

# REUNION METROPOLITAN DISTRICT (“DISTRICT”)

8390 E. Crescent Parkway, Suite 300

Greenwood Village, CO 80111

Phone: 303-779-5710

[www.reunionco.com](http://www.reunionco.com)

## **NOTICE OF SPECIAL MEETING AND AGENDA**

**DATE:** May 4, 2021  
**TIME:** 6:00 p.m.  
**LOCATION** Via Microsoft Teams

**DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS MEETING WILL BE HELD BY VIDEO/TELEPHONIC MEANS WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON.**

**ACCESS:** [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NDUwYmEzMjEtZTBINy00OTFjLTNmNWUtNTNjMmFINDc2ZTFh%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%2278e91a46-bdcc-4fe5-980c-8ff3dcc70755%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDUwYmEzMjEtZTBINy00OTFjLTNmNWUtNTNjMmFINDc2ZTFh%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%2278e91a46-bdcc-4fe5-980c-8ff3dcc70755%22%7d)

**Or call in (audio only)**

[+1 720-547-5281](tel:+17205475281), [594634529#](tel:+1594634529) United States, Denver

Phone Conference ID: 594 634 529#

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Kelly Leid	President	May, 2023
Brett Price	Vice-President	May, 2022
Bruce Rau	Treasurer	May, 2022
Teresa Kershisnik	Asst. Secretary	May, 2023
Tim E. Roberts	Asst. Secretary	May, 2023

### **I. ADMINISTRATIVE MATTERS**

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notice.



D. Public Comment.

Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

**II. CONSENT AGENDA:** *(Note: All items listed under Consent Agenda are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of these items unless requested by a Board member or any other party.)*

- A. Review and consider approval of minutes from the February 2, 2021 special Board meeting (enclosure). **PAGE 5**

**III. FINANCIAL MATTERS**

- A. Review, ratify and consider approval of claims (enclosure). **PAGE 11**
- B. Review and consider acceptance of March 31, 2021 unaudited financial statements (enclosure). **PAGE 14**
- C. Review and consider approval of 2020 draft audit (enclosure). **PAGE 28**

**IV. MANAGER MATTERS**

- A. Parks/Irrigation Manager's report (enclosure). **PAGE 68**
1. Review and consider approval of 3-year contract for top dressing and seeding and 4-year mulching with Renewable Earth Materials, LLC (enclosures). **PAGE 69**
- B. Operation Manager's report (enclosure). **PAGE 72**
1. Review and consider approval of proposals for Rec. Center and pool parking lot asphalt repairs (enclosures). **PAGE 78**
  2. Review and consider approval of Independent Contractor Agreement with Night Musick for 2021 Fireworks Display (enclosure). **PAGE 88**
  3. Review and Consider Approval of Independent Contractor Agreement (Reunion Recreation Century Pool Maintenance – 2021) between Reunion Metropolitan District and YMCA of Metropolitan Denver in the amount of \$85,200.00 (enclosure). **PAGE 109**
  4. Review and Consider Approval of Independent Contractor Agreement (Southlawn Pool Maintenance – 2021) between Reunion Metropolitan District and YMCA in the amount of \$85,200.00 (enclosure). **PAGE 134**
- C. HOA Manager's report (enclosure). **PAGE 159**

- D. Ratify approval of Independent Contractor Agreement for Southlawn Pool Improvements between the District and FCI Constructor, Inc. in the amount of \$58,610.94 (enclosure). **PAGE 160**

## V. LEGAL MATTERS

- A. Review and approval of Resolution Rescinding the Temporary Suspension of Ne Late Fees and Interest and Temporary Modifications to the Collections, Foreclosure and Covenant Enforcement Processes (enclosure). **PAGE 194**
- B. Discussion of engagement of special counsel for covenant enforcement services (enclosures). **PAGE 196**
- C. Review and consider ratification of Amendment to Cost Share Agreement Phase I – 112<sup>th</sup> Improvements Chambers Road to Parkside Drive North with the City of Commerce City (enclosure). **PAGE 256**
- D. Review and ratify Declaration of Covenants, Conditions and Restrictions for North Range Metropolitan District No. 3 Area within Reunion (enclosure). **PAGE 259**
- E. Review and approval of Assignment of Rights Under the Supplemental Declaration of Covenants, Conditions and Restrictions for Reunion Ridge Carriage House and Porchlight (Filing No. 1) from North Range Metropolitan District No. 3 to Reunion Metropolitan District (enclosure). **PAGE 343**
- F. Review and approval of Joint Fee Resolution of the Board of Directors of Reunion Metropolitan District and North Range Metropolitan District No. 2 Concerning the Imposition of a Maintenance Fee (enclosure). **PAGE 393**
- G. Other.

## VI. ENGINEER MATTERS

- A. Review and consider approval of Amendment to Lease for Construction Purposes between the District and Metro Wastewater Reclamation District (enclosure). **PAGE 401**
- B. Status update of all construction projects and projections (enclosure). **PAGE 403**
- C. Discuss and consider authorization to approve Sport Court bids (enclosures). **PAGE 410**
- D. Review and consider approval of construction contracts for Landscaping and Irrigation Improvements within Reunion Ridge Filing No. 1 (enclosure). **PAGE 420**

- E. Review and consider approval of Board Communication regarding Filing No. 27 tap/ERUs fees and related Seventeenth Addendum to Funding and Reimbursement Agreement between the District and Clayton Properties Group II, Inc. (enclosure). **PAGE 501**
- F. Consider authorization of conveyance of land that the District owns to the City of Commerce City for a golf cart crossing (enclosure). **PAGE 527**
- G. Review and consider approval of Construction Change Orders: (enclosure) **PAGE 545**
  - Change Order #1 - F37 Landscape - Brightview (enclosure) **PAGE 555**
  - Change Order #1 - Pond A Restoration - Brightview (enclosure) **PAGE 561**
  - Change Order #7 - RMD Landscape Improvements - CDI (enclosure) **PAGE 569**
  - Change Order #9 - V7E&7B Improvements - JBS (enclosure) **PAGE 574**
  - Change Order #10 - V7E&7B Improvements - JBS (enclosure) **PAGE 594**
  - Change Order #3 - Reunion Ridge F1 – ESCO (enclosure) **PAGE 611**
  - Change Order #1 - 112th Avenue Landscape - Brightview (enclosure) **PAGE 613**
- H. Other.

## **VII. OTHER BUSINESS**

- A. Other.

## **VIII. ADJOURNMENT**

**The next regular meeting is scheduled for August 3, 2021 at 6:00 p.m. at the Recreation Center (location subject to change due to COVID-19).**

# RECORD OF PROCEEDINGS

---

## MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE REUNION METROPOLITAN DISTRICT HELD FEBRUARY 2, 2021

A special meeting of the Board of Directors of the Reunion Metropolitan District was held Tuesday, February 2, 2021 at 6:00 p.m. Due to current circumstances related to COVID-19, this meeting was held electronically via Microsoft Teams. The meeting was open to the public.

In attendance were Directors:

Kelly Leid  
Brett Price  
Terri Kershisnik  
Tim Roberts

Also in attendance were:

Matthew Urkoski, Anna Jones and Shelby Clymer; CliftonLarsonAllen LLP  
Kristen Bear, Esq.; White Bear Ankele Tanaka & Waldron P.C.  
Aaron Clutter; JR Engineering  
Jim Bogner; MSI  
Steve Follweiler and Raul Martinez; Reunion Metropolitan District  
Roger Japp, Anna Phillips, Susan Good, Thomas Mueller and Doug Burns; North Range MD No. 1, North Range Metropolitan District No. 1, Subdistrict No. 1 and North Range Metropolitan District No. 1, Subdistrict No. 2 Board Members  
Brandon Reed and Tiffanie Graham; North Range MD No. 2 and North Range Metropolitan District No. 2, Subdistrict No. 1 Board Members

Call to Order

Director Leid called the meeting to order at 6:01 p.m.

Declaration of  
Quorum

A quorum was confirmed. The absence of Director Rau was excused.

Disclosures and  
Potential Conflicts  
of Interest

The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Ms. Bear noted that all Directors' Disclosure Statements have been filed. The Board noted that there are no additional conflicts to those filed with the Secretary of State pursuant to statute.

# RECORD OF PROCEEDINGS

---

Approve Agenda      Upon a motion duly made by Director Leid, seconded by Director Price, and upon vote unanimously carried, the Board approved the agenda as presented.

Public Comments      None.

## CONSENT AGENDA

A.      Review and Approve Minutes of the November 19, 2020 and January 14, 2021 Special Board Meetings

B.      Review and consider HOA Tribunal Recommendations

After discussion, upon a motion duly made by Director Leid, seconded by Director Price, and upon vote unanimously carried, the Board approved the Consent Agenda.

## 6.      Financial Matters

A.      Review, Ratify and Consider Approval of Claims

Ms. Clymer reviewed the claims with the Board. After review and discussion, upon a motion duly made by Director Leid, seconded by Director Price, and upon vote unanimously carried, the Board approved and/or ratified approval of the claims in the amount of \$9,347,695.10.

B.      Review and Consider Acceptance of the December 31, 2020 Unaudited Financial Statements

Ms. Clymer reviewed the Unaudited Financial Statements with the Board. After discussion, upon a motion duly made by Director Leid, seconded by Director Price, and upon vote unanimously carried, the Board accepted the December 31, 2020 Unaudited Financial Statements.

## 7.      Manager Matters

A.      Parks/Irrigation Manager's Report

Mr. Martinez reviewed the Parks/Irrigation Manager's Report. Discussion ensued regarding the winter watering due to the dry year. The Board also discussed obtaining bids for additional trees in a not-to- exceed amount of \$60,000.

After discussion, upon a motion duly made by Director Kershisnik, seconded by Director Price, and upon vote unanimously carried, the Board approved obtaining bids and authorized Director Lied, Mr. Urkoski and Mr. Martinez to select and engage a contractor. The vendor selection and engagement will be presented at the next Board meeting for ratification.

B.      Operations Manager's Report

1.      COVID-19 Update

Mr. Follweiler reviewed the Operations Manager's Report, noting the impact on the recreation center operations and capacity usage.

2. Review and Consider Approval of Independent Contractor Agreement (Reunion Recreation Center Pool Maintenance – 2021) between Reunion Metropolitan District and YMCA of Metropolitan Denver in the amount of \$85,200.00

Discussion ensued regarding certain provisions in the contact. The Board deferred action until the contract provisions are resolved.

3. Review and Consider Approval of Independent Contractor Agreement (Southlawn Pool Maintenance – 2021) between Reunion Metropolitan District and YMCA of Metropolitan Denver in the amount of \$85,200.00

Discussion ensued regarding certain provisions in the contact. The Board deferred action until the contract provisions are resolved.

C. HOA Manager's Report

Mr. Bogner reviewed his report with the Board, which was included in the meeting packet.

D. Community Relations and District Website Update

Mr. Urkoski updated the Board on the community relations, noting that the website is being heavily used and it includes all pertinent district information.

E. Update on Southlawn pool are projects and timeline

Mr. Urkoski updated the Board noting there were no bids received for the work for the pool guard shack and check-in desk. Mr. Urkoski suggested a committee of two Board members to assist in moving the pool project forward, and suggested Director Leid and Director Price, with a not-to-exceed amount of \$55,000.00 to complete the work. Ms. Bear agreed with this approach. Mr. Leid further invited any interested North Range 1 and 2 Metro District board members to join in the review and selection process. After discussion, upon a motion duly made by Director Leid, seconded by Director Price, and upon vote unanimously carried, the Board approved the committee of Director Price and Director Leid to review and engage the work in a not to exceed amount of \$55,000.00.

Mr. Urkoski indicated the sports court project will not be ready to start until mid-May, and staff will bring back proposal responses to the May Board meeting for approval, once bids have been received.

F. Review and consider approval of First Amendment to Independent Contractor Agreement for Management Services with MSI, LLC

Following discussion, upon a motion duly made by Director Leid, seconded by Director Price, and upon vote unanimously carried, the Board approved the First

## RECORD OF PROCEEDINGS

---

Amendment to the Independent Contractor Agreement for Management Services with MSI, LLC.

- G. Discuss and consider approval of updated fencing design standards

Following discussion, the Board determined to address the following fence issues; 1) maximum height guideline updates, and 2) determining whether additional fence structures are permissible. Director Leid, Mr. Urkoski and Mr. Bogner will regroup to determine defined parameters to bring back to the Board.

### 8. Legal Matters

- A. Review and consider ratification of Independent Contractor Agreement with Schedio Group, LLC

Ms. Bear reviewed the Agreement with the Board. Director Kershishnik noted that the rate sheet was not included. Ms. Bear will obtain and circulate with the Board. Following discussion, upon a motion duly made by Director Leid, seconded by Director Kershishnik, and upon vote unanimously carried, the Board approved the Independent Contractor Agreement with Schedio Group, LLC subject to the District Engineer's review of the fee schedule.

- B. Review and consider approval of Resolution Adopting a Social Media Policy

Ms. Bear reviewed the Resolution with the Board. Following discussion, upon a motion duly made by Director Kershishnik, seconded by Director Roberts, and upon vote unanimously carried, the Board approved the Resolution Adopting a Social Media Policy.

### 9. Engineer Matters

- A. Review and Consider Ratification of Change Order No. 02 to Agreement between Reunion Metropolitan District and ESCO Construction for Reunion Ridge Filing No. 1 Improvements in the amount of \$1,025,630.33

Mr. Clutter reviewed the Change Order with the Board. After discussion, upon a motion duly made by Director Price, seconded by Director Roberts, and upon vote unanimously carried, the Board ratified approval of Change Order No. 02 to Agreement between Reunion Metropolitan District and ESCO Construction for Reunion Ridge Filing No. 1 Improvements in the amount of \$1,025,630.33 subject to the exclusion of FCN 12A and FCN 16A.

- B. Review and Consider Ratification of Change Order No. 01 to Agreement between Reunion Metropolitan District and ESCO Construction for E. 100<sup>th</sup> Avenue Improvements in the amount of \$39,661.62

Mr. Clutter reviewed the Change Order with the Board. After discussion, upon a motion duly made by Director Price, seconded by Director Leid, and upon vote unanimously

## RECORD OF PROCEEDINGS

---

carried, the Board ratified approval of Change Order No. 01 to Agreement between Reunion Metropolitan District and ESCO Construction for E. 100<sup>th</sup> Avenue Improvements in the amount of \$39,661.62.

- C. Review and Consider Ratification of Change Order No. 01 to Agreement between Reunion Metropolitan District and ESCO Construction for Mobile Street Improvements (V7) in the deductive amount of -\$4,255.60

Mr. Clutter reviewed the Change Order with the Board. After discussion, upon a motion duly made by Director Price, seconded by Director Leid, and upon vote unanimously carried, the Board ratified approval of Change Order No. 01 to Agreement between Reunion Metropolitan District and ESCO Construction for Mobile Street Improvements (V7) in the deductive amount of -\$4,255.60.

- D. Review and Consider Approval of Change Order No. 05 for Reunion 112<sup>th</sup> Avenue Phase 1 Improvements between Reunion Metropolitan District and Hudick Excavating Inc. dba HEI Civil in the amount of \$16,545.30

Mr. Clutter reviewed the Change Order with the Board. After discussion, upon a motion duly made by Director Price, seconded by Director Kershnik, and upon vote unanimously carried, the Board approved Change Order No. 05 for Reunion 112<sup>th</sup> Avenue Phase 1 Improvements between Reunion Metropolitan District and Hudick Excavating Inc. dba HEI Civil in the amount of \$16,545.30.

- E. Review and Consider approval of Change Order No. 01 for Filing 26A Landscape Improvement Project between Reunion Metropolitan District and Brightview Landscape Development, Inc. in the amount of \$10,129.40

Mr. Clutter reviewed the Change Order with the Board. After discussion, upon a motion duly made by Director Leid, seconded by Director Price, and upon vote unanimously carried, the Board approved Change Order No. 01 for Filing 26A Landscape Improvement Project between Reunion Metropolitan District and Brightview Landscape Development, Inc. in the amount of \$10,129.40.

- F. Review and Consider approval of proposal for Village 1 STEAD School Light Relocation (TBD Walden Street) between Reunion Metropolitan District and United Power in the amount of \$12,603.93

No action taken.

### 10. Other Business

There was no other business.

### 11. Adjournment



There being no further business to come before the Board, Director Leid adjourned the meeting at 7:45 p.m.

The foregoing record constitutes a true and correct copy of the minutes of the above-referenced meeting.

Respectfully submitted,

Secretary for the Meeting

## Reunion Metro District Interim Claims 1/28/21 - 4/28/21

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
1/31/2021	United Power	Multiple	\$ 3,693.26
1/31/2021	Wells Fargo Business Card	Multiple	6,002.68
2/9/2021	Brightview Landscape Development	Pond Payapp1	13,186.48
2/9/2021	Callan Pest Management Services, Inc	Multiple	275.00
2/9/2021	CEBT	INV 0040484	10,142.28
2/9/2021	Century Link	Multiple	925.97
2/9/2021	CliftonLarsonAllen, LLP	2721515	11,326.70
2/9/2021	Employers Council Services, Inc.	368777	220.00
2/9/2021	Home Depot Credit Services	0322-01/13/21	215.64
2/9/2021	J R Engineering	Multiple	9,950.00
2/9/2021	Jehn Water Consultants, Inc.	1010.1/2-21	1,827.50
2/9/2021	Mechanical Solutions, Inc	J-22278	990.00
2/9/2021	MSI, LLC	Multiple	18,530.48
2/9/2021	North/Western Electrical Corporation	8452	2,559.22
2/9/2021	South Adams County Water & Sanitation District	Multiple	3,569.03
2/9/2021	Victoria Clarke	2021-1-VC	35.70
2/9/2021	Xcel Energy	Multiple	1,303.17
2/19/2021	American Fidelity - Supp	D271044	739.78
2/19/2021	Brightview Landscape Development	Multiple	98,966.95
2/19/2021	ESCO Construction	Multiple	926,870.32
2/19/2021	Hudick Excavating Inc	112th PayApp 13	3,611.25
2/19/2021	J R Engineering	Multiple	154,092.77
2/19/2021	Schedio Group LLC	202002-0716	17,825.18
2/22/2021	Conoco Phillips Fleet	69916957	321.26
2/23/2021	Ace Hardware at Reunion	1008JAN21	58.61
2/23/2021	Ace Hardware at Reunion	1025JAN21	139.96
2/23/2021	All Copy Products Inc.	AR3098943	228.41
2/23/2021	CliftonLarsonAllen, LLP	2738296	10,006.66
2/23/2021	Employers Council Services, Inc.	122976	20.00
2/23/2021	Environmental Designs, Inc.	Multiple	31,925.55
2/23/2021	Herc Rentals Inc	31929981-001	53.41
2/23/2021	L.L. Johnson Distributing Company	Multiple	1,129.48
2/23/2021	Les Schwab	15500189991	622.68
2/23/2021	Lisa Stellato	2021-2-LS	1,558.55
2/23/2021	Mandy Thomas	2021-2-MT	247.80
2/23/2021	Playground Safety Solutions, LLC	1231209	680.00
2/23/2021	South Adams County Water & Sanitation District	9999897	237.18
2/23/2021	Technolink of the Rockies	118148	72.50
2/23/2021	United Power	Multiple	4,174.84
2/23/2021	Utility Notification Center of Colorado	221011161	188.76
2/23/2021	Verizon	9871936075	151.48
2/23/2021	Wells Fargo Business Card	7338/2-08-21	473.43
2/23/2021	White Bear Ankele Tanaka & Waldron	Multiple	15,830.02
2/23/2021	Zonda Advisory	C0162-21A	6,000.00
3/9/2021	All Copy Products Inc.	AR3121179	413.03

<b><u>Process Date</u></b>	<b><u>Vendor</u></b>	<b><u>Invoice Number</u></b>	<b><u>Amount</u></b>
3/9/2021	Brightview Landscape Development	14421.15 PayApp 2	38,176.22
3/9/2021	Brightview Landscape Development	Multiple	127,244.65
3/9/2021	Callan Pest Management Services, Inc	Multiple	275.00
3/9/2021	Century Link	Multiple	782.07
3/9/2021	CliftonLarsonAllen, LLP	2745755	12,738.59
3/9/2021	CO Special Dist. Prop & Liab. Pool	Multiple	11,588.00
3/9/2021	Colorado Parks & Recreation Association	2021 Membership	375.00
3/9/2021	Environmental Designs, Inc.	Multiple	32,455.55
3/9/2021	ESCO Construction	RRF1 PayApp 9	1,031,064.79
3/9/2021	Herc Rentals Inc	31947325-001	87.16
3/9/2021	Hillyard / Denver	604232724	954.92
3/9/2021	Hudick Excavating Inc	112th PayApp 14	13,899.25
3/9/2021	J R Engineering	Multiple	10,660.20
3/9/2021	J R Engineering	Multiple	116,545.71
3/9/2021	JBS Pipeline Contractors	PayApp#14	60,972.02
3/9/2021	L.L. Johnson Distributing Company	1848804-01	9.78
3/9/2021	Schultz Industries Inc.	Multiple	9,948.80
3/9/2021	South Adams County Water & Sanitation District	Multiple	23,812.22
3/9/2021	Special District Association	Multiple	3,873.54
3/9/2021	Victoria Clarke	2021-2-VC	3.50
3/9/2021	Wells Fargo Business Card	3445/02-08-21	396.03
3/9/2021	Xcel Energy	Multiple	1,455.57
3/9/2021	YMCA of Metropolitan Denver	08102035RE	1,904.15
3/18/2021	Amanda Tyler	11/16/2020AT	35.00
3/24/2021	Ace Hardware at Reunion	1008FEB21	58.61
3/24/2021	Ace Hardware at Reunion	1025FEB21	104.97
3/24/2021	Bobcat of the Rockies	4A001378	1,961.45
3/24/2021	Brightview Landscape Development	Filing #26 PayApp 5	491.67
3/24/2021	CEBT	INV 0041022	4,877.28
3/24/2021	Century Link	303-288-0258 097B	144.00
3/24/2021	CliftonLarsonAllen, LLP	2768675	9,534.95
3/24/2021	CO Special Dist. Prop & Liab. Pool	POL-0006317	799.00
3/24/2021	Conoco Phillips Fleet	70551694	409.29
3/24/2021	Consolidated Divisions Inc	PayApp 21	15,616.01
3/24/2021	Custom Flag Company	Multiple	210.00
3/24/2021	Environmental Designs, Inc.	138181	700.00
3/24/2021	Fit Turf N. Denver Tree Pest	849884	4,000.00
3/24/2021	L.L. Johnson Distributing Company	Multiple	19,382.30
3/24/2021	Lisa Stellato	2021-3-LS	1,558.55
3/24/2021	Mandy Thomas	2021-3-MT	123.20
3/24/2021	MSI, LLC	Multiple	11,594.12
3/24/2021	Renewable Earth Materials	605	1,800.00
3/24/2021	Schex Tech LLC	2636LS	2,362.50
3/24/2021	Schultz Industries Inc.	107971	24,811.90
3/24/2021	Security Central, Inc.	Multiple	1,510.00
3/24/2021	South Adams County Water & Sanitation District	9999897	564.85
3/24/2021	United Power	Multiple	3,950.40

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
3/24/2021	Universal Tractor Co.	W024226	1,568.89
3/24/2021	Utility Notification Center of Colorado	221021172	207.24
3/24/2021	Verizon	9874049130	103.08
3/24/2021	Victoria Clarke	2021-3-VC	3.50
3/24/2021	White Bear Ankele Tanaka & Waldron	Multiple	9,424.21
3/24/2021	YMCA of Metropolitan Denver	08102035RE	8,107.00
4/6/2021	All Copy Products Inc.	AR3125858	140.62
4/6/2021	American Fidelity - Supp	D280441	411.03
4/6/2021	Brightview Landscape Development	14421.15 PayApp 3	1,235.00
4/6/2021	Callan Pest Management Services, Inc	Multiple	275.00
4/6/2021	Century Link	Multiple	782.87
4/6/2021	CliftonLarsonAllen, LLP	2791921	10,717.00
4/6/2021	Environmental Designs, Inc.	138375	4,210.00
4/6/2021	Horizon	3J125539	413.44
4/6/2021	J R Engineering	77521	2,990.00
4/6/2021	L.L. Johnson Distributing Company	1133355-00	1,825.00
4/6/2021	Marina Pool, Spa & Patio	S1044595	1,159.92
4/6/2021	Rebecca Torres	03/19/2021RT	30.00
4/6/2021	Renewable Earth Materials	668	1,200.00
4/6/2021	Schex Tech LLC	Multiple	2,900.40
4/6/2021	Security Central, Inc.	839939	333.00
4/6/2021	Snapology of Aurora	2021-3-SJ	252.00
4/6/2021	South Adams County Water & Sanitation District	Multiple	2,945.45
4/6/2021	Stephanie McLees	03/30/2021SM	55.00
4/6/2021	T. Charles Wilson Insurance Service	Multiple	1,980.00
4/6/2021	Wells Fargo Business Card	Multiple	2,250.63
4/6/2021	Xcel Energy	Multiple	977.38
4/9/2021	Brightview Landscape Development	Multiple	382,068.75
4/9/2021	ESCO Construction	RRF1 PayApp 10	709,118.89
4/9/2021	Hudick Excavating Inc	112th PayApp 16	3,611.25
4/9/2021	J R Engineering	Multiple	95,628.62
4/9/2021	Western States Reclamation	PayApp #1	21,424.44
4/22/2021	American Fidelity - Supp	D293390	442.53
		<b>Total</b>	<b><u>\$ 4,236,007.88</u></b>

**REUNION METROPOLITAN DISTRICT**

**FINANCIAL STATEMENTS**

**March 31, 2021**

**Reunion Metropolitan District**  
**Balance Sheet - Governmental Funds**  
**March 31, 2021**

15

	General Fund	Spec Rev-Rec Center Fund	Spec Rev-HOA Fund	Debt Service Fund	Capital Projects Fund	All Funds
<b>ASSETS</b>						
Cash	\$ 107,880	\$ 420,573	\$ 84,867	\$ -	\$ 183,021	\$ 796,341
Colotrust	1,006,268	592,106	389,337	-	4,924,986	6,912,697
UMB Bond Fund Series 2017	-	-	-	1	-	1
UMB - Subordinate Project Fund Series 2017B	-	-	-	-	2,041,319	2,041,319
Accounts Receivable	3,756	55,718	38,416	-	515,732	613,623
Allowance for fees not collected	-	-	(15,000)	-	-	(15,000)
Due from other government	107,660	-	-	-	681	108,340
<b>TOTAL ASSETS</b>	<u>\$ 1,225,564</u>	<u>\$ 1,068,398</u>	<u>\$ 497,620</u>	<u>\$ 1</u>	<u>\$ 7,665,739</u>	<u>\$ 10,457,321</u>
<b>LIABILITIES AND FUND BALANCE</b>						
<b>LIABILITIES</b>						
Accounts Payable	\$ 71,894	\$ 32,335	\$ 5,342	\$ -	\$ 1,402,649	\$ 1,512,219
Homeowner escrow/deposits	-	-	9,418	-	-	9,418
Deferred revenue	-	217,113	-	-	-	217,114
Due to other government	-	-	-	-	806,771	806,770
Retainage payable	2,768	-	-	-	686,868	689,637
<b>Total liabilities</b>	<u>74,662</u>	<u>249,448</u>	<u>14,760</u>	<u>-</u>	<u>2,896,288</u>	<u>3,235,158</u>
<b>FUND BALANCES</b>	<u>1,150,902</u>	<u>818,950</u>	<u>482,860</u>	<u>1</u>	<u>4,769,451</u>	<u>7,222,163</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<u>\$ 1,225,564</u>	<u>\$ 1,068,398</u>	<u>\$ 497,620</u>	<u>\$ 1</u>	<u>\$ 7,665,739</u>	<u>\$ 10,457,321</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**Reunion Metropolitan District**  
**Statement of Revenue, Expenditures and**  
**Changes in Fund Balance - Budget and Actual**  
**For the Month Ended March 31, 2021**

General Fund

	Annual Budget	Year to Date Actual	Variance	Variance %
Revenue				
Interest income	\$ 1,000	\$ 15	\$ (985)	(98.45)
Miscellaneous income	10,000	8,021	(1,979)	(19.79)
Alleyway costs reimbursement	3,000	3,000	-	-
Intergovernmental - NRMD 1	1,714,337	796,455	(917,882)	(53.54)
Intergovernmental - NRMD 2	825,742	342,383	(483,359)	(58.53)
Intergovernmental - NRMD 3	16,550	363	(16,187)	(97.80)
Intergovernmental - NRMD 4	141	392	251	177.68
Carriage Home (NRMD1 & 2 sub-district)	157,560	48,297	(109,263)	(69.34)
Total Revenue	<u>2,728,330</u>	<u>1,198,926</u>	<u>(1,529,404)</u>	<u>(56.05)</u>
Expenditures				
District General Operations & Administration	328,600	143,349	185,251	56.37
Intergovernmental Expenditure	47,818	18,758	29,060	60.77
District Property Maintenance	2,523,561	342,264	2,181,297	86.43
Total Expenditures	<u>2,899,979</u>	<u>504,371</u>	<u>2,395,608</u>	<u>82.60</u>
Excess of Revenue Over (Under) Expenditures	(171,649)	694,555	866,204	504.63
Fund Balance - Beginning	<u>332,666</u>	<u>456,347</u>	<u>123,681</u>	<u>37.17</u>
Fund Balance - Ending	<u>\$ 161,017</u>	<u>\$ 1,150,902</u>	<u>\$ 989,885</u>	<u>614.77</u>

**Reunion Metropolitan District**  
**Statement of Revenue, Expenditures and**  
**Changes in Fund Balance - Budget and Actual**  
**For the Month Ended March 31, 2021**

Special Revenue Fund - Rec Center

	Annual Budget	Year To Date Actual	Variance	Variance %
Revenue				
Recreation Fees	\$ 1,182,600	\$ 307,440	\$ (875,160)	(74.00)
Allowance for fees not collected	(5,000)	-	5,000	100.00
Recreation Fees, Other	25,000	700	(24,300)	(97.20)
Program Fees	170,000	21,447	(148,553)	(87.38)
Interest Income	2,900	53	(2,847)	(98.17)
Miscellaneous Income	5,000	184	(4,816)	(96.31)
Total Revenue	<u>1,380,500</u>	<u>329,824</u>	<u>(1,050,676)</u>	<u>(76.10)</u>
Expenditures				
Rec Center Operations	919,351	121,052	798,299	86.83
Reunion Park Pool Operations	177,360	1,789	175,571	98.99
Southlawn Pool Operations	168,360	3,196	165,165	98.10
Programs	166,041	21,495	144,545	87.05
Reunion Park Concession Building	17,100	2,501	14,599	85.37
Reunion Coffee House	-	945	(945)	(100.00)
Recreation Amenities	100,000	-	100,000	100.00
Total Expenditures	<u>1,548,212</u>	<u>150,978</u>	<u>1,397,234</u>	<u>90.24</u>
Total Excess of Revenue Over (Under) Expenditures	<u>(167,712)</u>	<u>178,846</u>	<u>346,558</u>	<u>206.63</u>
Fund Balance - Beginning	<u>555,702</u>	<u>640,104</u>	<u>84,402</u>	<u>15.18</u>
Fund Balance - Ending	<u><u>\$ 387,990</u></u>	<u><u>\$ 818,950</u></u>	<u><u>\$ 430,960</u></u>	<u><u>111.07</u></u>



**Reunion Metropolitan District  
Statement of Revenue, Expenditures and  
Changes in Fund Balance - Budget and Actual  
For the Month Ended March 31, 2021**

Special Revenue Fund - HOA

	Annual Budget	Year To Date Actual	Variance	Variance %
Revenue				
HOA other fees	2,000	-	(2,000)	(100.00)
Violations and penalties	5,000	2,637	(2,363)	(47.25)
Allowance for fees not collected	(15,000)	-	15,000	100.00
AR Processing	15,000	-	(15,000)	(100.00)
Legal Fees Reimbursement	5,000	6,216	1,216	24.31
Interest Income	1,500	41	(1,459)	(97.25)
Total Revenue	<u>13,500</u>	<u>8,894</u>	<u>(4,606)</u>	<u>(34.11)</u>
Expenditures				
HOA Operating Expenses	<u>275,550</u>	<u>50,921</u>	<u>224,629</u>	<u>81.52</u>
Total Expenditures	<u>275,550</u>	<u>50,921</u>	<u>224,629</u>	<u>81.52</u>
Excess of Revenue Over (Under) Expenditures	(262,050)	(42,027)	220,023	83.96
Fund Balance - Beginning	<u>513,955</u>	<u>524,888</u>	<u>10,933</u>	<u>2.12</u>
Fund Balance - Ending	<u>\$ 251,905</u>	<u>\$ 482,861</u>	<u>\$ 230,956</u>	<u>91.68</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

## **SUPPLEMENTARY INFORMATION**

**Reunion Metropolitan District  
Schedule of Revenue, Expenditures and  
Changes in Fund Balance - Budget and Actual  
For the Month Ended March 31, 2021**

Debt Service Fund

	Annual Budget	Year To Date Actual	Variance	Variance %
	<u>1</u>	<u>1</u>	<u>0</u>	<u>(27.00)</u>
Fund Balance - Beginning	<u>1</u>	<u>1</u>	<u>0</u>	<u>(27.00)</u>
Fund Balance - Ending	<u>\$ 1</u>	<u>\$ 1</u>	<u>\$ 0</u>	<u>(27.00)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**Reunion Metropolitan District**  
**Schedule of Revenue, Expenditures and**  
**Changes in Fund Balance - Budget and Actual**  
**For the Month Ended March 31, 2021**

## Capital Projects Fund

	Annual Budget	Year To Date Actual	Variance	Variance %
<b>Revenue</b>				
System Development Fees - NR2	\$ 765,000	\$ 88,750	\$ (676,250)	(88.39)
System Development Fees - NR3	1,207,500	431,875	(775,625)	(64.23)
Impact fees - Commerce City - NR2	184,176	23,620	(160,556)	(87.17)
Impact fees - Commerce City - NR3	325,956	115,738	(210,218)	(64.49)
Sales/Use tax/Permit fees - Commerce City	900,000	258,897	(641,103)	(71.23)
Interest Income	6,200	257	(5,943)	(95.85)
MLEPA payment from NR1MD	2,224,330	-	(2,224,330)	(100.00)
MLEPA payment from NR4MD	355	277	(78)	(21.82)
Transfer from NR3	4,451,000	3,542,343	(908,657)	(20.41)
<b>Total Revenue</b>	<b>10,064,517</b>	<b>4,461,757</b>	<b>(5,602,760)</b>	<b>(55.66)</b>
<b>Expenditures</b>				
Intergovernmental-SDFs to NR2	651,000	70,000	581,000	(89.24)
Intergovernmental - Impact fees NR2	184,176	23,620	160,556	(87.17)
Intergovernmental - Sales tax NR2	260,151	109,079	151,072	(58.07)
Intergovernmental-SDFs to NR3	786,600	279,300	507,300	(64.49)
<b>Capital Projects</b>				
Legal services	30,000	4,927	25,073	(83.57)
Accounting	25,000	1,763	23,237	(92.94)
Engineering	50,000	23,600	26,400	(52.79)
Engineering -112th	75,373	-	75,373	(100.00)
Filing #34	861,000	11,524	849,476	(98.66)
Second Creek Crossing - O'Brian Canal/Regional Pond	5,705,000	46,859	5,658,141	(99.17)
Reunion Village 7-B & 7-E	-	77,051	(77,051)	100.00
112th Ave/Chambers/Parkside	-	402,580	(402,580)	100.00
10A/B/104th Ave Landscape	226,000	-	226,000	(100.00)
Reunion Ridge Filing 1	6,500,000	2,926,006	3,573,994	(54.98)
Walden Street	539,000	25,749	513,251	(95.22)
104th Landscape	100,000	-	100,000	(100.00)
Southlawn Park/Pool	-	1,765	(1,765)	100.00
Filing 35/36 Landscaping	300,000	450	299,550	(99.85)
Filing 37 Landscaping	1,500,000	280,703	1,219,298	(81.28)
Mobile Street (Village 7)	-	3,996	(3,997)	100.00
Reunion Village 7A	-	15,696	(15,696)	100.00
Chambers Road (106th to 112th)	3,378,376	54,045	3,324,331	(98.40)
Filing 26A Landscape	-	5,565	(5,565)	100.00
Monument at 100th Ave/Tower Road	125,000	-	125,000	(100.00)
Second Creek Regional Detention Pond	100,000	-	100,000	(100.00)
Reunion Ridge Filing 1Landscape	3,820,000	-	3,820,000	(100.00)
112th Ave/Parkside/Tower	750,000	-	750,000	(100.00)
112th Ave/Potomac/Chambers	75,373	-	75,373	(100.00)
Filing 38 Infrastructure	1,130,000	-	1,130,000	(100.00)
<b>Total Capital Projects</b>	<b>25,290,122</b>	<b>3,882,279</b>	<b>21,407,843</b>	<b>(84.64)</b>
Contingency	239,676	-	239,676	(100.00)
<b>Total Expenditures</b>	<b>27,411,725</b>	<b>4,364,278</b>	<b>23,047,447</b>	<b>(84.07)</b>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**Reunion Metropolitan District**  
**Schedule of Revenue, Expenditures and**  
**Changes in Fund Balance - Budget and Actual**  
**For the Month Ended March 31, 2021**

Capital Projects Fund

	Annual Budget	Year To Date Actual	Variance	Variance %
Excess of Revenue Over (Under) Expenditures	(17,347,208)	97,479	17,444,687	(100.56)
Other Financing Sources (Uses)				
Developer advance	18,174,742	-	(18,174,742)	(100.00)
Total Other Financing Sources (Uses)	18,174,742	-	(18,174,742)	(100.00)
Excess of Revenue & Other Financing Sources Over Expenditures & Other Uses	827,534	97,479	(730,055)	(88.22)
Fund Balance - Beginning	1,520,323	4,671,972	3,151,649	207.30
Fund Balance - Ending	\$ 2,347,857	\$ 4,769,451	\$ 2,421,594	103.14

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**REUNION METROPOLITAN DISTRICT  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

Reunion Metropolitan District (the "District"), a quasi-municipal corporation and political subdivision of the State of Colorado was organized by Court Order and Decree of the District Court and is governed pursuant to provisions of the Colorado Special District Act, Title 32, Article I, Colorado Revised Statutes. The District was organized in conjunction with North Range Metropolitan Districts No. 1, 2, 3, 4, and 5 (collectively "NRMD's"). The District and the NRMD's have entered into intergovernmental agreements whereby Reunion provides the construction for street improvements, storm drainage improvements, safety protection facilities, parks and recreation facilities and water and wastewater improvements. The service plan anticipates that the District will be responsible for managing the construction, operation, and maintenance of such improvements and facilities and that the NRMD's will provide the necessary funding to the District.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**Revenues**

**Interest income**

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately .25%.

**Development fees**

The District has established a development fee that is to be imposed on new residential and non-residential (commercial and industrial) development within the NRMDs. The system development fee is designed to recover a portion of the estimated costs of the construction of street improvements, storm drainage facilities, parks, trails and street landscaping and water and wastewater infrastructure costs as found in the District's Facility Plan.

The required system development fee is based upon the needs identified in a comprehensive planning document called the Facility Plan that identifies the capital improvements described above.

Additionally, the City of Commerce City has agreed to allow the District to collect and keep the Road Impact Fee that the City has imposed on new development. The District will be able to collect and keep the fees until such time as the costs for any major arterials constructed by the District on behalf of the City are reimbursed.

**REUNION METROPOLITAN DISTRICT  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues - (continued)**

**Recreation center revenue**

The District imposes a monthly recreation fee on all occupied residential properties within the boundaries of the District and the NRMDs in order to provide for the operating needs of the recreation center. The monthly fee for 2021 is \$36.50 per household and the District has provided an allowance for doubtful collections. Additionally, the recreation center puts on numerous programs throughout the year and charges for these programs in order to offset the costs of organizing and administering such programs.

**HOA revenue**

The District, by agreement, assumed operational control and responsibility for the Reunion Homeowners' Association (HOA). The annual HOA fee for 2021 is \$0 and the District has provided an allowance for doubtful collections. This fee is established by the District on behalf of the Reunion HOA Board and imposed to pay for the expenditures associated with the HOA.

**MLEPA Payments from North Range Districts**

On June 3, 2016, and as amended on May 1, 2017, the District entered into a Mill Levy Equalization and Pledge Agreement (MLEPA) with North Range District Nos. 1, 2, 3 and 4 (collectively, the "MLEPA Districts" and individually, a "MLEPA District") in order to promote the integrated plan of development set forth in the Service Plans for the MLEPA Districts. The MLEPA is intended to ensure an equitable allocation among the MLEPA Districts of the costs of acquiring, installing, constructing, designing, administering, financing, operating, and maintaining streets, water, sanitation and various other public improvements (collectively, the "Public Improvements") and services, as well as covenant enforcement services within Reunion.

Pursuant to the MLEPA, each applicable North Range District agrees to impose an Equalization Mill Levy consisting of the Debt Service Mill Levy plus the Operations and Maintenance Mill Levy in order to pay the Developer Debt, the Senior Bonds, the Reunion Debt and the operations and maintenance costs of the Districts. The MLEPA generally defines the term "Developer Debt" as (i) amounts owed to the Developer by any applicable North Range District for advancing of guaranty payments on the Senior Bonds, for the provision of Public Improvements or for advancing of amounts to fund operations shortfalls and (ii) any other repayment obligation incurred by the MLEPA Districts in connection with advances made by the Developer to the MLEPA Districts for the purpose of paying the costs of designing, acquiring, installing, and constructing the Public Improvements or paying the operations and maintenance costs of the MLEPA Districts. The MLEPA generally defines the term "Senior Bonds" as all bonds issued by the North Range Districts, now or in the future, which bonds shall be senior to any obligations of the North Range Districts under the MLEPA. The term "Reunion Debt" generally means all bonds, agreements or other financial obligations issued or incurred by Reunion or assumed by Reunion from any North Range District, specifically including the 2017 Reunion Bonds.

**REUNION METROPOLITAN DISTRICT  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures**

**General Government**

General government expenditures included the estimated services necessary to maintain the District's administrative viability, such as legal, management, accounting, insurance, and meeting expenses. These general government expenditures are incurred not only for Reunion, but also on behalf of the NRMD's.

**Operations**

Facilities that are constructed by the District are either turned over to a third party for maintenance (i.e. streets to Commerce City, or water and sewer lines to South Adams County Water and Sanitation District) or maintained by the District (i.e. streets, landscaping, and parks). The budget reflects the District's operational expenditures in order to maintain those assets not conveyed to other entities.

In addition, the cost of operating and maintaining the Reunion Recreation Center and Homeowners' Association are also included under this category, although they are accounted for within their respective special revenue funds

**Capital Outlay**

Anticipated expenditures for capital outlay are reflected in the Capital Projects fund page of the budget.

**Intergovernmental**

In conjunction with the 2017 bond issuance for NRMD No. 2, the District anticipates transferring certain revenues generated by NRMD No. 2 development to NRMD No. 2 in order to pay the principal and interest on the Bonds. In conjunction with the 2020 bond issuance for NRMD No. 3, the District anticipates transferring certain revenues generated by NRMD No. 3 development to NRMD No. 3 in order to pay the principal and interest on the Bonds.

**Debt and Leases**

On June 30, 2017, the District issued its Series 2017, Subordinate Bonds (Non-rated, Cash-Flow, Fill-up bonds) in the original par amount of \$16,600,000 with the final par being \$21,600,000. The bonds bear interest of 4% and are payable beginning December 15, 2017 based on available cash flow from Excess revenues generated from North Range 1 and North Range 2 development. After the December 15, 2017 payment, no payments will be made on the Bonds until \$10.2 million in Excess revenues have been generated to fund certain capital improvements; payments will resume after thereafter. The District has no operating or capital leases.



**REUNION METROPOLITAN DISTRICT  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Reserves**

**Emergency Reserve**

The District does not provide for Emergency Reserves. The taxing entities of North Range Metropolitan District No. 1, North Range Metropolitan District No. 2, North Range Metropolitan District No. 3, and North Range Metropolitan District No. 4 provide for emergency reserves equal to at least 3% of fiscal year spending, as defined under TABOR.

**Schedule of Cash Position**  
**March 31, 2021**  
**As of April 21, 2021**

	General Fund	Debt Service Fund	Rec Center Fund	HOA Fund	Capital Projects Fund	Total
<b><u>Wells Fargo Checking</u></b>						
Balance as of 12/31/2020	\$ 88,816.25	\$ -	\$ 315,071.85	\$ 84,867.15	\$ 183,020.62	\$ 671,775.87
Subsequent activities:						
04/01/21 Centurylink Autopay	-	-	(782.87)	-	-	(782.87)
04/02/21 Tap/ERU Checks #2408, 2409, 2411, 2412	-	-	-	-	(179,933.84)	(179,933.84)
04/05/21 Transfer from Colotrust	56,480.75	-	-	-	3,519.25	60,000.00
04/05/21 Wells Fargo CC Autopay	(1,018.31)	-	(1,133.22)	-	-	(2,151.53)
04/06/21 RMD Draw #9	-	-	-	-	26,209.26	26,209.26
04/06/21 Transfer from Colotrust	-	-	-	-	1,190,000.00	1,190,000.00
04/06/21 Vouchers Payable (paid via Bill.com)	(23,305.87)	-	(4,624.85)	(1,622.89)	(3,519.25)	(33,072.86)
04/06/21 Conoco Phillips	(688.04)	-	-	-	-	(688.04)
04/07/21 Ford Lease Payment #1	(1,044.57)	-	-	-	-	(1,044.57)
04/07/21 CEBT Wire	(5,121.11)	-	(5,021.17)	-	-	(10,142.28)
04/08/21 Equipment Lease Autopay	-	-	(4,096.80)	-	-	-
04/08/21 ADP Wages & Taxes	(24,540.26)	-	-	-	-	(24,540.26)
04/09/21 Wire to Nationwide (457b) for 4/09/2021 Paydate	(482.89)	-	(699.94)	-	-	(1,182.83)
04/09/21 Vouchers Payable (paid via Bill.com)	-	-	-	-	(1,211,851.95)	(1,211,851.95)
04/12/21 Bank Fees	(138.18)	-	-	-	-	(138.18)
04/15/21 MSI Deposit	16,677.92	-	55,102.39	-	-	71,780.31
04/15/21 Republic Service Autopay	-	-	(812.20)	-	-	(812.20)
04/16/21 Centurylink Autopay	-	-	(144.00)	-	-	(144.00)
04/19/21 Xcel Energy Autopay	-	-	(977.38)	-	-	(977.38)
Anticipated Tap/ERU Checks	-	-	-	-	(3,086.78)	(3,086.78)
Anticipated Vouchers Payable (Paid via Bill.com)	(80,948.07)	-	(6,513.92)	(13,494.07)	(859.97)	(101,816.03)
Anticipated United Power Autopay	(1,286.95)	-	(2,886.27)	-	-	(4,173.22)
Anticipated Equipment Lease Autopay	-	-	(4,096.80)	-	-	(4,096.80)
Anticipated Transfer from Colotrust	75,000.00	-	-	-	-	75,000.00
Anticipated Balance	98,400.67	-	338,384.82	83,244.26	3,497.34	556,551.43
<b><u>Wells Fargo Lockbox</u></b>						
Balance as of 12/31/2020	-	-	41,435.63	-	-	41,435.63
Subsequent activities:						
04/21/21 April Bank Fees to Date	-	-	(1,571.44)	-	-	(1,571.44)
04/21/21 April Bank Deposits to Date	-	-	5,573.71	-	-	5,573.71
Anticipated transfer to Colotrust	-	-	(40,000.00)	-	-	(40,000.00)
Anticipated Balance	-	-	5,437.90	-	-	5,437.90
<b><u>COLOTRUST PRIME (CO-01-1125-4001)</u></b>						
Balance as of 12/31/2020	1,006,268.73	-	592,105.58	389,336.53	4,924,986.18	6,912,697.02
Subsequent activities:						
04/05/21 Transfer to Wells Fargo	(56,480.75)	-	-	-	(3,519.25)	(60,000.00)
04/06/21 Transfer to Wells Fargo	-	-	-	-	(1,190,000.00)	(1,190,000.00)
04/19/21 Transfer from NRMD No. 1	69,812.85	-	-	-	-	69,812.85
04/19/21 Transfer from NRMD No. 2	30,452.45	-	-	-	-	30,452.45
Anticipated transfer from NRMD No. 1	3,000.00	-	-	-	-	3,000.00
Anticipated transfer from Lockbox	-	-	40,000.00	-	-	40,000.00
Anticipated transfer to Wells Fargo Checking	(75,000.00)	-	-	-	-	(75,000.00)
Anticipated transfer SDF's to North Range MD No. 3	-	-	-	-	(604,070.85)	(604,070.85)
Anticipated transfer SDF's to North Range MD No. 2	-	-	-	-	(313,620.00)	(313,620.00)
Anticipated Balance	978,053.28	-	632,105.58	389,336.53	2,813,776.08	4,813,271.47
<b><u>UMB - 2017 Bond Fund</u></b>						
Balance as of 12/31/2020	-	0.73	-	-	-	0.73
Subsequent activities:						
Anticipated Balance	-	0.73	-	-	-	0.73
<b><u>UMB - 2017 Project Fund - District No. 2 Subaccount</u></b>						
Balance as of 12/31/2020	-	-	-	-	2,041,319.60	2,041,319.60
Subsequent activities:						
04/06/21 Requisition #10 - Transfer to Wells Fargo	-	-	-	-	(26,209.26)	(26,209.26)
Anticipated Balance	-	-	-	-	2,015,110.34	2,015,110.34
Anticipated total balance	\$ 1,076,453.95	\$ 0.73	\$ 975,928.30	\$ 472,580.79	\$ 4,832,383.76	\$ 9,469,797.42

**Yield information (thru 3/31/2021):**

Colotrust Prime - .02%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**REUNION METROPOLITAN DISTRICT  
Adams County, Colorado**

**FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION**

**YEAR ENDED DECEMBER 31, 2020**

**REUNION METROPOLITAN DISTRICT  
TABLE OF CONTENTS  
YEAR ENDED DECEMBER 31, 2020**

<b>INDEPENDENT AUDITOR'S REPORT</b>	<b>I</b>
<b>MANAGEMENT'S DISCUSSION AND ANALYSIS</b>	<b>III</b>
<b>BASIC FINANCIAL STATEMENTS</b>	
<b>GOVERNMENT-WIDE FINANCIAL STATEMENTS</b>	
STATEMENT OF NET POSITION	1
STATEMENT OF ACTIVITIES	2
<b>FUND FINANCIAL STATEMENTS</b>	
BALANCE SHEET – GOVERNMENTAL FUNDS	3
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS	4
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES	5
GENERAL FUND – STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL	6
SPECIAL REVENUE FUND – REC CENTER – STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL	7
SPECIAL REVENUE FUND – HOA – STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL	8
NOTES TO BASIC FINANCIAL STATEMENTS	9
<b>SUPPLEMENTARY INFORMATION</b>	
DEBT SERVICE FUND – SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL	27
CAPITAL PROJECTS FUND – SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL	28

**INSERT INDEPENDENT AUDITOR'S REPORT**

**REUNION METROPOLITAN DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEAR ENDED DECEMBER 31, 2020**

The management of Reunion Metropolitan District (the District) offers the readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended December 31, 2020.

The Management Discussion and Analysis (MD&A) focuses on the presentation of the financial statements and the related activities in two distinct ways: 1) the review of government-wide financials that reflect the overall assets and activity of the government including the District's capital assets and long term debt obligations, and 2) the more traditional view of the governmental funds that have been established to account for specific activities of the District.

This MD&A will provide a quick look at the highlights of each of these presentations, a more definitive view of what comprises each of these presentations, and a more detailed analysis of each of the presentations, key components and the changes that occurred during 2020.

### **Financial Highlights**

Government-wide financial statement highlights include:

- The assets of the District exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$55,996,472 (net position).
- Of the net position:
  - \$49,744,741 is the net investment in the District's capital assets, related to the acquisition of the assets.
  - The District has restricted a portion of the remaining net position as follows: \$432 is restricted for capital projects as the result of unexpended resources, \$524,887 is assigned for HOA related activity, and \$640,104 for recreation center operations.
  - After considering the above restrictions, the District has unrestricted net position in the amount of \$5,086,308.
- The District's total long-term liabilities increased by \$263,897:
  - The District incurred \$634,000 of interest on the Bonds.
  - The District paid \$343,195 of interest on the developer advances during the current fiscal year. The interest rate is 6.5%.
  - The District's obligation for compensated absences increased from \$27,490 to \$41,580 as of December 31, 2020.

**REUNION METROPOLITAN DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEAR ENDED DECEMBER 31, 2020**

- The government's total net position increased from 2019 to 2020 by \$40,383,654 under the full accrual method:
  - Program revenues increased from the prior year by \$37,922,117 primarily due to transfers from North Range MD No. 3 bond proceeds for capital expenditures. Expenses increased \$409,774 from the prior year primarily as a result of increased costs in District property maintenance. Depreciation expense was \$554,612 and interest and related costs on long-term obligations were \$975,146. Depreciation expense relates to noncash activities; therefore, refer to the fund financial statement highlights below for analysis more closely related to cash inflows and outflows.

Fund financial statement highlights include:

- As of the close of the current fiscal year, the District's governmental funds reported a combined ending fund balance of \$6,293,311.
- The restricted, assigned and unassigned amounts of \$433, \$1,336,640 and \$4,902,267 respectively, are available for spending at the District's discretion. They are comprised of:
  - During 2020, the General Fund received \$2,604,997 in revenues, offset with \$2,570,578 in expenditures; thereby, the net increase in fund balance for the year was \$34,419, resulting in an ending fund balance of \$456,347. \$53,971 is nonspendable and represents prepaid expenses at year end. \$171,649 of the ending fund balance is assigned for subsequent year's expenditures and \$230,727 is unassigned.
  - The Special Revenue Fund - Rec Center received \$762,763 in revenues during 2020, and expended \$664,874. This resulted in a net fund balance increase of \$97,889, with a remaining fund balance available for future use of \$640,104.
  - The Special Revenue Fund - HOA received \$285,699 in revenues during the current year, and incurred \$204,764 of expenditures; resulting in a net fund balance increase of \$80,935. The ending fund balance available is \$524,887.
  - The Debt Service Fund has an ending fund balance of \$1, which is restricted for future debt service payments.
  - The Capital Projects Fund has an ending fund balance of \$4,671,972, of which \$432 is assigned to future capital projects.

### **Overview of the Financial Statements**

Management's discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to financial statements. This report also contains other supplemental information in addition to the basic financial statements.

**Government-wide financial statements.** The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the District's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in the net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

**REUNION METROPOLITAN DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEAR ENDED DECEMBER 31, 2020**

The statement of activities presents information showing how the District's net assets changed during the current year. All changes in the net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenue and expenses are reported in this statement for some items that will only result in cash flows in future fiscal years.

Both of the government-wide financial statements identify functions of the District that are principally to be supported by taxes and intergovernmental revenues (i.e. governmental activities).

The government-wide financial statements can be found on pages 1 – 2 of this report.

**Fund financial statements.** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District are governmental funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions.

Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains five individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for each of the funds – general, two special revenue, and capital projects – all of which are considered to be major funds.

The District adopts an annual appropriated budget for each fund. Budgetary comparison statements have been provided for the general and special revenue funds in the basic financial statements to demonstrate compliance with the budget.

The basic governmental fund financial statements and reconciliation to the government-wide financial statements can be found on pages 3–8 of this report.

**Notes to financial statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to financial statements can be found on pages 9–25 of this report.



**REUNION METROPOLITAN DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEAR ENDED DECEMBER 31, 2020**

**Supplementary information.** The supplementary information provided in this report after the basic financial statements includes a schedule of revenues, expenditures, and changes in fund balances, budget and actual comparison, for the debt service fund and capital projects fund. These schedules can be found on pages 27-28 of this report.

**Governmental Activities Financial Analysis**

Net position may serve over time as a useful indicator of a government's financial position. In the case of the District, assets exceeded liabilities and deferred inflows of resources by \$40,246,355 at the close of the most recent fiscal year.

**Net Position**

	Governmental Activities		Increase (Decrease)
	2020	2019	
<b>Assets</b>			
Current and Other Assets	\$ 8,990,750	\$ 2,309,779	\$ 6,680,971
Capital Assets	67,637,786	34,325,891	33,311,895
Total Assets	76,628,536	36,635,670	39,992,866
<b>Liabilities</b>			
Current and Other Liabilities	2,434,464	3,268,403	(833,939)
Long-Term Liabilities	17,934,625	17,670,728	263,897
Total Liabilities	20,369,089	20,939,131	(570,042)
<b>Deferred Inflows of Resources</b>			
Deferred Revenue	262,975	83,721	179,254
Total Deferred Inflows of Resources	262,975	83,721	179,254
<b>Net Position</b>			
Net Investment in Capital Assets	49,744,741	15,388,236	34,356,505
Restricted	1,165,423	1,038,710	126,713
Unrestricted	5,086,308	(814,128)	5,900,436
Total Net Position	\$ 55,996,472	\$ 15,612,818	\$ 40,383,654

The most significant portion of the District's net position (89%) represents the District's investment in capital assets (e.g. land, buildings, infrastructure, machinery, and equipment) net of the outstanding debt used to acquire those assets. The District acquired these capital assets in order to provide services to citizens. Consequently, these assets are not available for future spending.

**REUNION METROPOLITAN DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEAR ENDED DECEMBER 31, 2020**

The District has an unrestricted net position in the amount of \$5,086,308. This amount can be used by the District to meet its ongoing obligations to citizens and creditors.

**Change in Net Position**

	Governmental Activities		Increase (Decrease)
	2020	2019	
<b>Revenues</b>			
Program Revenues:			
Charges for Services	\$ 1,012,884	\$ 1,194,968	\$ (182,084)
Operating Grants and Contributions	2,717,756	2,151,775	565,981
Capital Grants and Contributions	42,899,036	5,360,816	37,538,220
General Revenues:			
Investment Income	7,919	66,820	(58,901)
Other	200,106	71,585	128,521
Total Revenues	46,837,701	8,845,964	37,991,737
<b>Expenses</b>			
General Government	439,796	357,725	82,071
Parks and Recreation	3,250,609	2,908,966	341,643
HOA Management	204,764	249,363	(44,599)
Intergovernment - Public works	1,583,732	1,699,253	(115,521)
Interest and Related Costs on Long-Term Debt	975,146	828,966	146,180
Total Expenses	6,454,047	6,044,273	409,774
<b>CHANGE IN NET POSITION</b>	40,383,654	2,801,691	37,581,963
Net Position - Beginning of Year	15,612,818	12,811,127	2,801,691
<b>NET POSITION - END OF YEAR</b>	<u>\$ 55,996,472</u>	<u>\$ 15,612,818</u>	<u>\$ 40,383,654</u>

The District's net position increased by \$40,383,654 during the current fiscal year. Intergovernmental revenues, which primarily consist of property taxes transferred from North Range Metropolitan District No. 1 and No. 2, are accounted for as operating grants and contributions. Charges for services include fees collected for Recreation Center and HOA related activities. Capital grants and contributions include system development fees and a 33% share of sales and use taxes and permit fees from the city of Commerce City, and property taxes transferred from North Range Metropolitan District No. 1.

**Governmental Funds Financial Analysis**

As noted earlier, the District used fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

**REUNION METROPOLITAN DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEAR ENDED DECEMBER 31, 2020**

As of the end of the current fiscal year, the District's governmental funds reported a combined ending fund balance of \$6,293,311, all of which constitutes an assigned, unassigned, restricted, or nonspendable fund balance, which is available for spending at the government's discretion within the parameters established for each fund.

The General Fund is the chief operating fund of the District. At the end of the current fiscal year, an assigned fund balance of \$171,649, unassigned fund balance of \$230,727 and nonspendable fund balance of \$53,971 was held in the General Fund.

The Special Revenue - Rec Center Fund is used for expenditures related to the Reunion Recreation Center. At the end of the current fiscal year, an assigned fund balance of \$640,104 was held in the fund.

The Special Revenue - HOA Fund is used for expenditures related to the contractual management of the Reunion Homeowners Association. At the end of the current fiscal year, an assigned fund balance of \$524,887 was held in the fund.

The Debt Service Fund is used for future debt service payments. At the end of the year, a restricted fund balance of \$1 was held in the fund.

The Capital Projects Fund is used for future construction of infrastructure and other capital-related activities. At year-end total fund balance is \$4,671,972, of which \$432 is restricted.

### **General Fund Budgetary Highlights**

The District prepares its budget on the modified accrual basis of accounting to recognize the fiscal impact of debt issuance, sales of assets and debt repayments, as well as capital outlay, in addition to operations and non-operating revenue and contributions. Depreciation is not reflected on the budget since it does not affect funds available. This budgetary accounting is required by State statutes.

### **Capital Assets and Debt Administration**

**Capital assets.** The District had \$67,637,786 invested in net capital assets for its governmental activities for the year ended December 31, 2020. This investment in capital assets, which is net of accumulated depreciation, includes land improvement for parks and arterial landscape, roadway improvements, and storm drainage facilities.

There was capital activity during 2020, with \$33,487,613 in total capital outlay. Additional information on the District's capital assets can be found within Note 4 of this report.

**Debt administration.** During 2017, the District issued Series 2017 Subordinate Bond (Nonrated, Cash Flow, Fill-up bonds) in the original par amount of \$16,600,000 with the final par being \$21,600,000. The bonds bear interest at 4% and are payable beginning December 15, 2017 based on available cash flow from excess revenues generated from the North Range 1 and 2 developments. During 2018, the District approved the First Supplemental Trust Indenture increasing the amount to be deposited to the Project Fund from \$5,000,000 to \$10,200,000. No payments will be made on the Bonds until \$10,200,000 in excess revenues have been generated to fund certain capital improvements.

Additional information on the District's long-term obligations can be found within Note 5 of this report.

**REUNION METROPOLITAN DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEAR ENDED DECEMBER 31, 2020**

**Next Year's Budget and Rates**

The District has appropriated \$2,899,979 in the General Fund for spending in the 2021 fiscal year. It is intended that fund balance plus transfers from the North Range Metropolitan District Nos. 1 – 4 will be sufficient to cover these expenditures.

**Request for Information**

Management's discussion and analysis is designed to provide a general overview of the District's finances. Questions concerning any of the information provided within this report or requests for additional information should be addressed to:

District Accountant of Reunion Metropolitan District  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

## **BASIC FINANCIAL STATEMENTS**

**REUNION METROPOLITAN DISTRICT  
STATEMENT OF NET POSITION  
DECEMBER 31, 2020**

	Governmental Activities
<b>ASSETS</b>	
Cash and Investments	\$ 1,758,657
Cash and Investments - Restricted	3,267,959
Accounts Receivable	3,470,305
Due From Other Governments	439,858
Prepaid and Other Assets	53,971
Capital Assets, Not Being Depreciated	57,473,868
Capital Assets, Net of Accumulated Depreciation	<u>10,163,918</u>
Total Assets	<u>76,628,536</u>
<b>LIABILITIES</b>	
Accounts Payable	1,420,828
Retainage Payable	563,878
Accrued Wages	8,306
Customer Deposits	9,018
Due to Other Governments	432,434
Noncurrent Liabilities	
Due In More Than One Year	<u>17,934,625</u>
Total Liabilities	<u>20,369,089</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Deferred Revenue	<u>262,975</u>
Total Deferred Inflows of Resources	<u>262,975</u>
<b>NET POSITION</b>	
Net Investment in Capital Assets	49,744,741
Restricted For:	
Capital Projects	432
HOA Fund	524,887
Recreation Center	640,104
Unrestricted	<u>5,086,308</u>
Total Net Position	<u><u>\$ 55,996,472</u></u>

See accompanying Notes to Basic Financial Statements.

(1)

DRAFT. NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS.

**REUNION METROPOLITAN DISTRICT  
STATEMENT OF ACTIVITIES  
YEAR ENDED DECEMBER 31, 2020**

	Expenses	Program Revenues			Net Revenues (Expenses) and Change in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
<b>FUNCTIONS/PROGRAMS</b>					
Primary Government:					
Government Activities:					
General Government	\$ 439,796	\$ -	\$ 353,195	\$ -	\$ (86,601)
Parks	2,463,209	-	2,223,231	-	(239,978)
Recreation	787,400	758,157	-	-	(29,243)
HOA	204,764	254,727	19,383	-	69,346
Intergovernmental - NRMD 1, NRMD 2, NRMD3 Transfers	1,583,732	-	-	36,705,193	35,121,461
IGA Contribution from South Adams and Commerce City	-	-	-	6,367,665	6,367,665
Transfer of Improvements from NRMD 2	-	-	-	(173,822)	(173,822)
Interest and Related Costs on Long-Term Obligations	975,146	-	121,947	-	(853,199)
Total Government Activities	<u>\$ 6,454,047</u>	<u>\$ 1,012,884</u>	<u>\$ 2,717,756</u>	<u>\$ 42,899,036</u>	\$ 40,175,629
<b>GENERAL REVENUES</b>					
Investment Income					7,919
Other Income					<u>200,106</u>
Total General Revenues					<u>208,025</u>
<b>CHANGE IN NET POSITION</b>					40,383,654
Net Position - Beginning of Year					<u>15,612,818</u>
<b>NET POSITION - END OF YEAR</b>					<u>\$ 55,996,472</u>

See accompanying Notes to Basic Financial Statements.

**REUNION METROPOLITAN DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
DECEMBER 31, 2020**

	General	Special Revenue Rec Center	Special Revenue HOA	Debt Service	Capital Projects	Total Governmental Funds
<b>ASSETS</b>						
Cash and Investments	\$ 343,315	\$ 848,574	\$ 566,768	\$ -	\$ -	\$ 1,758,657
Cash and Investments - Restricted	-	-	-	1	3,267,958	3,267,959
Accounts Receivable, Net of Allowance	3,356	39,719	30,142	-	3,397,088	3,470,305
Prepaid Expenses	53,971	-	-	-	-	53,971
Due From Other Governments	148,330	-	-	-	291,528	439,858
Total Assets	<u>\$ 548,972</u>	<u>\$ 888,293</u>	<u>\$ 596,910</u>	<u>\$ 1</u>	<u>\$ 6,956,574</u>	<u>\$ 8,990,750</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>						
<b>LIABILITIES</b>						
Payables						
Accounts	\$ 88,418	\$ 38,759	\$ 5,361	\$ -	\$ 1,288,290	\$ 1,420,828
Wages	4,207	4,099	-	-	-	8,306
Deposits	-	-	9,018	-	-	9,018
Due to Other Governments	-	-	-	-	432,434	432,434
Retainage Payable	-	-	-	-	563,878	563,878
Total Liabilities	92,625	42,858	14,379	-	2,284,602	2,434,464
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred Revenue	-	205,331	57,644	-	-	262,975
Total Deferred Inflows of Resources	-	205,331	57,644	-	-	262,975
<b>FUND BALANCES</b>						
Nonspendable	53,971	-	-	-	-	53,971
Restricted	-	-	-	1	432	433
Assigned	171,649	640,104	524,887	-	-	1,336,640
Unassigned	230,727	-	-	-	4,671,540	4,902,267
Total Fund Balances	<u>456,347</u>	<u>640,104</u>	<u>524,887</u>	<u>1</u>	<u>4,671,972</u>	<u>6,293,311</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 548,972</u>	<u>\$ 888,293</u>	<u>\$ 596,910</u>	<u>\$ 1</u>	<u>\$ 6,956,574</u>	
Amounts reported for governmental activities in the statement of net position are different because:						
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.						67,637,786
Long-term liabilities, are not due and payable in the current period and, therefore, are not reported in the funds.						
Bonds Payable						(15,850,000)
Accrued Interest on Bonds Payable						(1,928,417)
Developer Advance Payable						(114,445)
Developer Advance Payable - Interest						(183)
Compensated Absences						(41,580)
Net Position of Governmental Activities						<u>\$ 55,996,472</u>

See accompanying Notes to Basic Financial Statements.



**REUNION METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES –  
GOVERNMENTAL FUNDS  
YEAR ENDED DECEMBER 31, 2020**

	General	Special Revenue Rec Center	Special Revenue HOA	Debt Service	Capital Projects	Total Governmental Funds
<b>REVENUES</b>						
MLEPA Payments	\$ 2,354,631	\$ -	\$ -	\$ -	\$ 2,190,706	\$ 4,545,337
Alleyway Costs Reimbursement	3,000	-	-	-	-	3,000
Carriage Home (NRMD 1 & 2 Sub-District)	218,795	-	-	-	-	218,795
Recreation Fees	-	907,350	-	-	-	907,350
Recreation Fees Credit	-	(192,360)	-	-	-	(192,360)
Recreation Fees - Other	-	1,673	-	-	-	1,673
Program Fees	-	41,494	-	-	-	41,494
Assessment	-	-	254,727	-	-	254,727
Violations and Penalties	-	-	15,333	-	-	15,333
AR Processing Fee	-	-	4,050	-	-	4,050
Legal Fees Reimbursement	-	-	9,850	-	-	9,850
Transfer from NR2	-	-	-	-	55,869	55,869
Transfer from NR3	-	-	-	-	31,864,010	31,864,010
System Development Fees	-	-	-	-	1,252,500	1,252,500
Impact Fees - Commerce City	-	-	-	-	289,051	289,051
Sales/Use Tax/Permit Fees - Commerce City	-	-	-	-	1,053,057	1,053,057
Cost Reimbursement South Adams County	-	-	-	-	958,256	958,256
Cost Reimbursement Commerce City	-	-	-	-	5,409,409	5,409,409
Net Investment Income	1,562	1,818	1,739	-	2,800	7,919
Miscellaneous Income	27,009	2,788	-	-	160,459	190,256
Total Revenues	<u>2,604,997</u>	<u>762,763</u>	<u>285,699</u>	<u>-</u>	<u>43,236,117</u>	<u>46,889,576</u>
<b>EXPENDITURES</b>						
General Government	342,937	-	-	-	76,188	419,125
Intergovernmental	106,883	-	-	-	1,476,849	1,583,732
District Property Maintenance	2,120,758	-	-	-	-	2,120,758
Rec Center Operations	-	519,399	-	-	-	519,399
Pool Operations	-	29,656	-	-	-	29,656
Programs	-	105,571	-	-	-	105,571
Playground/Park Pavilion	-	2,859	-	-	-	2,859
Concession Building	-	7,389	-	-	-	7,389
HOA Operations	-	-	204,764	-	-	204,764
Capital Outlay	-	-	-	-	33,957,275	33,957,275
Total Expenditures	<u>2,570,578</u>	<u>664,874</u>	<u>204,764</u>	<u>-</u>	<u>35,510,312</u>	<u>38,950,528</u>
<b>EXCESS OF REVENUES OVER (UNDER)</b>						
<b>EXPENDITURES</b>	34,419	97,889	80,935	-	7,725,805	7,939,048
<b>OTHER FINANCING SOURCES (USES)</b>						
Developer Advance	-	-	-	-	22,255,813	22,255,813
Developer Repayment (MLEPA)	-	-	-	-	(1,625,000)	(1,625,000)
Developer Advance Repayment	-	-	-	-	(22,528,622)	(22,528,622)
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(1,897,809)</u>	<u>(1,897,809)</u>
<b>NET CHANGE IN FUND BALANCES</b>						
	34,419	97,889	80,935	-	5,827,996	6,041,239
Fund Balances - Beginning of Year	<u>421,928</u>	<u>542,215</u>	<u>443,952</u>	<u>1</u>	<u>(1,156,024)</u>	<u>252,072</u>
<b>FUND BALANCES - END OF YEAR</b>	<u>\$ 456,347</u>	<u>\$ 640,104</u>	<u>\$ 524,887</u>	<u>\$ 1</u>	<u>\$ 4,671,972</u>	<u>\$ 6,293,311</u>

See accompanying Notes to Basic Financial Statements.

**REUNION METROPOLITAN DISTRICT**  
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES**  
**IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES**  
**YEAR ENDED DECEMBER 31, 2020**

Net Change in Fund Balances - Governmental Funds \$ 6,041,239

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. In the statement of activities, capital outlay is not reported as an expenditure. However, the statement of activities will report as depreciation expense, the allocation of the cost of any depreciable asset over the estimated useful life of the asset. Therefore, this is the amount of capital outlay, net of depreciation, in the current period.

Capital Outlay	34,040,329
Depreciation	(554,612)
Transfer of Improvements from NRMD 2	(173,822)

The issuance of long-term debt (e.g., Developer advances, Bonds, capital leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Developer Advance	(22,255,813)
Developer Advance Repayment	23,811,557

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Accrued Interest on Developer Advances - Change in Liability	919
Accrued Interest on Bonds Payable - Change in Liability	(634,000)
Change in Compensated Absences	<u>(14,090)</u>

Change in Net Position of Governmental Activities	<u><u>\$ 40,383,654</u></u>
---	-----------------------------

See accompanying Notes to Basic Financial Statements.

**REUNION METROPOLITAN DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL  
YEAR ENDED DECEMBER 31, 2020**

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>				
MLEPA Payment - NRMD1	\$ 1,706,081	\$ 1,716,050	\$ 1,716,074	\$ 24
MLEPA Payment - NRMD2	639,615	637,946	637,880	(66)
MLEPA Payment - NRMD3	588	567	530	(37)
MLEPA Payment - NRMD4	160	159	147	(12)
Net Investment Income	1,500	1,750	1,562	(188)
Alleyway Costs Reimbursement	3,000	3,000	3,000	-
Carriage Home (NRMD 1 & 2 Sub-District)	120,000	215,000	218,795	3,795
Micellaneous Income	5,000	27,000	27,009	9
Total Revenues	<u>2,475,944</u>	<u>2,601,472</u>	<u>2,604,997</u>	<u>3,525</u>
<b>EXPENDITURES</b>				
General Operations & Administration	328,025	369,953	342,937	27,016
Intergovernmental	51,880	107,020	106,883	137
District Property Maintenance	2,330,973	2,273,027	2,120,758	152,269
Total Expenditures	<u>2,710,878</u>	<u>2,750,000</u>	<u>2,570,578</u>	<u>179,422</u>
<b>NET CHANGE IN FUND BALANCE</b>	(234,934)	(148,528)	34,419	182,947
Fund Balance - Beginning of Year	<u>323,495</u>	<u>421,928</u>	<u>421,928</u>	<u>-</u>
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ 88,561</u>	<u>\$ 273,400</u>	<u>\$ 456,347</u>	<u>\$ 182,947</u>

See accompanying Notes to Basic Financial Statements.

**REUNION METROPOLITAN DISTRICT  
SPECIAL REVENUE FUND – REC CENTER  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL  
YEAR ENDED DECEMBER 31, 2020**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>			
Recreation Fees	\$ 889,200	\$ 907,350	\$ 18,150
Recreation Fee Credit	-	(192,360)	(192,360)
Recreation Fees - Other	25,000	1,673	(23,327)
(Allowance for Fees Not Collected)	(5,000)	-	5,000
Program Fees	170,000	41,494	(128,506)
Net Investment Income	1,900	1,818	(82)
Miscellaneous Income	10,000	2,788	(7,212)
Total Revenues	<u>1,091,100</u>	<u>762,763</u>	<u>(328,337)</u>
<b>EXPENDITURES</b>			
Rec Center Operations	946,595	519,399	427,196
Reunion Park Pool Operations	187,227	24,442	162,785
Southlawn Pool Operations	155,227	5,214	150,013
Programs	169,162	105,571	63,591
Playground/Park Pavilion	5,000	2,859	2,141
Concession Building	17,100	7,389	9,711
Total Expenditures	<u>1,480,311</u>	<u>664,874</u>	<u>815,437</u>
<b>NET CHANGE IN FUND BALANCE</b>	(389,211)	97,889	487,100
Fund Balance - Beginning of Year	<u>491,841</u>	<u>542,215</u>	<u>50,374</u>
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ 102,630</u>	<u>\$ 640,104</u>	<u>\$ 537,474</u>

See accompanying Notes to Basic Financial Statements.

(7)

DRAFT. NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS.

**REUNION METROPOLITAN DISTRICT  
SPECIAL REVENUE FUND – HOA  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL  
YEAR ENDED DECEMBER 31, 2020**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>			
Assessment	\$ 250,000	\$ 254,727	\$ 4,727
Violations and Penalties	30,000	15,333	(14,667)
(Allowance for Fees Not Collected)	(15,000)	-	15,000
AR Processing Fee	15,000	4,050	(10,950)
HOA Other Fees	2,000	-	(2,000)
Legal Fees Reimbursement	15,000	9,850	(5,150)
Net Investment Income	3,000	1,739	(1,261)
Total Revenues	<u>300,000</u>	<u>285,699</u>	<u>(14,301)</u>
<b>EXPENDITURES</b>			
HOA Operations	<u>275,050</u>	<u>204,764</u>	<u>70,286</u>
Total Expenditures	<u>275,050</u>	<u>204,764</u>	<u>70,286</u>
<b>NET CHANGE IN FUND BALANCE</b>	24,950	80,935	55,985
Fund Balance - Beginning of Year	<u>431,833</u>	<u>443,952</u>	<u>12,119</u>
<b>FUND BALANCE - END OF YEAR</b>	<u><u>\$ 456,783</u></u>	<u><u>\$ 524,887</u></u>	<u><u>\$ 68,104</u></u>

See accompanying Notes to Basic Financial Statements.

**REUNION METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 1    DEFINITION OF REPORTING ENTITY**

Reunion Metropolitan District (Reunion or District), a quasi-municipal corporation and political subdivision of the state of Colorado, was organized by Court Order and Decree of the District Court on December 27, 2000, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District's service area is located within the City of Commerce City, Adams County, Colorado. The District was organized in conjunction with North Range Metropolitan District Nos. 1, 2, 3, 4 and 5 (collectively, NRMDs). Reunion and the NRMDs have entered into intergovernmental agreements whereby Reunion provides the construction for street improvements, storm drainage improvements, safety protection facilities, water and wastewater improvements, sanitation, park and recreation, transportation, and mosquito control. The service plan anticipates that Reunion will be responsible for managing the construction, operation and maintenance of such improvements and facilities and that the NRMDs will provide the necessary funding to Reunion.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

The District is not financially accountable for any other organization, nor is the District a component unit of any other primary governmental entity.

**NOTE 2    SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The more significant accounting policies of the District are described as follows:

**Government-Wide and Fund Financial Statements**

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenues.

The statement of net position reports all financial and capital resources of the District. The difference between the sum of assets and deferred outflows and the sum of liabilities and deferred inflows is reported as net position.

**REUNION METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Government-Wide and Fund Financial Statements (Continued)**

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for the governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

**Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are service fees and Commerce City sales and use taxes. All other revenue items are considered to be measurable and available only when cash is received by the District. The District determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures other than interest on long-term obligations are recorded when the liability is incurred or the long-term obligation is due.

The District reports the following major governmental funds:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Special Revenue Funds are used to collect and disperse money designated for specific purposes due to legal or contractual agreements. The Special Revenue Funds are used to account for Recreation Center (Rec Center) revenues and the District's Homeowners Association (HOA) revenues.

The Debt Service Fund is used to account for the resources accumulated and payments made for principal, interest and other costs related to the Series 2017 Bonds.

The Capital Projects Fund is used to account for financial resources to be used for the acquisition and construction of capital equipment and facilities.

**REUNION METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Budgets**

In accordance with the State Budget Law, the District's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures level and lapses at year-end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

The District amended its annual budget for the year ended December 31, 2020.

**Pooled Cash and Investments**

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single bank account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each funds' average equity balance in the total cash.

**Property Taxes**

Property taxes are levied by the District Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflow of resources in the year they are levied and measurable. The unearned property tax revenues are recorded as revenue in the year they are available or collected.

**Capital Assets**

Capital assets, which include property, plant, equipment, tap fees and water rights, and infrastructure assets (e.g. roads, bridges, sidewalks, and similar items), are reported in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

Capital assets which are anticipated to be conveyed to other governmental entities are recorded as construction in progress and are not included in the calculation of invested in capital assets, net of related debt component of the District's net position.



**REUNION METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Capital Assets (Continued)**

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable.

Upon completion of construction, arterial street construction improvements, traffic signals, and certain storm drainage improvements are dedicated to the city of Commerce City and South Adams County Water and Sanitation District and are shown as a reduction to capital assets. Depreciation expense has been computed using the straight-line method over the following estimated economic useful lives:

Park Infrastructure and Buildings	30 years
Office Buildings and Recreation Centers	40 years
Furniture, Machinery, and Equipment	3 to 10 years

**Compensated Absences**

The District has a policy that allows employees to accumulate paid time off up to certain maximum hours or amounts. Compensated absences are accrued when incurred in the government-wide, financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. The District's General Fund is used to liquidate compensated absences of the governmental activities.

**Development Fees**

Pursuant to the System Development Fee Resolution, the District has authorized and imposed a system development fee for residential, commercial, and industrial property owners. The fee, which is periodically reset, is designed to recover a portion of the estimated costs of the construction of arterial roadways, arterial landscaping, storm drainage facilities, and the park system. The fees are recorded as revenue when received.

Pursuant to the intergovernmental agreement with Commerce City, the District has authorized and imposed a City Credit Fee for residential, commercial, and industrial property owners equal to the road impact fee established by Commerce City. To the extent that the District expends funds for road projects that would otherwise be built by the city from proceeds of the road impact fee, the District is entitled to collect and retain the City Credit Fee.

**Deferred Inflows of Resources**

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Accordingly, the item, *deferred revenue*, is deferred and recognized as an inflow of resources in the period that the amount becomes available.

**REUNION METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Equity**

**Net Position**

For government-wide presentation purposes when both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first, then unrestricted resources as they are needed.

**Fund Balance**

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

*Nonspendable Fund Balance* – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

*Restricted Fund Balance* – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

*Committed Fund Balance* – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

*Assigned Fund Balance* – The portion of fund balance that is constrained by the government's intent to be used for specific purposes, but is neither restricted nor committed. Intent is expressed by the Board of Directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

*Unassigned Fund Balance* – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District's practice to use the most restrictive classification first.

**REUNION METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 3 CASH AND INVESTMENTS**

Cash and investments as of December 31, 2020, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 1,758,657
Cash and Investments - Restricted	<u>3,267,959</u>
Total Cash and Investments	<u><u>\$ 5,026,616</u></u>

Cash and investments as of December 31, 2020, consist of the following:

Deposits with Financial Institutions	\$ 659,210
Investments	<u>4,367,406</u>
Total Cash and Investments	<u><u>\$ 5,026,616</u></u>

**Deposits with Financial Institutions**

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least 102% of the aggregate uninsured deposits.

The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

At December 31, 2020, the District's cash deposits had a bank balance and a carrying balance of \$659,210.

**Investments**

The District has not adopted a formal investment policy; however, the District follows state statutes regarding investments.

The District generally limits its concentration of investments to those noted with an asterisk (\*) below, which are believed to have minimal credit risk, minimal interest rate risk and no foreign currency risk. Additionally, the District is not subject to concentration risk or investment custodial risk disclosure requirements for investments that are in the possession of another party.

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the Board of Directors. Such actions are generally associated with a debt service reserve or sinking fund requirements.

**REUNION METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 3 CASH AND INVESTMENTS (CONTINUED)**

**Investments (Continued)**

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- . Obligations of the United States, certain U.S. government agency securities and securities of the World Bank
- . General obligation and revenue bonds of U.S. local government entities
- . Certain certificates of participation
- . Certain securities lending agreements
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Written repurchase agreements and certain reverse repurchase agreements collateralized
- . Certain money market funds
- . Guaranteed investment contracts
- \* Local government investment pools

As of December 31, 2020, the District had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Amount</u>
Colorado Local Government Liquid Asset Trust (COLOTRUST)	Weighted Average Under 60 Days	<u>\$ 4,367,406</u>

**COLOTRUST**

The District invested in the Colorado Local Government Liquid Asset Trust (COLOTRUST) (the Trust), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces all State statutes governing the Trust. The Trust operates similarly to a money market fund and each share is equal in value to \$1.00. The Trust offers shares in two portfolios, COLOTRUST PRIME and COLOTRUST PLUS+. Both portfolios may invest in U.S. Treasury securities and repurchase agreements collateralized by U.S. Treasury securities. COLOTRUST PLUS+ may also invest in certain obligations of U.S. government agencies, highest rated commercial paper and any security allowed under CRS 24-75-601. A designated custodial bank serves as custodian for the Trust's portfolios pursuant to a custodian agreement. The custodian acts as safekeeping agent for the Trust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by the Trust. COLOTRUST is rated AAAM by Standard & Poor's. COLOTRUST records its investments at fair value and the District records its investment in COLOTRUST at net asset value as determined by fair value. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

**REUNION METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 4 CAPITAL ASSETS**

An analysis of the changes in capital assets for the year ended December 31, 2020 follows:

	Balance at December 31, 2019	Additions	Transfers and Retirements	Balance at December 31, 2020
Capital Assets, Not Being Depreciated:				
Land and Land Improvements	\$ 10,558,733	\$ -	\$ -	\$ 10,558,733
Public Infrastructure to be Dedicated	2,736,146	1,896	-	2,738,042
Tap Fees and Water Rights	1,615,000	-	-	1,615,000
Construction in Process	8,812,136	33,925,675	175,718	42,562,093
Total Capital Assets, Not Being Depreciated	23,722,015	33,927,571	175,718	57,473,868
Capital Assets, Being Depreciated:				
Buildings	5,692,652	15,000	-	5,707,652
Underdrain	115,823	31,600	-	147,423
Park System Improvements Other Than Buildings	10,178,956	52,888	-	10,231,844
Machinery and Equipment	412,327	15,166	-	427,493
Total Capital Assets, Being Depreciated	16,399,758	114,654	-	16,514,412
Less: Accumulated Depreciation For:				
Buildings	(2,191,948)	(153,910)	-	(2,345,858)
Underdrain	(10,196)	(6,581)	-	(16,777)
Park System Improvements Other Than Buildings	(3,262,022)	(363,569)	-	(3,625,591)
Machinery and Equipment	(331,716)	(30,552)	-	(362,268)
Total Accumulated Depreciation	(5,795,882)	(554,612)	-	(6,350,494)
Total Capital Assets, Being Depreciated, Net	10,603,876	(439,958)	-	10,163,918
Governmental Activities Capital Assets, Net	<u>\$ 34,325,891</u>	<u>\$ 33,487,613</u>	<u>\$ 175,718</u>	<u>\$ 67,637,786</u>

Public infrastructure to be dedicated includes those projects that are to be dedicated to Commerce City or South Adams Water and Sanitation District upon completion of construction and the appropriate acceptance.

**REUNION METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 4 CAPITAL ASSETS (CONTINUED)**

Depreciation expense was charged to functions/programs as follows:

Governmental Activities:

Parks	\$ 392,480
Recreation	155,551
General	<u>6,581</u>
Total Depreciation Expense - Governmental Activities	<u><u>\$ 554,612</u></u>

**NOTE 5 LONG-TERM OBLIGATIONS**

The District's outstanding long-term obligations at December 31, 2020, were as follows:

	Balance at December 31, 2019	Additions	Reductions	Balance at December 31, 2020	Due Within One Year
<b>Bonds Payable</b>					
Series 2017	\$ 15,850,000	\$ -	\$ -	\$ 15,850,000	\$ -
Accrued Interest on:					
Bonds Payable	<u>1,294,417</u>	<u>634,000</u>	<u>-</u>	<u>1,928,417</u>	<u>-</u>
<b>Subtotal of Bonds Payable</b>	<u>17,144,417</u>	<u>634,000</u>	<u>-</u>	<u>17,778,417</u>	<u>-</u>
<b>Other Debts</b>					
Developer Advance Payable	1,791,006	22,255,813	23,932,374	114,445	-
Compensated Absences	27,490	14,090	-	41,580	-
Accrued Interest on:					
Developer Advance Interest	<u>2,232</u>	<u>341,146</u>	<u>343,195</u>	<u>183</u>	<u>-</u>
<b>Subtotal of Other Debts</b>	<u>1,820,728</u>	<u>22,611,049</u>	<u>24,275,569</u>	<u>156,208</u>	<u>-</u>
<b>Total Long-Term Obligations</b>	<u><u>\$ 18,965,145</u></u>	<u><u>\$ 23,245,049</u></u>	<u><u>\$ 24,275,569</u></u>	<u><u>\$ 17,934,625</u></u>	<u><u>\$ -</u></u>

**Series 2017 Subordinate Bonds**

On June 30, 2017, the District issued Subordinate Revenue Bonds in the original par amount of \$16,600,000 with the final par amount being \$21,600,000. The Bonds bear Interest at 4.00%. Interest is payable annually on December 15, beginning on December 15, 2017, through and including the maturity date of December 15, 2047. Interest is calculated on the basis of a 360-day year of twelve 30-day months. Interest is payable to the extent of pledged revenue available on each December 15. The Bonds are secured by and payable solely from Pledged Revenue, consisting of monies derived by the District from the following sources: (i) Surplus Debt Mill levy Revenues as defined by the MLEPA, (ii) System Development Fee Revenues not otherwise pledged to the NRMD Districts, (iii) City Credit Fee Revenues, (iv) Use Tax revenues, and (v) Surplus Sales Tax Revenues. At this time, the schedule of repayments on the Series 2017 Bonds is unknown and will be made when cash flow is available. With the issuance of these Bonds, the District assumed and paid the developer advance liability of NRMD 2 under the Amended and Restated Advance and

**REUNION METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)**

**Series 2017 Subordinate Bonds (Continued)**

Reimbursement Agreement between Shea Homes and NRMD 2, dated July 3, 2007. The total amount outstanding as of June 30, 2017 was \$10,236,429. \$9,629,586 was paid and \$606,843 was forgiven. Additionally, the District repaid amounts due and owing under the 2016 Amended and Restated Facilities Acquisition Agreement.

On December 18, 2018, the District approved the First Supplemental Trust Indenture in order to increase the amount of pledged revenues to be deposited into the NRMD 2 Project Fund from \$5,000,000 to \$10,200,000. No payments will be made on the Bonds until \$10,200,000 in excess revenues have been generated to fund capital improvements.

**Authorized Debt**

On November 7, 2000, a majority of the qualified electors of the District who voted in the election authorized the issuance of indebtedness in an amount not to exceed \$1,036,000,000 at an interest rate not to exceed 18% per annum. Per the Service Plan, the District is permitted to issue bond indebtedness of up to \$280,000,000. The District has \$258,400,000 of authorization remaining.

In the future, the District may issue a portion or all of the remaining authorized but unissued general obligation debt for purposes of providing public improvements to support development as it occurs within the District's service area.

**Amended and Restated Facilities Acquisition Agreement**

On August 2, 2016, the District and the Developer entered into an Amended and Restated Facilities Acquisition Agreement (the Facilities Acquisition Agreement), pursuant to which the Developer has agreed to either advance funds to the District to finance construction of Public Improvements to serve the North Range Districts or to construct such Public Improvements. The District has agreed to reimburse the Developer for such advances or construction and, where applicable, to acquire the Public Improvements constructed by the Developer subject to and in accordance with the terms of the Facilities Acquisition Agreement.

The Facilities Acquisition Agreement provides that the District will reimburse the Developer for all costs eligible for reimbursement by the District which are advanced by the Developer or incurred by the Developer in connection with the public Improvements, together with simple interest accrued at a rate equal to the Municipal Market Data (MMD) BAA 30-year index, plus 5%, not to exceed a maximum interest rate of 8% simple interest, as determined at the time at which such repayment obligation is incurred.

**REUNION METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)**

**Authorized Debt (Continued)**

**Amended and Restated Facilities Acquisition Agreement (Continued)**

The District is required to fund such reimbursement amounts either from the proceeds of bonds issued by one or more of the Districts or from other revenues of the District not otherwise required for reasonable operating costs of the District. The Facilities Acquisition Agreement provides that any mill levy certified by the District and/or the North Range Districts for the purposes of repaying costs thereunder may not exceed the Equalization Mill Levy, as defined in MLEPA, less amounts needed to service existing debt of the District and/or the North Range Districts. The Facilities Acquisition Agreement states that such mill levy limitation applies only to the extent that the District and/or the North Range Districts certify a mill levy to directly repay repayment obligations thereunder, and does not apply as a limit on any mill levy that may be pledged to any loans, bonds or reimbursement debt obligations unless specifically set forth in documents authorizing such instruments. All amounts owed by the District pursuant to the Facilities Acquisition Agreement are subject to annual appropriation by the District, unless the District determines to issue a reimbursement debt obligation with respect to any repayment obligation. As of December 31, 2020, no amounts are due and owing to the Developer as all amounts were paid prior to year-end.

**Funding and Reimbursement Agreement**

On December 19, 2017, the District and Clayton Properties Group II, Inc. (the New Developer) entered into a Funding and Reimbursement Agreement, pursuant to which the New Developer has agreed to advance funds to the District to finance construction of Public Improvements to serve the North Range Districts. The District has agreed to reimburse the New Developer for such advances and, where applicable, to acquire the Public Improvements constructed by the New Developer subject to and in accordance with the terms of the Funding and Reimbursement Agreement.

The New Developer has agreed to advance the District an amount up to \$3,000,000 through December 31, 2022 (the Loan Obligation Termination Date). The Loan Obligation Termination Date shall automatically extend for one additional year thereafter unless the New Developer provides written notice of termination to the District.

The District will reimburse the New Developer for all costs advanced by the New Developer with simple interest accrued at 6.5% annually. The District intends to repay any advances made under this Agreement from ad valorem taxes, fees, or other legally available revenues of the District, net of any debt services or current operations and maintenance costs of the District. The ad valorem taxes available to the District for the purpose of repaying advances shall not exceed the mill levy allowed pursuant to the Mill Levy Equalization and Pledge Agreement. As of December 31, 2020, outstanding advances under the agreement totaled \$114,4425 and accrued interest totaled \$183.



**REUNION METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 6 NET POSITION**

The District has net position consisting of three components - net investment in capital assets, restricted and unrestricted.

Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. As of December 31, 2020, the District had the following net investment in capital assets, calculated as follows:

Capital Assets, Net:	\$ 67,637,786
Noncurrent Portion of Outstanding Long-Term Obligations	<u>(17,893,045)</u>
Net Investment in Capital Assets	<u><u>\$ 49,744,741</u></u>

The restricted component of net position include net assets that are restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The District had a restricted net position as of December 31, 2020, as follows:

Restricted Net Position:	
Capital Projects	\$ 432
HOA Fund	524,887
Recreation Center	<u>640,104</u>
Total Restricted Net Position	<u><u>\$ 1,165,423</u></u>

The District has a deficit in unrestricted net position.

**NOTE 7 RELATED PARTIES**

The Developer of the property which constitutes the District is Shea Homes Limited Partnership. In 2017, Shea Homes sold the majority of the property to Clayton Properties Group II, Inc. (the New Developer). The members of the Board of Directors are employees, owners, or otherwise associated with the Developer or New Developer, and may have conflicts of interest in dealing with the District.

**REUNION METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 8    AGREEMENTS**

**Amended Mill Levy Equalization and Pledge Agreement**

On June 3, 2016, the District entered into a Mill Levy Equalization and Pledge Agreement (MLEPA) with NRMD Districts 1-4 (collectively, the MLEPA Districts and individually, an MLEPA District) and was amended on May 1, 2017 in order to promote the integrated plan of development set forth in the Service Plans for the MLEPA Districts. The MLEPA is intended to ensure an equitable allocation among the MLEPA Districts of the costs of administering, acquiring, installing, constructing, designing, financing, operating, and maintaining streets, water, sanitation and various other public improvements (collectively, the Public Improvements) and services, as well as covenant enforcement services within the District.

Pursuant to the MLEPA, each applicable NRMD agrees to impose an Equalization Mill Levy consisting of the Debt Service Mill Levy plus the Operations and Maintenance Mill Levy in order to pay the Developer Debt, the Senior Bonds, the Reunion debt, and the operations and maintenance costs of the Districts. The MLEPA generally defines the term Developer Debt as (i) amounts owed to the Developer by any applicable NRMD for advancing of guaranty payments on the Senior Bonds, for the provision of Public Improvements or for advancing of amounts to fund operations shortfalls and (ii) any other repayment obligation incurred by the MLEPA Districts in connection with advances made by the Developer to the MLEPA Districts for the purpose of paying the costs of designing, acquiring, installing, and constructing the Public Improvements or paying the operations and maintenance costs of the MLEPA Districts. The MLEPA defines the term "Senior Bonds" as all bonds issued by the applicable NRMD (now or in the future) which bonds shall be senior to any obligations of the applicable NRMD under the MLEPA as to the Developer Debt. The MLEPA defines the term Reunion Bonds as the Revenue Bonds, Series 2017 in an aggregate principal amount not to exceed \$21,600,000. So long as the 2017 Reunion Bonds remain outstanding, NRMD 1 and NRMD 2 shall each impose a Debt Service Mill Levy in the amount of 50 mills, subject to adjustment. As of the date of the amended MLEPA, no bonds, notes, Developer Debt, or any other debt obligation may be incurred by the NRMD Districts. During 2020, the District received \$2,190,706 in payments under this agreement.

**District Operating Services Agreement**

On June 3, 2016 the District entered into the District Operating Services Agreement with all Districts that are a party to the MLEPA as previously described. While the MLEPA sets forth the terms on which the District imposes the Equalization Mill Levy and transfers of specified proceeds thereof to the District, the District Operating Services Agreement sets forth the obligations of the District with respect to such proceeds and with respect to its role as the Service District, as contemplated by the MLEPA Districts' Service Plan. The District Operating Services Agreement states that, pursuant to the MLEPA Districts' Service Plan, the MLEPA Districts are intended to coordinate their efforts with respect to all activities authorized by the MLEPA Districts' Service Plan, including, without limitation, management and administration, structuring of financing, construction, and operations and maintenance of the Regional Public Improvements necessary and appropriate for the development of the Districts (defined as the Public Improvements for purposes of the District Operating Services Agreement), with the District acting on behalf of the applicable North Range Districts to lead such coordination.

**REUNION METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 8 AGREEMENTS (CONTINUED)**

**District Operating Services Agreement (Continued)**

In order to facilitate such coordination, the District Operating Services Agreement requires that the District provide Administrative Services and O&M Services to the applicable North Range Districts on the condition that the applicable North Range Districts observe and perform certain covenants and agreements, and are not otherwise in default under the District Operating Services Agreement. Administrative Services as defined by the District Operating Services Agreement, includes, among other services, coordination of board meetings and financial reporting, insurance and election administration, budget preparation, supervision of contractors, investment oversight, coordination of professional services, and obtaining any and all governmental and/or administrative approvals necessary to the provision of the Public Improvements. O&M Services as defined by the District Operating Services Agreement includes the provision of the administrative services, and ownership, operation and maintenance of certain Public Improvements along with the Covenant Services. The District Operating Service Agreement also states that the District may provide architectural review and covenant enforcement services to property within the MLEPA Districts for the benefit of the MLEPA Districts through an agreement with an owners association, or as set forth in a declaration of covenants, conditions or restrictions, or similar instrument, as otherwise permitted by Title 32, C.R.S.

The District Operating Services Agreement further authorizes the District to establish from time to time a fair and equitable fee to provide a source of funding to pay for the O&M Services. Each applicable North Range District acknowledges in the District Operating Services Agreement that the District will make determinations as to the appropriate User Fees on an annual basis, taking into account mill levy revenues received under the MLEPA in each fiscal year. They further acknowledge that they shall be responsible for any and all costs, fees, charges, and expenses incurred by the District in providing the Administrative Services and O&M Services through the imposition of the Operations and Maintenance Mill Levy, as well as the Debt Service Mill Levy to the extent the District borrows revenues to pay the Operating Services. In the event revenues from the Operations and Maintenance Mill Levy received by the District under the MLEPA are not appropriated by the applicable North Range Districts or are otherwise insufficient to pay the Costs for whatever reason, the Reunion District may impose User Fees to pay all such Costs in accordance with the District Operating Services Agreement. The District agrees to apply revenues from the Operations and Maintenance Mill Levy received by it under the MLEPA to pay the Costs of the Operating Services in accordance with the MLEPA and the District Operating Services Agreement.

**Development Fees**

The District and the City of Commerce City have agreed to impose and collect certain system development fees on all property within the development and to use the revenue collected from those fees to fund public infrastructure within the development. A portion of the system development fees collected by the District from property within North Range Metropolitan District No. 2, up to a maximum of \$7,725,000, is pledged to pay the bonds of North Range Metropolitan District No. 2. Additionally, a portion of the system development fees collected by the District from property within North Range Metropolitan District No. 3 is pledged to pay the bonds of North Range Metropolitan District No. 3.

**REUNION METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 8 AGREEMENTS (CONTINUED)**

**Development Fees (Continued)**

The District has entered into an agreement with the City of Commerce City whereby to the extent the District builds certain public infrastructure to benefit the District development, the District is entitled to receive the following from the Commerce City: a) proceeds from the Road Impact Fee assessed upon new development by Commerce City within the boundaries of the District and NRMD's; b) 33% of the revenue received with respect to building permits issued for property within the boundaries of the District and NRMD's; and c) an amount equal to 33% of any sales and use tax revenue collected by the City on property within the District and the NRMD's. The agreement commenced on January 1, 2002, and is binding for a term of 20 years.

The total revenues and transfers from the above are as follows:

	2020	Cumulative
System Development Fees (SDF)	\$ 1,252,500	\$ 12,419,904
Commerce City Road Impact Fees	289,051	3,984,559
Commerce City Building Permits	233,598	1,397,675
Commerce City Sales/Use Tax Revenue	819,459	5,638,751
Gross Revenue	<u>\$ 2,594,608</u>	<u>\$ 23,440,889</u>
Reunion SDF Transferred to NRMD 1	\$ -	\$ 5,499,973
Reunion SDF Transferred to NRMD 2	1,424,350	5,093,554
Reunion SDF Transferred to NRMD 3	420,000	420,000
Net Development Fees Collected	<u>\$ 1,424,350</u>	<u>\$ 10,593,527</u>

**Cost Share Agreement Related to the 112<sup>th</sup> Ave Improvements**

On November 4<sup>th</sup>, 2019, the District entered into a Cost Share Agreement with the City of Commerce City for the purpose of funding the construction of 112<sup>th</sup> Avenue from Chambers Road to Parkside Drive North (the Project). The District will undertake and complete all the design and permitting work associated with the Project. The parties shall pay their percentage costs associated with the design work for the Project with the exception of the work associated with a 16" non-potable water line, which will be fully funded by South Adams County Water & Sanitation District (SACWSD). The District shall fund the initial design work costs and the City shall reimburse the District for its portion upon submission of a design certification by the District engineer.

The District shall be responsible for coordinating the construction of each element of the Project. Total estimated City Share of the project costs is \$5,456,717. City shall pay the District \$500,000 as initial installment against its share of the project costs. Thereafter, at the conclusion of each following quarters, the City will issue quarterly payments in the amount of \$2,500,000 and \$2,000,000. A final payment in the amount of \$456,717 will be issued at the time of substantial completion, or the end of the 3<sup>rd</sup> quarter, whichever is later.

**REUNION METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 8 AGREEMENTS (CONTINUED)**

**Cost Share Agreement Related to the 112<sup>th</sup> Ave Improvements (Continued)**

Upon completion of the Project, operation and maintenance shall also be allocated among the parties. The District will be responsible for maintaining the landscaping and irrigation adjacent to the Reunion community, detention and water quality ponds constructed within Reunion Village 7-A and 7-B, and all underdrain infrastructure. The City will be responsible for maintaining the 112<sup>th</sup> Ave and Buffalo Run parking lot expansion, landscaping and irrigation along the north and south side of 112<sup>th</sup> Ave adjacent to the Buffalo Run Golf Course, as well as landscaping and irrigation within the Buffalo Run Golf Course property, including any water bills to SACWSD. All potable and non-potable water lines and sanitary sewer infrastructure will be responsibility of SACWSD.

**Agreement Related to the Reunion Ridge Filing No. 1 and South Adams Project**

On June 20<sup>th</sup>, 2020, the District entered into an Agreement with South Adams County Water and Sanitation District for the purpose of the construction of SACWSD's Project, which crosses with the Reunion Ridge Filing No. 1 Project. The District will undertake and complete all the design and permitting work associated with both projects. The parties shall pay the costs associated with the design work for each respective Project. The District shall fund the initial costs and SACWSD shall reimburse the District for its portion of the project upon submission of a design certification by the District engineer.

**NOTE 9 DEFERRED COMPENSATION PLAN**

The District currently offers to its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457, the United States Council of Mayors Public Employees Deferred Compensation Program, administered by Nationwide Retirement Solutions. Participation in the plan is optional for all employees. However, the District will match employee contributions for regular full-time employees up to 3% of eligible compensation. The plan allows employees to defer a portion of their salary until future years. All amounts deferred are held in trust for the exclusive benefit of participating employees.

**NOTE 10 RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees; or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (Pool). The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery and workers compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

**REUNION METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 10 RISK MANAGEMENT (CONTINUED)**

The District pays annual premiums to the Pool for liability, property, public officials' liability and workers compensation coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

**NOTE 11 TAX, SPENDING, AND DEBT LIMITATIONS**

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue and debt limitations that apply to the state of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

On November 7, 2000, a majority of the District's electors authorized the District to collect and spend or retain in a reserve all currently levied taxes and fees of the District without regard to any limitations under TABOR.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases. The District's operating revenues in the General Fund are property taxes transferred from the NRMD Districts pursuant to an intergovernmental agreement. Therefore, the emergency reserve related to the revenues are reported in the respective NRMD District.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits will require judicial interpretation.

**NOTE 12 SUBSEQUENT EVENT**

The District evaluated its December 31, 2020 financial statements for subsequent events through the date the financial statements is issued. As a result of the ongoing COVID-19 (Coronavirus) pandemic, economic uncertainties have arisen which may negatively impact interest income, sales tax revenues, and development fees.

## **SUPPLEMENTARY INFORMATION**

**REUNION METROPOLITAN DISTRICT  
DEBT SERVICE FUND  
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL  
YEAR ENDED DECEMBER 31, 2020**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>			
Net Investment Income	\$ 10	\$ -	\$ (10)
Total Revenues	10	-	(10)
<b>EXPENDITURES</b>			
Miscellaneous	100	-	100
Total Expenditures	100	-	100
<b>NET CHANGE IN FUND BALANCE</b>	(90)	-	90
Fund Balance - Beginning of Year	907	1	(906)
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ 817</u>	<u>\$ 1</u>	<u>\$ (816)</u>



**REUNION METROPOLITAN DISTRICT  
CAPITAL PROJECTS FUND  
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL (CONTINUED)  
YEAR ENDED DECEMBER 31, 2020**

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>				
System Development Fees - NR2	\$ 1,575,000	\$ 912,500	\$ 832,500	\$ (80,000)
System Development Fees - NR3	61,250	105,000	420,000	315,000
Impact Fees - Commerce City - NR2	425,160	193,360	175,675	(17,685)
Impact Fees - Commerce City - NR3	16,534	28,344	113,376	85,032
Sales/Use Tax/Permit Fees - Commerce City	900,000	850,000	1,053,057	203,057
Miscellaneous Income	-	-	160,459	160,459
Cost Reimbursement South Adams County W&S	989,929	989,929	958,256	(31,673)
Cost Reimbursement - Commerce City	5,442,726	5,442,726	5,409,409	(33,317)
MLEPA Payment - NRMD1	2,279,841	2,228,344	2,190,318	(38,026)
MLEPA Payment - NRMD3	1,402	-	-	-
MLEPA Payment - NRMD4	390	381	388	7
Net Investment Income	5,000	2,500	2,800	300
Transfer from NR2	-	1,922,335	55,869	(1,866,466)
Transfer from NR3	-	35,460,574	31,864,010	(3,596,564)
Total Revenues	11,697,232	48,135,993	43,236,117	(4,899,876)
<b>EXPENDITURES</b>				
Intergovernmental	1,942,735	1,341,835	1,424,350	(82,515)
Accounting	25,000	15,000	19,542	(4,542)
Legal	30,000	40,000	52,663	(12,663)
Engineering	120,000	100,000	99,658	342
Engineering -112th	250,000	750,000	84,345	665,655
Filing #34	-	375,558	438,419	(62,861)
Second Creek Crossing - O'Brian Canal	-	600,000	617,596	(17,596)
Southlawn Detention Pond	-	50,000	-	50,000
Reunion Village 9	-	572,603	208,967	363,636
Reunion Village 7-B & 7-E	2,000,000	2,000,000	2,001,971	(1,971)
112th Ave/Chambers/Parkside	10,811,179	8,719,055	9,269,302	(550,247)
10A/B/104th Ave Landscape	1,364,411	500,000	345,980	154,020
Reunion Ridge Filing 1	-	6,500,000	13,169,230	(6,669,230)
Reunion Center	-	508,275	-	508,275
Southlawn Park/Pool	1,500,000	1,580,000	1,725,000	(145,000)
100th Ave/F-17/Tower Rd.	2,907,279	-	-	-
NR#2 Filing 19, 23, 25 & 26 Improvements	-	-	4,770	(4,770)
Walden Street	240,306	155,000	119,261	35,739
Walden Street/Landscaping	186,457	-	-	-
100th Ave Landscape	60,000	-	-	-
Tower Rd. Landscape	1,536,847	-	-	-
104th Ave Landscape	418,505	-	-	-
Filing 35/36 Landscape	-	-	3,050	(3,050)
Filing 37 Landscape	-	3,159,000	5,012,191	(1,853,191)
Filing 38	-	50,000	-	50,000
Reunion Ridge Filing 2	-	250,440	-	250,440
Mobile Street (Village 7)	-	-	500,324	(500,324)
Reunion Village 7A	-	250,000	61,136	188,864
Chambers Road (106th to 112th)	-	-	183,923	(183,923)
Filing 26A Landscape	-	136,336	116,135	20,201
Transfer to NR2	33,969	-	-	-
Transfer to NR3	-	52,499	52,499	-
Public Infrastructure	-	17,700,000	-	17,700,000
Contingency	1,000,000	3,544,399	-	3,544,399
Total Expenditures	24,426,688	48,950,000	35,510,312	13,439,688

**REUNION METROPOLITAN DISTRICT  
CAPITAL PROJECTS FUND  
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL (CONTINUED)  
YEAR ENDED DECEMBER 31, 2020**

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	(12,729,456)	(814,007)	7,725,805	8,539,812
<b>OTHER FINANCING SOURCES (USES)</b>				
Developer Advance Repayment	(3,182,266)	(26,050,000)	(22,528,622)	3,521,378
Developer Advance Repayment(MLEPA)	-	-	(1,625,000)	(1,625,000)
Developer Advance	15,957,329	28,020,456	22,255,813	(5,764,643)
Total Other Financing Sources (Uses)	12,775,063	1,970,456	(1,897,809)	(3,868,265)
<b>NET CHANGE IN FUND BALANCE</b>	45,607	1,156,449	5,827,996	4,671,547
Fund Balance - Beginning of Year	86,514	(1,156,024)	(1,156,024)	-
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ 132,121</u>	<u>\$ 425</u>	<u>\$ 4,671,972</u>	<u>\$ 4,671,547</u>



## Reunion Metro District Parks and Irrigation Manager Report May 4, 2021

### **IRRIGATION STATUS:**

- To date, irrigation system has not been turned on. Due to all the moisture we have had in the beginning of 2021, irrigation system will be started and checked in the month of May.
- The irrigation parts required for this upcoming season were bid out to three vendors. LL Johnson was selected and we have pre-ordered parts for the season.
- Beginning March, pump system pre-season checks were performed.
- Nick, Kylie, Brad and Guillermo partook in classes on irrigation central control systems during March to update them on recent changes in the irrigation system. The crew will be in class on May 17 and 18 for class for their irrigation Auditor Certification.

### **LANDSCAPING STATUS:**

- Dead trees are being identified. A couple of species of trees are very late in leafing. All trees planted last year were watered once a week, from October thru January.
- We have met with last year's contractor to review trees planted last year for warranty replacement. Trees will be identified replaced as needed.
- Annual flowers at entryways are set to be installed within the next few weeks. A mix of annual and perennials are set to be installed, with the goal to have all perennials in these beds within the next 3 to 4 weeks.
- First fertilization application was completed in mid-April.
- We contracted with Fit turf for tree evaluation and recommended treatments for tree pests and fertilization. The first phase of fertilizing treatment and pest treatment were done throughout the community in April.
- Several fence repairs have been completed within the past two months. We are starting to see posts rotting at ground level, which is expected on older fences. Major fence repair on the oldest areas will need to start in the next two to three years. We will continue to stain fence as soon as we get our seasonal help for the season.
- First year of the new 4 year mulch refresh will begin in the first area. Maps Provided

### **LANDSCAPING Enhancement Approvals**

- I would like the board to consider and approve going into a 3 year agreement for the ball field maintenance, which includes: Top dressing, over seeding and aeration twice a year, to secure the cost for three years with a savings of 5 to 7 thousand dollars.
- I would like the Board to consider and approve the 4 year agreement for the Reunion Community mulch refresh program. This will insure that the price will remain the same for the next 4 years.

Renewable Earth Materials, LLC  
 2609 Rock Creek Dr  
 Fort Collins, CO 80528  
 kerri.rem@gmail.com



## Estimate

### ADDRESS

Raul Martinez  
 Reunion Metro District  
 17910 E Parkside Drive North  
 Commerce, CO 80022

### SHIPTO

Raul Martinez  
 Reunion Metro District  
 17910 E Parkside Drive North  
 Commerce, CO 80022

### ESTIMATE#

3133

### DATE

03/26/2021

### PROJECT

3 yr TopDress Annual Contract Fall/Spring

### DESCRIPTION

### AMOUNT

#### SOW:

Top dress up to 16 acres with 1/8"-1/4" cap depth with a 70/30 Blend of Sand/Compost each Spring/Fall over the next 3 years

Topdress Fall 2021/Spring 2022

25,000.00

Topdress Fall 2022/Spring 2023

25,000.00

Topdress Fall 2023/Spring 2024

25,000.00

\*Note\* RMD will provide 600 lbs of seed for project. Material needs to be ordered and staged at the Rec Center west parking lot

\*Note\* Pricing will be locked in for the next 3 years with a Fuel Surcharge Schedule below to protect unforeseen rises in diesel fuel. If fuel costs go above \$3.00/gallon and will be placed on each invoice according to the scale listed.  
 \$3.00-\$3.50 = \$.20/cy \$3.50-\$4.00 = \$.40/cy \$4.00-\$4.50 = \$.60/cy Surcharge will be based off pricing information found at the website:  
<https://gasprices.aaa.com>

### TOTAL

**\$75,000.00**

Accepted By

Accepted Date

Renewable Earth Materials, LLC  
 2609 Rock Creek Dr  
 Fort Collins, CO 80528  
 kerri.rem@gmail.com



## Estimate

### ADDRESS

Raul Martinez  
 Reunion Metro District  
 17910 E Parkside Drive North  
 Commerce City, CO 80022

### SHIPTO

Raul Martinez  
 Reunion Metro District  
 17910 E Parkside Drive North  
 Commerce City, CO 80022

### ESTIMATE#

3135

### DATE

03/28/2021

### PROJECT

4 Yr Mulch Annual Refresh Contract 2021 thru 2024

### DESCRIPTION

Annual Brown Mulch quote for 4 yrs. at \$42 per cyd up to 2,000 per year max via mapped areas approved by RMD prior to start of refresh.

### CYDS/TONS

2,000

### RATE

42.00

### AMOUNT

84,000.00

If more than 2,000 cyds is needed annually it will be billed at the \$42 per cyd & must be installed during the initial schedule refresh, so that a re-mobilization does not occur.

\*\*Color Coded Refresh map schedule attached

### TOTAL

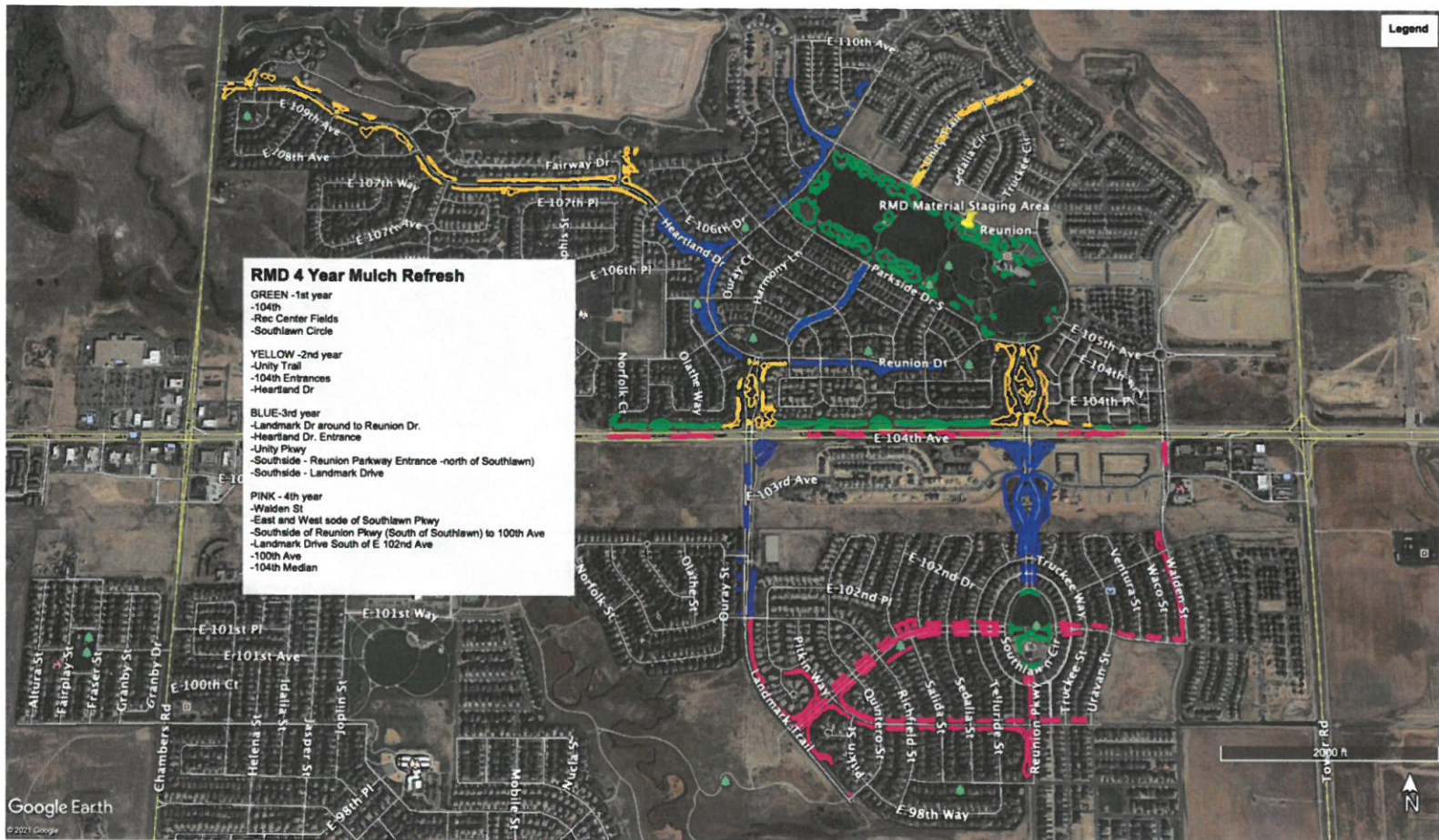
**\$84,000.00**

\*Note\*There will be a Pricing Fuel Surcharge system put into place to protect unforeseen rises in diesel fuel. If fuel costs go above \$3.00/gallon a fuel surcharge will be placed on each invoice according to the scale listed. \$3.00-\$3.50 = \$.20/cy \$3.50-\$4.00 = \$.40/cy \$4.00-\$4.50 = \$.60/cy Surcharge will be based off pricing information found at the website: <https://gasprices.aaa.com>

Accepted By

Accepted Date









## Operations and Facilities Manager Board Report

### Board Meeting: Tuesday, May 4, 2021

#### **Select District and Facility Information**

##### ***COVID-19 and Outdoor Pools***

As we all know, Governor Polis has opted to eliminate the COVID Color Dial and give counties the flexibility to make their own determinations regarding this continued pandemic. Tri-County Health Department (TCHD) continues with the Dial, and has recently moved Adams (and other counties) to BLUE. We will remain BLUE and need to follow those guidelines until May 15. Current Outdoor Pool guidance from TCHD mentions that “pools are encouraged to establish a reservation system to space out visitor attendance.” May 16, TCHD will move to CLEAR, lifting all COVID restrictions. Even with lifted restrictions, 6-feet of distancing must still be followed in terms of facilities. At a minimum to start the pool season, it is my recommendation that we implement a reservation system and limit capacities to ensure proper distancing. As I am part of a weekly Adams County Director’s call, all agencies/cities that are part of the call have shared that they are looking to do a reservation system and limit capacities with their swimming facilities. This includes Commerce City and their Paradise Island Pool. They will implement a reservation system and limit capacities throughout the summer.

Based on the size of our pools, capacities would be limited to allowing 30-50 residents. I’d recommend 1.5 hour blocks for people to reserve in an attempt to accommodate the most people. Lastly, I recommend keeping scheduled activities at the Recreation Center Pool (lap swimming, YMCA lessons, Summer Camp) to deal with the demand of the new, Southlawn Pool.

We began preparing the Recreation Center Pool for opening last week (cleaning and filling). We have also installed new drain covers in the pool. Preparing the pool for opening of the Southlawn Pool will begin on May 4. Pool heater inspections (both pools) are scheduled for May 6.

Opening day for the pools is Friday, May 28. Memorial Day and Labor Day hours are 12-8p. Independence Day hours are 12-5p. Anticipated last day of the summer pool season is Labor Day.

### ***Recreation Center***

The Recreation Center continues to do well in terms of visits. We continue with the fitness equipment spaced at minimum of 6 feet. We also continue to have some of this equipment in ½ of the Gymnasium and the Aerobics Room to ensure proper distance. We no longer require reservations to work out (with the exception of the basketball court) and clean and sanitize the facility for 30 minutes during scheduled times throughout the day. We are limiting 30 guests at a time, which hasn't been an issue to date.

We had our annual Fire Inspection on Thursday, March 25. We passed the inspection and all went well. Inspection was done by Security Central and H2O Fire Protection.

The Facility will be closed on Memorial Day, May 31.

---

### ***Recreation Center Check-in Numbers***

#### **2021**

---

##### **February 1-April 26, 2021**

<b>Dates</b>	<b>Total Visits</b>
February 1-28 , 2021	2325
March 1-31, 2021	2489
April 1-26, 2021	2113
	<hr/>
	6927*

#### **2020**

---

##### **February 1-April 28, 2020**

<b>Dates</b>	<b>Total Visits</b>
February 1-28 , 2020	3148
March 1-31, 2020	1324
April 1-26, 2020	0
	<hr/>
	4472

*\*+2455 visits in 2021 compared to 2020 (Significant discrepancies due to COVID-19).*

---



### **Calendar of Events for 2021**

As things slowly get back to normal, we are excited to plan and bring back our numerous events in 2021! They include (in no particular order):

#### **Red, White and Blue Fest – Saturday, June 26**

This free, family-fun event will be held at Reunion Park. Along with the games and activities, this event will also include Yoga in the Park, Bike Decorating, and a Bike Parade.

Fireworks, an annual tradition, will end the festivities. They will be shot at normal location – near Walden Street. Night Musick will again be the company delivering the fireworks show.

#### **Beer Fest – Saturday, August 14**

Event will be held at Southlawn Park from 4-7p. We'll have local craft beer and wine vendors, a live band, lawn games, raffle items, and give-a-ways. Cancelled in 2020; in 2019, this event had close to 300 participants. Pre-registration would again be required.

#### **Holiday Happenings – Saturday, December 4**

This annual event will be held at the Reunion Recreation Center from 9-11a. Included at this event will be horse-drawn carriage rides, crafts and activities from local businesses, donated hot chocolate and coffee from the Coffee House, and...SANTA!

#### **Events in Partnership with Landing Place Church**

Summer Movie Nights – 2 separate events –Saturdays, July 24, August 7

Shine On Car Show – Saturday, September 11

Truck or Treat – Sunday, October 24

**Food Truck Thursdays** – Thursday evenings – July 1, 15, 29, August 12, 26, and September 9 at various Reunion locations.

**Hot Dog Days of Summer** – Tuesday evenings – June 9, July 21 and August 11 held in the Reunion Recreation Center/Pool parking lot.

**Reunion Farmers' Markets** – The Denver Metro Farmer's Market decided to put the markets on hold until 2022. Along with COVID, some of the reasons include inconsistent profit margins and low attendance in 2021. We look forward to bringing back the markets in 2022.

### **Programs**

We are slowly easing back to our normal menu of recreational programming. Some of these programs include:

Spring Soccer. We have a total of 252 participants and this current league will run until May 22. Fall soccer will take place August 30-October 23.

T-Ball and Coach Pitch. These leagues will take place June 7-August 4. We currently have 100 participants enrolled.

YMCA Summer Camps. These weekly camps will run June 7-August 9. Many of these camps have reached full capacity.

CARA Volleyball. All CARA programs are cancelled until June 1. We'll offer this program in September/October.

Soccer Shots. These youth instructional classes will continue this summer from June 10-August 19.

Gallery on the GO (Youth Painting Class) continues to be popular with our youth. It is held the first Wednesday of each month.

Lego Camps. We will offer 5 of these camps this summer.

I9 Sports Camp. This summer camp will contain multiple sports.

**Program Numbers****January 28 – April 29, 2021**


---

<b><u>Programs</u></b>	<b><u>District</u></b>	<b><u>Non-District</u></b>	<b><u>Revenue Collected</u></b>
Adult Fitness – Zumba	2	0	\$10.00
Kids Canvas	20	10	\$530.00
Youth Spring Soccer	200	32	\$11,857.50
Preschool	30	22	\$6,679.50
I9 Sports-Flag Football	100	50	\$2,500.00
Snapology Spring Break Camps	9	1	\$360.00
----			
<b>Totals</b>	<b>361</b>	<b>135</b>	<b>\$21,937.00</b>

**Reunion Coffee House**

I continue to meet with Chris Churches, RCH Manager, on a monthly basis. In our meetings we discuss operations, events, etc. These meetings will continue to occur on the last Wednesday of each month.

**Miscellaneous Information****Parking Lot Repairs**

We are in need of parking lot repairs at both the Recreation Center and Recreation Center Pool lots. This includes asphalt crack repairs and re-striping of both lots. This will be discussed at the Board Meeting.

**Fireworks**

We are looking to host our annual fireworks show in conjunction with the Red, White and Blue Fest event on June 26, 2021. Night Musick continues our fireworks show and has for many years. They have provided a proposed fee for services, for 2021, in the amount of \$24,800. This will be discussed at the Board Meeting.

**Pool Contract**

Contractor to handle operations continues to be the YMCA. Contract will be discussed at the Board Meeting.

---



## **REUNION METROPOLITAN DISTRICT** **BOARD COMMUNICATION**

<b>DATE</b>	<b>SUBJECT</b>	<b>AGENDA</b>
04.29.21	Asphalt Repair and Parking Striping in the Recreation Center and Pool Parking Lots	

### **INITIATED BY**

Steve Follweiler, RMD Operations and Facilities Manager

### **STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Asphalt replacement of large cracks, crack seal majority of smaller cracks and restripe all parking lot lines.

### **ADDITIONAL INFORMATION**

See attached pictures detailing parking lot concerns...

Three quotes were obtained for this potential project (see attached). They include:

ASAP Asphalt & Concrete Inc.  
Rocky Mountain Pavement  
Chavez Services LLC

### **FINANCIAL DETAILS**

Quote amounts for comparable work –

ASAP Asphalt & Concrete Inc. - \$18,952.00  
Rocky Mountain Pavement - \$34,586.50  
Chavez Services LLC - \$44,600.00 (Includes a seal coat)

Steve recommends work to be completed by ASAP Asphalt due to the quote amount/potential savings. I am also aware of another Park District that utilizes their services and is pleased with their work.

# ASAP Asphalt & Concrete Inc.

5260 Forest Street, Commerce City, Colorado 80022 Office 303-221-1681 Fax 303-221-1683

**Proposal #: 21-159**

Company Name: Reunion Recreation Center  
Address: 17910 Parkside Dr N  
City/State: Commerce City, CO 80022  
Company Contact: Steve  
Phone: 303-288-5431  
Email: [operationsmanager@reunionmetro.org](mailto:operationsmanager@reunionmetro.org)

**Date: 03-22-2021**

Project Name: Lot Repairs  
Address: Same  
City/State: Same  
Project Contact: Same  
Phone: Same  
Email: Same

	Scope	Cost
1.	<b>Asphalt Replacement-</b> to sawcut and remove approx. 2,570 SF in 20 areas of fissure cracks, prep base as needed, and replace with up to 6" of SX grade asphalt, 2 lifts, rolled to compaction.	<b>\$15,392.00</b>
2.	<b>Crackseal-</b> to crack seal up to 4,515 LF of the lot using hot rubberized material with black silica sand on cracks up to ¾" width, independent of alligator areas, and excluding transitional cracks between asphalt and concrete. Some sinkage of material is normal as the cracks are still sealed. This is a maintenance item and recommended annually.	<b>\$2,416.00</b>
3.	<b>Lot Marking-</b> to restripe the lot per the existing layout. This includes all parking stalls, ADA stalls, cross hatching, and curb striping.	<b>\$1,144.00</b>

Submitted by: **Jackson Tuck 720-765-4522**

Date: **03-22-2021**

**= \$18,952**

**Exclusions:** Bonding, permits, surveying, staking, night work, testing, drainage of less than 2% fall, utility markings or adjustments, lighting.

**It is the customers' responsibility:** To make sure all irrigation is suspended 24 hrs. prior to mobilization. Vehicles removed from the affected areas. Scheduling all deliveries / trash pick-ups accordingly. No use of repaired areas for a minimum of 24 hours.

**Terms and conditions:**

- Any alteration or deviation of the above agreed upon scope of work involving extra cost of materials and labor must be put in writing as a change order and executed by the customer and will become an extra charge above and beyond the sum of this proposal.
- ASAP, Inc. agrees to carry the required general liability, auto and workmen's compensation insurance during the entire term of this project as required by the State of Colorado and all governing laws.
- ASAP, Inc. will charge an interest expense for all invoices not paid within 30 days upon completion of this project at the rate of ½ % per day of the accumulated invoice amount.
- ASAP, Inc. is not responsible for damage to irrigation systems, unknown utilities, during demo of contracted areas.
- If ASAP, Inc. finds unstable subgrade during demo of contracted areas, there maybe an additional charge for import and install of a stabilizing base material.
- If additional mobilizations are required, an addition charge may be applied per day.

**Acceptance of Proposal:**

I/We hereby agree to the scope, specifications, prices and terms of this proposal and therefore authorize ASAP Asphalt and Concrete, Inc. to perform the above scope of work.

# ASAP Asphalt & Concrete Inc.

5260 Forest Street, Commerce City, Colorado 80022 Office 303-221-1681 Fax 303-221-1683

Accepted by: \_\_\_\_\_

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

Company: \_\_\_\_\_




**A-ONE  
CHIPSEAL**
**ROCKY MOUNTAIN  
PAVEMENT**

www.a-1chipseal.com

www.rockymountainpavement.com

Customer

Reunion Metro District

17910 E Parkside Dr N

Commerce City, CO 80022-

Attention

Raul Martinez

(303) 288-5431

rmartinez@reunionmetro.org

Fax: (303) 288-7597

Date

02/26/21

Proposal #

28293

Proposal for

Rec Center Asphalt Repairs - 17910 E Parkside Dr N - Commerce City

Item#	Description	Qty/Unit	Unit Price	Total Price
<b>Option# 1 Asphalt Crack Patching</b>				
01	<b>Asphalt Crack Patching - Areas Shaded Blue</b> Sawcut and remove failing asphalt in designated areas. Fine grade and compact subgrade. Place 5" of compacted full depth asphalt.	310 SY	\$96.15	\$29,806.50
		Accepted _____	<b>Total for Option# 1</b>	<b>\$29,806.50</b>
<b>Option# 2 Crack Seal</b>				
01	<b>Crackseal - Area Outlined in Red</b> Clean and fill cracks with hot pour rubberized crack sealer. *Transition crack seal (concrete to asphalt) joint will not be sealed unless otherwise stated. *All cracks 1/4" to 1.5" will be sealed unless otherwise specified. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR. BUT DOES NOT AFFECT PERFORMANCE. *ALLIGATORING AREAS WILL NOT BE CRACK SEALED.	4,000 LF	\$0.86	\$3,440.00
		Accepted _____	<b>Total for Option# 2</b>	<b>\$3,440.00</b>
<b>Option# 3 Seal Coat with Striping</b>				
01	<b>PM Sealer (Two Full Dried Coats) - Area Outlined in Red</b> Polymer Modified Sealer is a high performance mineral reinforced asphalt emulsion blended with polymers. It is a unique formulation that allows for application at full strength without the additional dilution of water.  *Existing pavement will be cleaned and oil spots will be primed where applicable. *Any failed areas should be repaired prior to sealing otherwise alligatored areas and water ponding may occur. *Sealer will not adhere to heavily saturated oil spots. Infrared patching is recommended in these areas to ensure adherence of sealer. *Pavement sealer will take approx 2 days.  CUSTOMER RESPONSIBILITY: *Sprinklers must be turned off for 24 hours before and after work for proper adhesion of sealer. *Vehicles need to be removed prior to our arrival. *If removal is going to be done the day of the work customer needs to make arrangements to have vehicles moved. *No use of parking lot for a minimum 24 hours after work is complete. *Schedule all deliveries / Trash pickup accordingly.	87,100 SF	\$0.17	\$14,807.00
02	<b>Striping - Area Outlined in Red</b> Match existing color and layout.	1 LS	\$1,340.00	\$1,340.00
		Accepted _____	<b>Total for Option# 3</b>	<b>\$16,147.00</b>

= \$ 34,586.50



**Option# 4      Transition Crack Seal**

01	<b>Transitional Crack Seal</b>	4,225 LF	\$1.30	\$5,492.50
	Clean and fill transitional cracks with hot pour rubberized crack sealer.			
	*Transition crack seal (concrete to asphalt) joint will be sealed.			
		Accepted _____	<b>Total for Option# 4</b>	<b>\$5,492.50</b>

**Notes:**

- \*Any soft or unstable areas will be corrected on an hourly basis at the direction of the Owner Representative.
- \*We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) fall/slope, consequently no warranty will be provided if these conditions exist.
- \*This work can be scheduled only after receipt of signed contract.
- \*Pricing for this quotation is applicable for 30 days from date of quote.
- \*Final billing will be based on actual field measured quantities installed.
- \*Due to current unstable oil markets the price of asphalt may change at time of paving.
- \*Any changes will be documented by AC supplier and a direct price increase will apply.
- \*Seal Coat will not be performed on cloudy, rainy days or when the temperature is 50 degrees or less.
- \*Rocky Mountain Pavement must truck over existing asphalt to complete our work and shall not be held liable or responsible for damage to existing lot due to necessary trucking.
- \*\*All Asphalt Patching, Concrete, and Subgrade Prep/Scarify work WILL require Utility Locating. Locates can take anywhere from 1-3 days to be completed per Colorado 811 guidelines.

**Exclusions:**

\*Bonds (add 1%), permits, lab and field testing, engineering, fees, surveying, traffic control and utility adjustments.

**See attached terms and conditions**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ Estimator: ***Dennis Martinez***  
 Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Agent(s) \_\_\_\_\_

**Dennis Martinez**  
**(303) 434-4146**  
**dennism@asphaltrepair.com**

**Phone: 303.650.9653      Fax: 303.650.9669**

**2505 E 74th Ave - Denver, CO 80229**

**A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.**



## Terms and Conditions

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment to set forth in this Agreement, and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.

2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.

3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.

4. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Adams County, Colorado.

5. Any alteration or deviation from the specifications, including those directed by the Owner, construction lender and any public body, that involves extra cost (subcontract, labor, materials) will be executed only upon the parties entering into a written change order, which Contractor may or may not execute at its discretion. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.

6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payments.

7. Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.

8. Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.

9. Contractor shall not be responsible for underlying materials of the pavement.

10. The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, crack filler, tar, etc.), caused by others besides employees, regardless of whether such damage occurs or is worsened during the performance of the job.

11. Any warranty, express or implied, is void if contract is not paid in full.

12. If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.

13. In the event the amount of Contract is not paid within 30 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the rate of 1-1/2% per month, not to exceed 18% per year and not to exceed the maximum rate permitted by law, on the unpaid balance.

14. Owner agrees to indemnify and hold harmless the Contractor and its agents, managers, directors, officers and employees from and against claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, including claims relating to damages caused by other tradesman and claims related to environmental laws and hazardous materials, except to the extent that such damage, loss or expense is due to the gross negligence or willful misconduct of the party seeking indemnity.

15. This contract shall become binding when signed by all parties and the authorized office of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel contract after work has started.

16. If contract is completed except for the installation of the striping, then the Owner shall only have the right to hold 10% of the Contract price until that part of the work is completed.

17. Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.

18. Owner further agrees that the equity in this property is security in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by an authorized Agent of the contractor, or upon commencement of the work.

19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.

20. The proposal will expire within 90 days from date unless extended in writing by the company. After 90 days, we reserve the right to revise our price in accordance with costs in effect at that time.





Estimate By: Ermilo Chavez  
 990 S. Garrison St  
 Lakewood, CO 80226  
 Cell No. 720-308-2926  
[ermilo@chavezservicesllc.com](mailto:ermilo@chavezservicesllc.com)

## ESTIMATE

<b>Client Name / Address</b> Reunion Metropolitan District Attn: Steve Follweiler 17910 E. Parkside Drive North Commerce City, CO 80022	<b>Date:</b> 04/02/2021	<b>Estimate No. CW2021045</b>	
	<b>Project Location:</b> Reunion Recreation Center 17910 E. Parkside Drive North Commerce City, CO 80022 <b>(Asphalt Repairs)</b>		
<b>Task Description</b>	<b>Qty</b>	<b>Rate</b>	<b>Total</b>
1. Repair large concrete cracks by saw cutting 30" wide sections along cracks, 15" each side of cracks. Repair with new hot mixed asphalt at a 6" maximum depth. 2200 lineal feet x 30" wide total.		LS	\$30,000.00
2. Crack fill all small cracks, seal coat the entire parking lot, and striping of the entire parking lot. Includes parking lot and crack cleaning prior to commencing crack fill and seal coating work.		LS	\$14,600.00
3. Crack fill transition joints between asphalt and concrete curb/gutter, all around parking lot.		LS	\$4,620.00
4. White striping entire parking lot, including 4 handicap spaces with hatching.		LS	\$1,100.00
5. Mobilization and general conditions.			\$3,100.00
<b>Total</b>			<b>\$53,420.00</b>
<b>Estimate Notes:</b>			
1. Permitting or testing fees of any type are excluded from this estimate.			
2. Estimate does not include new base material for new concrete. If new base material is required, CDOT class 6 base can be provided at a rate of \$65 per ton compacted to 95% standard proctor density.			
3. This estimate is valid for 30 days from estimate date.			

Acceptance of this estimate:

= \$44,600

Steve Follweiler

Date















## **REUNION METROPOLITAN DISTRICT** **BOARD COMMUNICATION**

<b>DATE</b>	<b>SUBJECT</b>	<b>AGENDA</b>
04.29.21	Night Musick (Fireworks show) Contract	

### **INITIATED BY**

Steve Follweiler, RMD Operations and Facilities Manager

### **STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Marc Williams and Night Musick have done our fireworks show for many years. We are looking to have them do our show in the evening of Saturday, June 26, 2021 after our Red, White and Blue Fest event festivities.

### **ADDITIONAL INFORMATION**

Night Musick has provided to me:

- Invoice
- Independent Contract Agreement (completed by Night Musick and format approved by Trish and our legal team)
- W-9
- Insurance Documents

### **FINANCIAL DETAILS**

\$24,800 for Fireworks show. (Two scheduled payments of \$12,400).

Steve recommends approval of the invoice as presented to proceed with the Fireworks show.

## INDEPENDENT CONTRACTOR AGREEMENT (FIREWORKS DISPLAY)

---

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "**Agreement**"), is entered into as of the 20 day of April, 2021, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), and NIGHT MUSICK, INC., a Colorado corporation (the "**Contractor**"). The District and the Contractor are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

### RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

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

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

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

### TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Services**"): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. As set forth in **Exhibit A**, the event date for the Services is Saturday, August 15, 2020, subject to rescheduling of the same due to weather conditions or otherwise as more particularly set forth in **Exhibit A** (the "**Event Date**"). **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall



govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 16 hereof; or (ii) completion of the Services.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be



performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. COMPENSATION. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**. The District shall be charged only for the actual time and direct costs incurred for the performance of the Services.



7. TIME FOR PAYMENT. The District shall provide a deposit equal to fifty percent (50%) of the compensation (the “**Deposit**”) set forth in **Exhibit A** to the Contractor no later than fourteen (14) days from the date of this Agreement. Payment for the balance of the compensation Payment shall be made by the District within fourteen (14) days after the Event Date.

8. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

9. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.



b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor 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 Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 9 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

#### 10. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be



considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

#### 11. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, and as to which the District provides reasonable notice of its confidential status, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclosure Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S.,



the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

12. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 13, below.

13. INDEMNIFICATION. The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the District, and any of its officials, officers, directors, agents, and their insurers, and employees, from and against damages, liability, losses, costs and expenses, including reasonable attorneys' fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated to indemnify the District for damages arising from the negligent acts of the District, or any of its officials, officers, directors, agents and employees.

14. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

15. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not



subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

16. TERMINATION. In addition to the termination provisions related to the cancellation of the Services as set forth in Part II of Exhibit A, this Agreement may be terminated for cause or for convenience by the District by giving the Contractor ten (10) days prior written notice, subject to retention of 40% of the compensation by the Contractor as set forth in Section L of Part I of Exhibit A.

17. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 18 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

18. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 18 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:

Reunion Metropolitan District  
c/o CliftonLarsonAllen  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111  
Attention: Matt Urkowski  
Phone: (303) 265-7919  
Email: matt.urkowski@CLAconnect.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Attention: Kristen D. Bear, Esq.  
Phone: (303) 858-1800  
E-mail: kbear@wbapc.com

Contractor:

Night Musick, Inc.  
c/o Marc A. Williams, as Registered Agent  
17850 E. Cloudberry Drive  
Parker, CO 80134

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

20. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

21. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

22. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and



the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, COVID-19 and laws, orders, policies, rules, or requirements related to COVID-19, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

23. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

24. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

25. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

26. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.



27. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

28. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

29. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

30. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

31. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

32. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow].*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**

REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

\_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Fireworks Display  
Services with Night Musick, Inc, dated [REDACTED], 2020 2021*

**CONTRACTOR:**

NIGHT MUSICK, INC., a Colorado corporation

Marc A. Williams

Printed Name

President

Title

STATE OF COLORADO

)

COUNTY OF Douglas

)

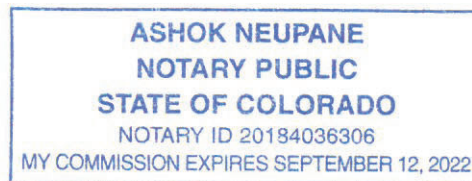
ss.

)

<sup>2021</sup> The foregoing instrument was acknowledged before me this 20 day of April,  
~~2020~~, by Marc Williams, as the President of Night Musick, Inc.

Witness my hand and official seal.

My commission expires:

Sep 12, 2022

  
 Notary Public

*Contractor's Signature Page to Independent Contractor Agreement for Fireworks Display  
 Services with Reunion Metropolitan District, dated [ April 20 ], 2020 2021*



## EXHIBIT A

### SCOPE OF SERVICES/COMPENSATION SCHEDULE

The Contractor will provide the fireworks display described below for the District on Saturday, June 26, 2021, in consideration of the sum of twenty four thousand five-hundred dollars (\$24,500.00) under the following conditions and agreements.

### REUNION METRO DISTRICT EFFECTS LIST – June 26th, 2021 PREPARED 3/18/2021 - \$24,500.00

SIZE	QUAN	EFFECT
3"	150	FINALE, RED, WHITE AND BLUE COLOR EFFECTS
3"	100	FINALE, HEAVY AERIAL FLASH BOMBS
3"	100	FINALE RISING SALUTE COMETS, STARMINES
4"	200	FINALE, RED, WHITE AND BLUE COLOR EFFECTS
3"	100	HEAVY AERIAL FLASH BOMBS & MIXED EFFECT COLOR
4"	150	MIXED COLOR & EFFECT, SHOW AERIAL BODY*
5"	100	MIXED COLOR & EFFECT, SHOW AERIAL BODY
6"	100	MIXED COLOR & EFFECT, SHOW AERIAL BODY

\* "Mixed Color & Effect" refers to a wide variety of aerial shell types that are chosen by us for their beauty, design & reliability. It would not be practical, or particularly informative, to list each shell effect here.

## PART I

A. The Contractor will be responsible for the setting up and firing of the fireworks display. The Contractor will provide all necessary labor and equipment (including experienced, licensed pyrotechnicians) and provide all fireworks as specified in the proposal. If any substitutions are necessary, they will be of equal or greater value.

B. The Contractor will provide immediate site security for the launching area from the time of the Contractor's arrival till approx. 11:00 am the following day.

C. The Contractor will provide any governmental entities or fire departments that have jurisdiction over the Services and/or the area from which the display is to be launched (collectively, the "Authority Having Jurisdiction") the necessary information for issuance of the display permit.

D. The Contractor will perform a thorough "dud hunt" (search for unexploded pyrotechnics) immediately after the display, and will stay on site and perform an additional "dud hunt" at dawn the following morning. Any unexploded pyrotechnics found at the site will be disposed of by the Contractor, and any person not affiliated with the Contractor finding any unexploded pyrotechnics shall not handle the device in any way, and shall immediately notify the Contractor or the local fire department for proper disposal.

E. If the property from which the display will be launched is not owned by the District, the Contractor shall be responsible for obtaining all necessary licenses or easements from that property owner and shall indemnify the District for any claims brought by that property owner as a result of the display, as more fully set forth in Section 13 of the Agreement.

F. The Contractor comply with all local, State and Federal laws governing safe fireworks display operations, and is completely licensed to perform all display operations described by the Agreement.

G. The Contractor will be responsible for maintaining adequate fallout zone security throughout the display and until the final "dud hunt" is complete. The fallout zone boundaries will be based on National Fire Protection Association 1123 recommendations, and will be described by personnel of the Contractor to the District at the initial site inspection. The Contractor and its lead pyrotechnician reserve the right to halt the display at any time should this security perimeter be breached by any unauthorized personnel during the display.

H. The District agrees to secure all police, fire, local and state permits, and to arrange for any bonds as required by law in the District's community when necessary, and agree to furnish necessary police, fire, and District protection, for proper crowd control, auto parking, and proper supervision in cleaning of debris or any pyrotechnic material which remains at the site of the display after a display has taken place.



I. The District will provide any site preparation that the Authority Having Jurisdiction may require, including weed reduction and wetting areas of high fire danger, subject to the license or any other approval obtained by the Contractor from the owner of the property upon which the display is to be launched.

J. The District agrees to provide for clean-up of the display area required by any landowner, city ordinance or any Authority Having Jurisdiction. This includes debris commonly found after the display such as igniter wires, paper remnants of the aerial shells, spent fireworks casings, and pyrotechnic material which remains at site of the display after the display has taken place. This *does not* include any equipment used by the Contractor in the production of the display.

K. The District agrees to provide a deposit equal to 50% of the contract price no later than fourteen (14) days from the date of this Agreement, and further agrees to provide the balance of the contract price as set forth in paragraph 7 of this Agreement. Any unpaid balance after the final balance is past due will be charged 1.5% per month in late fees.

L. Should the District cancel the display after this Agreement has been signed, for reasons other than those listed in Part II below, the District agrees to pay the Contractor an amount equal to 40% of the cost of the display. If the District cancels the display after this Agreement has been signed and 48 hours or less before the display date, for reasons other than those listed in Part II below, the full contract price shall be due at that time.

## PART II

### **Circumstances affecting the performance of the display as described by this document that are beyond the control of the District and/or the Contractor.**

1. **COVID 19.** The District may determine in its discretion to cancel the fireworks display for reasons related to COVID-19. The District shall provide written notice of the cancellation to the Contractor at least 7 days prior to the Event Date. If the 2021 fireworks display is cancelled due to COVID-19, the Contractor shall credit the District's entire deposit to an event in 2022, with an additional 20% fee to be added to the cost of the 2022 event.

2. **Weather delay.** If rain or other inclement weather should delay the set-up of the display at the site, the display *may be* delayed by the same amount of time.

3. **Display date weather cancellation, before the display has been set up.** Should inclement weather (rain, high winds, lightning, extremely dry conditions creating a significant fire danger, etc.) force the cancellation of the display before the Contractor arrives at the display site, the District will have until September 30th of the current fiscal year to reschedule

the display for no additional fees, including insurance. If the display is rescheduled for a date after Sept. 30th, an insurance fee equal to 20% of the display cost will be added. *Should the display be cancelled entirely*, the District agrees to pay the Contractor an amount equal to 40% of the display cost specified in this Agreement.

4. **Display date weather cancellation, after the display has been set up.** Should inclement weather as described in paragraph 2 above cause either the Authority Having Jurisdiction or the lead pyrotechnician for the Contractor to cancel the display for safety reasons, the Contractor will stay on site and attempt to fire the display on the following day for an additional fee of \$300 per day, including insurance transfer. Should the District wish the display to be performed on a date more than two days after the original display date (thus causing the Contractor to remove its equipment from the site and set up again on the alternate date), the District agrees to pay the Contractor an additional fee equal to 25% of the total display price specified in this Agreement for the added labor and transportation expense.

5. **Display date weather cancellation after the display has begun.** Should inclement weather as described in paragraph 2 above cause either the Authority Having Jurisdiction or the lead pyrotechnician for the Contractor to cancel the display for safety reasons *after it has begun* AND the District declines to have the unfired balance of the display performed on the following day as described in paragraph 3 above, the District agrees to pay the Contractor the total display cost specified in this Agreement, including any unpaid balance thereof.



## EXHIBIT C

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 10 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability (2020-2021 insurance policy no. PY/20-0184 a copy of which has been provided to the District, is agreed to satisfy the requirements of this Exhibit C (2)) with minimum limits as follows: (a) \$2,000,000 each occurrence; (b) \$2,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; (d) \$50,000 any one fire; and (e) \$1,000,000 umbrella.

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities, or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.
5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

**EXHIBIT C-1**

# INVOICE

Night Musick inc.



17850 E. Cloudberry Dr.  
Parker, CO 80134  
(303) 693-7809

\* RATHER THAN SEND CHECK TO  
NIGHT MUSICK, PLEASE SEND TO  
STEVE @ 17910 E PARKSIDE DRIVE NORTH  
COMMERCE CITY, CO 80022. STEVE  
WILL HAND DELIVER

INV. #2578 - Feb. 27, 2021

EVENT DATE - Saturday, June 26, 2021  
SPONSOR - Reunion Metropolitan District  
SPONSOR CONTACT - Steve Follweiler  
PERFORMANCE - Fireworks Display 1.3g, Reunion  
DESCRIPTION - See Effects List in Contract 4/20/2021

CONTRACT AMOUNT Date 04-27-21 Initials SK \$24,500.00

INSURANCE Invoice Amount \$12400 Accounting Code and other instructions Incl.

Fire Dept Permit Fees 5440 10 4 \$300.00

**DEPOSIT (Now Due) \$12,400.00**

**BALANCE (DUE NET 14) \$12,400.00**

## TERMS:

Balance due net 14. All overdue accounts will be charged 1.5% Per month plus attorneys fees.

Thank you very much for your patronage of Night Musick Inc.

**INDEPENDENT CONTRACTOR AGREEMENT**  
(REUNION RECREATION CENTER POOL MAINTENANCE - 2021)

---

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 4th day of May, 2021, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF METROPOLITAN DENVER, d/b/a YMCA OF METROPOLITAN DENVER, a Colorado nonprofit corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

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

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

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

**TERMS AND CONDITIONS**

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District

in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2021.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the

Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

## 7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit B**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit B** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or



any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 15<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 15<sup>th</sup> of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety,



and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. **EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or

contracting with the illegal alien; except that the Contractor 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 Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

#### 11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

## 12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. **"Personal Identifying Information"** means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth



in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting

party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:

Reunion Metropolitan District  
17910 Parkside Drive North  
Commerce City, CO 80022  
Attention: Steve Follweiler  
Phone: (303) 288-5431, ext. 211  
Email: [operationsmanager@reunionmetro.org](mailto:operationsmanager@reunionmetro.org)

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Attention: Kristen D. Bear, Esq.  
Phone: (303) 858-1800  
E-mail: [kbear@wbapc.com](mailto:kbear@wbapc.com)

Contractor:

YMCA of Metropolitan Denver  
2625 S. Colorado Blvd.  
Denver, CO 80222  
Attention: Debbie Guth  
Phone: (720) 810-7303  
Email: [DGuth@denverymca.org](mailto:DGuth@denverymca.org)

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act

in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is



the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow].*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**

REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

---

Officer of the District

ATTEST:

---

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Reunion Recreation Center Pool Maintenance Services with YMCA of Metropolitan Denver, dated May 4, 2021*

**CONTRACTOR:**

THE YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF METROPOLITAN  
DENVER, d/b/a YMCA OF METROPOLITAN  
DENVER, a Colorado nonprofit corporation

---

Printed Name

---

Title

STATE OF COLORADO )  
 )  
 ) SS.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as the \_\_\_\_\_ of THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DENVER.

Witness my hand and official seal.

My commission expires:

---

Notary Public

*Contractor's Signature Page to Independent Contractor Agreement for Reunion Recreation Center Pool Maintenance Services with Reunion Metropolitan District, dated May 4, 2021*

## EXHIBIT A

### SCOPE OF SERVICES

#### A. SERVICES

Contractor agrees to oversee and manage the day-to-day operations of the District swimming pools, pool house, fountains inside the pool area and children's wading pools (collectively, the "Pool"), and to advise the District through the Board of Directors on matters relating thereto. Such oversight and management to include, but not necessarily be limited to, the following:

1. Prepare Pool, locker rooms and related facilities for the season, including, but not limited to, removing Pool cover, cleaning the Pool using standard methods, cleaning adjacent bathrooms, clearing lines, draining and filling Pool, verification of proper operation of all equipment and placing same in proper operating condition; complete visual check of all plumbing; test and inspect filtration system; drain and power wash pool; fill pool; circulate water through filtration system; backwash and vacuum pool; mount diving board, guard chairs and ladders; cleaning adjacent bathrooms, equipment and furniture; verification of proper operation of all equipment and placing same in proper operating condition, and other incidental tasks. The District will be responsible for labor and material if any repairs are needed.

2. Advise the Board of Directors of any circumstances or conditions which require attention and direction by the District and otherwise advise the District of all matters relating to the Pool to maximize convenience, safety, and service levels for users of the facilities, while minimizing associated costs of operation. Such notification shall specifically include notification of all physical circumstances or conditions relating to the Pool area that could cause injury or threaten the safety of users. Contractor shall take immediate action to close the Pool and/or place visual warnings to the extent the same is deemed reasonably necessary for notification to the users of the Pool of any unsafe condition.

3. Provide qualified supervision, including access control, as agreed by District and contractor, during all hours of operation and for all activities located at the Pool. The District agrees to provide residents with identification for the purpose of access control. Contractor is only responsible for verifying that all pool users have such identification.

4. Assist District with determining specifications for necessary equipment and supplies, and assist with ordering equipment and supplies prior to the opening of the Pool and during its operation.

5. Maintain proper chemical balance of Pool water, operate pumps and facilities and advise District of necessary maintenance or repairs. Contractor will make available all chemicals necessary for the Pool, and other supplies including pool house, first aid and office supplies at market rates to the District on a reimbursement basis. The District is to provide chemical storage facilities in accordance with local health authority guidelines. Prices of chemicals and other supplies may change without notice.

6. Provide necessary maintenance and cleaning of Pool, deck, locker rooms and showers, office, Pool furniture and equipment, storage facility and other areas of the Pool such that the Pool and related facilities are maintained in a clean, uncluttered condition at all times and remove all rubbish in order to ensure that the District pool area is kept and maintained in a neat and presentable condition, except that the District shall be responsible for irrigating and mowing all grass areas.

7. Contractor will be responsible for maintaining the condition of the Pool in conformity with the standards, rules and regulations set by the local health authority. Contractor shall not be held liable for the condition of the Pool and equipment prior to signing of this Agreement. Independent Contractor will not be responsible for adverse conditions of the Pool or surrounding area caused by the action of District. Contractor shall maintain accurate chemical test and usage records and maintain appropriate first aid kit(s) in compliance with local health standards and American Red Cross guidelines.

8. Contractor may make available to the District private or group swimming lessons as determined by demand. Such lessons and programs shall be conducted at times approved in advance by the District. Fees for such lessons and programs may be charged by Contractor to Reunion Recreation Center Residents participating in instructional programs. The fees for such lessons shall be \$8.00 per child per group lesson.

9. Enforce rules and regulations specific to operation of Pool as established by the District. The District shall be responsible for communicating all such rules and regulations to Contractor in a timely manner in order that such rules and regulations may be enforced appropriately.

10. Provide staffing to after-hours Pool parties at the rate of \$20.00 per hour per lifeguard including one half (1/2) hour for cleanup, such fees to be paid directly by the Pool party sponsor, not the District. Guards for private parties must be employees of Contractor. One (1) guard for each twenty five (25) people or portion thereof within the Pool enclosure shall be required, with a minimum of two (2) lifeguards for any party. Guards for parties shall be arranged through Contractor at least seven (7) days in advance.

11. When notified by the District, terminate Pool operations, clean all associated facilities, and close the Pools and locker rooms for the season, including normal winterizing procedures such as complete visual check of all plumbing; winterize pump and motor; blow out Pool and locker room lines; set all valves at appropriate settings; drain chemical feeders; drain filtration equipment; remove, clean and store skimmer baskets, vacuum equipment, diving board, guard chairs, and other removable equipment; and inspect Pool and equipment and list repairs required for next season.

12. The District agrees to purchase and provide, or pay Contractor for all materials, supplies and equipment necessary for the operation and use of the Pool. The District further agrees to provide oversight and direction for the operation of the Pool through the Board of Directors, including coordination of acquisition of supplies and equipment as requested or recommended by the Contractor; determination of hours of operation and operating procedures and regulations, with Contractor's assistance; and coordination of communications with Reunion Recreation Center Residents and other authorized users.



13. Contractor shall be responsible for preparation of pool house plumbing, and the closing and winterizing of the pool house plumbing.

14. The District shall furnish and pay for water, electricity, gas, and telephone service. The District shall have services available no later than April 15th of each calendar year, subject to the Term of the agreement, including any extensions. The District shall provide one (1) full set of keys to the Contractor for access to Pool area and equipment at the signing of this agreement.

## B. STAFFING

1. Contractor shall provide general management direction and operating policy coordination and direction. Those responsibilities shall include but not necessarily be limited to:

a. Assistance with determination of equipment and supplies necessary for operations, and with identification of qualified vendors.

b. Recruiting and hiring operating personnel, subject to the approval of District. Lifeguards shall have all necessary and current certifications (CPR, First Aid and Lifeguard) prior to the opening of the Pool

c. Supervision of head lifeguards and other operating personnel, to include periodic inspection of the Pool at least three (3) days per week, and coordination of meetings with head lifeguards and other operating personnel, as designated by Contractor and the District.

d. Recommending to the District adjustments in operations in order to provide appropriate services to Reunion Recreation Center Residents in the most cost effective manner.

e. On-site staff shall include a head lifeguard and lifeguards at the Pool, and such staff shall be assigned as hours of operation and activities require. All on-site staff shall be fully certified lifeguards, with a current Life Guard Training qualification, as defined and regulated by Contractor, and must have received C.P.R. training and certification within six months prior to Pool opening.

f. On-site staff will consist of:

Dates: May 28, 2021 – Sept 6, 2021	# of Lifeguards	Hours
Days		
Mon, Wed, Fri	3	12-8pm
Tue, Thur, Sat, Sun	3	10am-8pm

***(Beginning August 9, the pool schedule is: Mon 12-8pm and Tue-Fri 4:30-8 pm with 2 guards and 3 guards Sat & Sun 10 am-8 pm.)***

The Pool will close at 5 pm on July 4th .

The YMCA reserves the right to switch guarding needs based on usage.  
Additional staffing will be billed at \$25/hr.

g. The District shall have the right to request replacement of any employee whose conduct, character, or performance is unsatisfactory to the District. The Contractor will make every effort to make such replacement within ten (10) days of written notification by the District if cause is found to exist for such employee's removal from services at Pool.

#### C. DAYS AND HOURS OF OPERATION OF SWIMMING POOL

1. Contractor will have the Pool ready for use five (5) days prior to opening.
2. Contractor agrees to operate the Pool in accordance with the schedule adopted by the District. Regularly scheduled hours of operation listed above. Times may be adjusted periodically by the District, with Contractor's assistance to meet the requirements of Reunion Recreation Center Residents.
3. The season may be extended by opening the Pool on weekends in September provided the District notifies Contractor by Aug 1, 2021. The cost for such extension shall be \$30.00 per hour and if notified after Aug 1, 2021 cost for staffing shall be \$50.00 per hour and based on staff availability.
4. Pool availability at times other than regularly scheduled hours of operation and arrangements for use, including supervision and fees, shall be determined by the District with Independent Contractor's assistance.
5. Contractor reserves the right to close the Pool during inclement weather at the discretion of the lifeguards on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or the temperature drops below 65 degrees (health department recommendation). The Pool will reopen when the lifeguard on duty deems it safe to return to the water.

## EXHIBIT B

### COMPENSATION SCHEDULE

A. The schedule includes all costs to the District, except the costs of materials, supplies and equipment purchased by Contractor pursuant to Exhibit A paragraphs one (1) and five (5). Contractor shall bill District no later than the fifteenth (15th) day of the month for that month's regular payments and reimbursable costs incurred to date. Payments will be due according to the following schedule:

Payment	Percentage	Date		Amount
1	33.33%	May 31	\$	28,400.00
2	33.33%	June 30	\$	28,400.00
3	33.33%	July 31	\$	28,400.00
<b>Total</b>				<b>85,200.00</b>

B. Pool chemicals are billed on an as needed basis separate from the above amount. There is no mark-up on chemical costs to the District.

C. The adopted payment schedule includes compensation for lifeguards daily, according to the adopted schedule approved by the Board of Directors. Any additional lifeguard services shall be subject to approval by District and adjustments to the above schedule shall be made at the rate of \$25.00 per lifeguard hour so approved by the District.

D. Emergency Closing of Pool. In the event the Pool is closed during the season without the fault, negligence or control of Contractor, this agreement shall remain in force and effect provided, however, that if the Pool is closed because of equipment breakdown and/or necessity of repairs and/or by order of public authority, and such closing shall continue for a period of seven (7) days or longer, the District shall only be responsible for paying for actual costs and overhead incurred by Contractor during the pool closure. Such overhead costs shall be calculated by taking 15% of the actual costs incurred during the pool closure. Notwithstanding anything in this paragraph D to the contrary, the Parties reserve the right to terminate this Agreement pursuant to paragraph 18 of this Agreement.

**EXHIBIT B-1**

CONTRACTOR'S COMPLETED W-9

## EXHIBIT C

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;
  - d. broad form property damages, including completed operations;
  - e. medical payments;
  - f. products and completed operations;
  - g. independent consultants coverage;
  - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,



or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

**EXHIBIT C-1**

**CERTIFICATE(S) OF INSURANCE**

**EXHIBIT D****CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE****OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO****CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,  
**THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DENVER**

is a

Nonprofit Corporation

formed or registered on 05/17/1906 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871177067.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/22/2021 that have been posted, and by documents delivered to this office electronically through 01/25/2021 @ 12:43:22.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/25/2021 @ 12:43:22 in accordance with applicable law. This certificate is assigned Confirmation Number 12883019.



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
 Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

## INDEPENDENT CONTRACTOR AGREEMENT (SOUTHLAWN POOL MAINTENANCE - 2021)

---

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 4th day of May, 2021, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF METROPOLITAN DENVER, d/b/a YMCA OF METROPOLITAN DENVER, a Colorado nonprofit corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

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

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

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

### TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District

in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2021.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the



Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

## 7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit B**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit B** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or

any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 15<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 15<sup>th</sup> of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety,

and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. **EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or

contracting with the illegal alien; except that the Contractor 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 Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

#### 11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

## 12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. **"Personal Identifying Information"** means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.



14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting

party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:

Reunion Metropolitan District  
17910 Parkside Drive North  
Commerce City, CO 80022  
Attention: Steve Follweiler  
Phone: (303) 288-5431, ext. 211  
Email: operationsmanager@reunionmetro.org

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Attention: Kristen D. Bear, Esq.  
Phone: (303) 858-1800  
E-mail: kbear@wbapc.com

Contractor:

YMCA of Metropolitan Denver  
2625 S. Colorado Blvd.  
Denver, CO 80222  
Attention: Debbie Guth  
Phone: (720) 810-7303  
Email: DGuth@denverymca.org

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.



32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow].*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**

REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

---

Officer of the District

ATTEST:

---

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Reunion Southlawn Pool Maintenance Services with YMCA of Metropolitan Denver, dated May 4, 2021*

**CONTRACTOR:**

THE YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF METROPOLITAN  
DENVER, d/b/a YMCA OF METROPOLITAN  
DENVER, a Colorado nonprofit corporation

---



---

Printed Name

---

Title

STATE OF COLORADO

)

) ss.

COUNTY OF \_\_\_\_\_

)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as the \_\_\_\_\_ of THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DENVER.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

---

Notary Public

***Contractor's Signature Page to Independent Contractor Agreement for Reunion Southlawn  
Pool Maintenance Services with Reunion Metropolitan District, dated May 4, 2021***

## EXHIBIT A

### SCOPE OF SERVICES

#### A. SERVICES

Contractor agrees to oversee and manage the day-to-day operations of the District swimming pools, pool house, fountains inside the pool area and children's wading pools (collectively, the "Pool"), and to advise the District through the Board of Directors on matters relating thereto. Such oversight and management to include, but not necessarily be limited to, the following:

1. Prepare Pool, locker rooms and related facilities for the season, including, but not limited to, removing Pool cover, cleaning the Pool using standard methods, cleaning adjacent bathrooms, clearing lines, draining and filling Pool, verification of proper operation of all equipment and placing same in proper operating condition; complete visual check of all plumbing; test and inspect filtration system; drain and power wash pool; fill pool; circulate water through filtration system; backwash and vacuum pool; mount diving board, guard chairs and ladders; cleaning adjacent bathrooms, equipment and furniture; verification of proper operation of all equipment and placing same in proper operating condition, and other incidental tasks. The District will be responsible for labor and material if any repairs are needed.

2. Advise the Board of Directors of any circumstances or conditions which require attention and direction by the District and otherwise advise the District of all matters relating to the Pool to maximize convenience, safety, and service levels for users of the facilities, while minimizing associated costs of operation. Such notification shall specifically include notification of all physical circumstances or conditions relating to the Pool area that could cause injury or threaten the safety of users. Contractor shall take immediate action to close the Pool and/or place visual warnings to the extent the same is deemed reasonably necessary for notification to the users of the Pool of any unsafe condition.

3. Provide qualified supervision, including access control, as agreed by District and contractor, during all hours of operation and for all activities located at the Pool. The District agrees to provide residents with identification for the purpose of access control. Contractor is only responsible for verifying that all pool users have such identification.

4. Assist District with determining specifications for necessary equipment and supplies, and assist with ordering equipment and supplies prior to the opening of the Pool and during its operation.

5. Maintain proper chemical balance of Pool water, operate pumps and facilities and advise District of necessary maintenance or repairs. Contractor will make available all chemicals necessary for the Pool, and other supplies including pool house, first aid and office supplies at market rates to the District on a reimbursement basis. The District is to provide chemical storage facilities in accordance with local health authority guidelines. Prices of chemicals and other supplies may change without notice.

6. Provide necessary maintenance and cleaning of Pool, deck, locker rooms and showers, office, Pool furniture and equipment, storage facility and other areas of the Pool such that the Pool and related facilities are maintained in a clean, uncluttered condition at all times and remove all rubbish in order to ensure that the District pool area is kept and maintained in a neat and presentable condition, except that the District shall be responsible for irrigating and mowing all grass areas.

7. Contractor will be responsible for maintaining the condition of the Pool in conformity with the standards, rules and regulations set by the local health authority. Contractor shall not be held liable for the condition of the Pool and equipment prior to signing of this Agreement. Independent Contractor will not be responsible for adverse conditions of the Pool or surrounding area caused by the action of District. Contractor shall maintain accurate chemical test and usage records and maintain appropriate first aid kit(s) in compliance with local health standards and American Red Cross guidelines.

8. Contractor may make available to the District private or group swimming lessons as determined by demand. Such lessons and programs shall be conducted at times approved in advance by the District. Fees for such lessons and programs may be charged by Contractor to Reunion residents participating in instructional programs. The fees for such lessons shall be \$8.00 per child per group lesson.

9. Enforce rules and regulations specific to operation of Pool as established by the District. The District shall be responsible for communicating all such rules and regulations to Contractor in a timely manner in order that such rules and regulations may be enforced appropriately.

10. Provide staffing to after-hours Pool parties at the rate of \$20.00 per hour per lifeguard including one half (1/2) hour for cleanup, such fees to be paid directly by the Pool party sponsor, not the District. Guards for private parties must be employees of Contractor. One (1) guard for each twenty five (25) people or portion thereof within the Pool enclosure shall be required, with a minimum of two (2) lifeguards for any party. Guards for parties shall be arranged through Contractor at least seven (7) days in advance.

11. When notified by the District, terminate Pool operations, clean all associated facilities, and close the Pools and locker rooms for the season, including normal winterizing procedures such as complete visual check of all plumbing; winterize pump and motor; blow out Pool and locker room lines; set all valves at appropriate settings; drain chemical feeders; drain filtration equipment; remove, clean and store skimmer baskets, vacuum equipment, diving board, guard chairs, and other removable equipment; and inspect Pool and equipment and list repairs required for next season.

12. The District agrees to purchase and provide, or pay Contractor for all materials, supplies and equipment necessary for the operation and use of the Pool. The District further agrees to provide oversight and direction for the operation of the Pool through the Board of Directors, including coordination of acquisition of supplies and equipment as requested or recommended by the Contractor; determination of hours of operation and operating procedures and regulations, with Contractor's assistance; and coordination of communications with Reunion Recreation Center Residents and other authorized users.



13. Contractor shall be responsible for preparation of pool house plumbing, and the closing and winterizing of the pool house plumbing.

14. The District shall furnish and pay for water, electricity, gas, and telephone service. The District shall have services available no later than April 15th of each calendar year, subject to the Term of the agreement, including any extensions. The District shall provide one (1) full set of keys to the Contractor for access to Pool area and equipment at the signing of this agreement.

## B. STAFFING

1. Contractor shall provide general management direction and operating policy coordination and direction. Those responsibilities shall include but not necessarily be limited to:

a. Assistance with determination of equipment and supplies necessary for operations, and with identification of qualified vendors.

b. Recruiting and hiring operating personnel, subject to the approval of District. Lifeguards shall have all necessary and current certifications (CPR, First Aid and Lifeguard) prior to the opening of the Pool

c. Supervision of head lifeguards and other operating personnel, to include periodic inspection of the Pool at least three (3) days per week, and coordination of meetings with head lifeguards and other operating personnel, as designated by Contractor and the District.

d. Recommending to the District adjustments in operations in order to provide appropriate services to Reunion Recreation Center Residents in the most cost effective manner.

e. On-site staff shall include a head lifeguard and lifeguards at the Pool, and such staff shall be assigned as hours of operation and activities require. All on-site staff shall be fully certified lifeguards, with a current Life Guard Training qualification, as defined and regulated by Contractor, and must have received C.P.R. training and certification within six months prior to Pool opening.

f. On-site staff will consist of:

Dates: May 28, 2021 – Sept 6, 2021	# of Lifeguards	Hours
Days		
Mon, Wed, Fri	3	12-8pm
Tue, Thur, Sat, Sun	3	10am-8pm

*(beginning August 9, the pool schedule is: Mon 12-8pm and Tue-Fri 4:30-8 pm with 2 guards and 3 guards Sat & Sun 10 am-8 pm.)*

The Pool will close at 5:00 pm on July 4.

The YMCA reserves the right to switch guarding needs based on usage.  
Additional staffing will be billed at \$25/hr.

g. The District shall have the right to request replacement of any employee whose conduct, character, or performance is unsatisfactory to the District. The Contractor will make every effort to make such replacement within ten (10) days of written notification by the District if cause is found to exist for such employee's removal from services at Pool.

#### C. DAYS AND HOURS OF OPERATION OF SWIMMING POOL

1. Contractor will have the Pool ready for use five (5) days prior to opening.
2. Contractor agrees to operate the Pool in accordance with the schedule adopted by the District. Regularly scheduled hours of operation listed above. Times may be adjusted periodically by the District, with Contractor's assistance to meet the requirements of Reunion Recreation Center Residents.
3. The season may be extended by opening the Pool on weekends in September provided the District notifies Contractor by Aug 1, 2021. The cost for such extension shall be \$30.00 per hour and if notified after Aug 1, 2021 cost for staffing shall be \$50.00 per hour and based on staff availability.
4. Pool availability at times other than regularly scheduled hours of operation and arrangements for use, including supervision and fees, shall be determined by the District with Independent Contractor's assistance.
5. Contractor reserves the right to close the Pool during inclement weather at the discretion of the lifeguards on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or the temperature drops below 65 degrees (health department recommendation). The Pool will reopen when the lifeguard on duty deems it safe to return to the water.

## EXHIBIT B

### COMPENSATION SCHEDULE

A. The schedule includes all costs to the District, except the costs of materials, supplies and equipment purchased by Contractor pursuant to Exhibit A paragraphs one (1) and five (5). Contractor shall bill District no later than the fifteenth (15th) day of the month for that month's regular payments and reimbursable costs incurred to date. Payments will be due according to the following schedule:

Payment	Percentage	Date		Amount
1	33.33%	May 31	\$	28,400.00
2	33.33%	June 30	\$	28,400.00
3	33.33%	July 31	\$	28,400.00
<b>Total</b>				<b>85,200.00</b>

B. Pool chemicals are billed on an as needed basis separate from the above amount. There is no mark-up on chemical costs to the District.

C. The adopted payment schedule includes compensation for lifeguards daily, according to the adopted schedule approved by the Board of Directors. Any additional lifeguard services shall be subject to approval by District and adjustments to the above schedule shall be made at the rate of \$25.00 per lifeguard hour so approved by the District.

D. Emergency Closing of Pool. In the event the Pool is closed during the season without the fault, negligence or control of Contractor, this agreement shall remain in force and effect provided, however, that if the Pool is closed because of equipment breakdown and/or necessity of repairs and/or by order of public authority, and such closing shall continue for a period of seven (7) days or longer, the District shall only be responsible for paying for actual costs and overhead incurred by Contractor during the pool closure. Such overhead costs shall be calculated by taking 15% of the actual costs incurred during the pool closure. Notwithstanding anything in this paragraph D to the contrary, the Parties reserve the right to terminate this Agreement pursuant to paragraph 18 of this Agreement

**EXHIBIT B-1**

CONTRACTOR'S COMPLETED W-9

## EXHIBIT C

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;
  - d. broad form property damages, including completed operations;
  - e. medical payments;
  - f. products and completed operations;
  - g. independent consultants coverage;
  - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,



or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

**EXHIBIT C-1**

**CERTIFICATE(S) OF INSURANCE**

**EXHIBIT D****CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE****OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO****CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,  
**THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DENVER**

is a

Nonprofit Corporation

formed or registered on 05/17/1906 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871177067.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/22/2021 that have been posted, and by documents delivered to this office electronically through 01/25/2021 @ 12:43:22.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/25/2021 @ 12:43:22 in accordance with applicable law. This certificate is assigned Confirmation Number 12883019.



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
 Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



## REUNION METROPOLITAN DISTRICT MANAGER'S UPDATE – April 21, 2021

Please find the attached reports valid through April 21, 2021

The most current violation log has been included in your packet and is organized by violation type.

Total # of Violations: 145

0	Basketball Goal
4	Changes Not Approved/Unauthorized change
16	Dead Tree/Dead Plants Violations
7	Dry Lawn
3	Excessive Weeds/Weeds/Weeds in Alley
1	Fence Repair/Maintenance
11	Improperly Parked Vehicle/Inoperable Vehicle
1	Landscape Material in Street
13	Late Landscaping (Active Enforcement)
6	Lawn/Landscape Maintenance
3	Minimum Planting Requirements not Met
3	Boat
10	Holiday Decorations
14	Trailer/Recreational Vehicle
23	Trash Can Violations
7	Backyard Maintenance
35	Misc. Violations: Chain link fence (1), Excessive Barking (1), Solid Pet Waste Not Removed (1), Excessive Vehicle Size (4), Door Needs to be Painted (2), Improperly Parked Vehicle/Inoperable Vehicle (10), Landscape Material (1), Landscape Needs Attention (1), Miscellaneous Items Stored in View (4), Missing Tree(s) (3), Political Signs (1), Unauthorized Lease (5), Weeds (2)

### **Tribunal:**

The Tribunal did not have a meeting.

### **Architectural Review:**

172 submissions were received for ARC review between January 25, 2021 and April 21, 2021. 107 of the requests have been approved, 35 were rejected/denied, Requests included patio installations, dog runs, driveway extensions, painting, gates, porch railing, sheds, outdoor lighting, landscaping, and radon systems. See attached report for additional information. Thank you,

Jim Bogner

## INDEPENDENT CONTRACTOR AGREEMENT (SOUTHLAWN POOL IMPROVEMENTS)

---

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 19<sup>th</sup> day of February, 2021, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and FCI CONSTRUCTORS, INC., a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

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

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

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

### TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including

**Exhibit A)** or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2021.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the



District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested

services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10<sup>th</sup> of each month may be processed the following month.

c. Public Works Compensation Terms. Pursuant to § 24-91-103.6(2), C.R.S., the Parties hereby agree that the amount of money appropriated by the District for the Services is equal to the compensation amount and this Agreement shall not be modified to require the Contractor to perform additional compensable work unless the District has made lawful appropriations to cover the costs of the additional work.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants,

contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. **EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:



i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor 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 Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

#### 11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

## 12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. **"Personal Identifying Information"** means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the

Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.



c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement,

the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:	Reunion Metropolitan District c/o CliftonLarsonAllen 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111 Attention: Matt Urkowski Phone: (303) 265-7919 Email: matt.urkowski@claconnect.com
-----------	---

With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Kristen D. Bear, Esq. Phone: (303) 858-1800 E-mail: kbear@wbapc.com
-----------------	--

Contractor:	FCI Constructors, Inc.
-------------	------------------------

c/o Corporation Service Company, as  
Registered Agent  
1900 W. Littleton Boulevard  
Littleton, CO 80120

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the

performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such



enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY AND PERMITS. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All materials are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District’s satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District

may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses and other consents required from all governmental authorities, utility companies and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all of the terms and conditions of all permits, licenses and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow].*

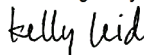


IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**

REUNION METROPOLITAN DISTRICT, a  
quasi-municipal corporation and political  
subdivision of the State of Colorado

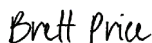
DocuSigned by:



639A8BA27EBE4FB...

**ATTEST:**

DocuSigned by:



CA13C05C3EF1467...

**APPROVED AS TO FORM:**

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

DocuSigned by:



1D49665F0E7344B...

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Southlawn Pool  
Improvements Services with FCI Constructors, Inc., dated February 19, 2021*

**CONTRACTOR:**

FCI CONSTRUCTORS, INC., a Colorado corporation


TONY SEIDLING

Printed Name

VP OPERATIONS

Title

STATE OF COLORADO )

COUNTY OF Weld )

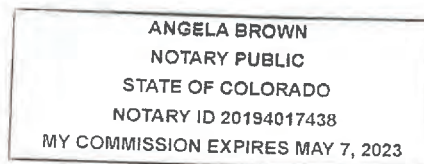
) ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 2021, by Tony Seidling, as the VP operations of FCI Constructors, Inc.

Witness my hand and official seal.

My commission expires: May 7, 2023


Notary Public



*Contractor's Signature Page to Independent Contractor Agreement for Southlawn Pool Improvements Services with Reunion Metropolitan District, dated February 19, 2021*

## EXHIBIT A

### SCOPE OF SERVICES/COMPENSATION SCHEDULE

**Project: Reunion Southlawn Pool Complex Improvements (the “Project”)**

**Location: 10100 Southlawn Circle, Commerce City, CO 80022**

**Owner: Reunion Metropolitan District**

**General Scope and Requirements**

Contractor will design and construct improvements for the Southlawn Swimming Pool Complex. This two-part project consists within an existing swimming pool complex located on the south side of Southlawn Park, within a developed residential area south of 104<sup>th</sup> Avenue and Reunion Parkway in Commerce City, CO.

Improvements include construction of a reception counter at the main entrance, and the construction and/or installation of a lifeguard shack adjacent to the pool area.

The delivery method for this project shall be design-build and must include all services required to fully deliver the product as required by the owner. This includes but may not be limited to all phases of design, procurement, and construction as required to satisfy the District’s intent.

**Reception Counter**

A reception counter is to be constructed at the entry of the hallway, just beyond the main gated entrance. As noted in the Request for Proposals for the Project, minimum requirements are as follows:

- Overall height of the counter to be at a reasonable height for standing (*approx. 36” to 46” – must comply w/ ADA requirements*)
- Materials should be weather resistant and constructed to withstand year-around elements
- Duplex receptacle (120V AC) should be located within 4’ of the counter
- Materials and aesthetics should generally conform to the existing architecture.
- Overall length should not impede ample corridor spacing to the left, and must fully comply with local building and life safety codes

**Lifeguard Shack**

A life guard shack is required in the vicinity of the northeast corner of the swimming pool at the existing fence line. Proposals for a pre-manufactured or site-built structure will be considered. The type of foundation for the structure shall be determined and specified by the contractor providing the best approach given its location. As noted in the Request for Proposals for the Project, minimum requirements are as follows:

- Suitable to comfortably shelter 6 people during weather events
- Be fully insulated and climate controlled for summer weather
- Allow for minimal maintenance and winterization during the off-season
- Be fully lockable during closed hours
- Electrical service to accommodate a minimum of two duplex receptacles, one overhead lighting fixture, and a mini-split HVAC system.
- Materials and aesthetic should generally conform to the existing architecture
- Windows to provide natural lighting
- Foundation and Site work as required
- Fencing modifications and adjustments as required



## FCI PRICING WORKSHEET

PROJECT: Reunion Lifeguard Shelter

PROJECT # TBD

Quote

DATE: 10-Mar-21

Item #	PR#,CCA# CO#...	Item Description	Quantity	Type (hr,sf...)	Unit \$ Materials	Total Materials	Unit \$ Sub/Equip	Total Sub/Equip	Unit \$ Labor	Total Labor	Row Totals
1		FCI General Requirements	1.00			0.00	8900.00	8900.00		0.00	8900.00
2											
3		12x16 Shed Asphalt Roof w/ 4" Thickend Slab	1.00	EA		0.00		0.00		0.00	0.00
		Earthwork/Grading	1.00	Included		0.00	30614.67	30614.67		0.00	30614.67
		Concrete Slab	1.00	Included		0.00		0.00		0.00	0.00
		Shed	1.00	Included		0.00		0.00		0.00	0.00
		Patio Slider Double Door with Double Glass- White	1.00	Included		0.00		0.00		0.00	0.00
4		5/8 Drywall with FRP cover finish on walls	1.00	Included		0.00		0.00		0.00	0.00
5		Flooring - Carpet Squares	1.00	Included		0.00		0.00		0.00	0.00
6		Insulation Included	1.00	Included		0.00		0.00		0.00	0.00
7		110 Electrical Requirements	1.00	Included		0.00		0.00		0.00	0.00
8		4 Outlets 2 Lights Included	1.00	Included		0.00		0.00		0.00	0.00
9		Fencing Reconfiguration	1.00	Included		0.00		0.00		0.00	0.00
10		Window AC Unit	1.00	Included		0.00		0.00		0.00	0.00
11		Landscape Touch-Up (Grade and Re-Seed)	1.00	Included		0.00		0.00		0.00	0.00
12						0.00		0.00		0.00	0.00
13		Check in Counter	1.00	EA		0.00	13768.00	13768.00		0.00	13768.00
14		Board and Batten Siding	1.00	Included		0.00		0.00		0.00	0.00
		Framing, Backing and Countertop Supports	1.00	Included		0.00		0.00		0.00	0.00
		Paint	1.00	Included		0.00		0.00		0.00	0.00
		Concrete Tops	55.00	SF - Included		0.00		0.00		0.00	0.00
15		Power and Two Lights	1.00	Included		0.00		0.00		0.00	0.00
16		Rolling Under Counter Cabinet - Seville	1.00	Included		0.00		0.00		0.00	0.00
17						0.00		0.00		0.00	0.00
18		Permit Not Included				0.00		0.00		0.00	0.00
19		Options will Drive Requirement				0.00		0.00		0.00	0.00
20						0.00		0.00		0.00	0.00
Above Quote Per Base Option			Column Totals			0.00		53,282.67		0.00	53,282.67

Option 1- Add Stone at Both Features - 3500  
 Add Metal Roof at Shed - 4000  
 Add 120v PTAC Unit - 7500  
 Add Folding Glass Door System - Included

Labor Burden / Sales/Use Tax

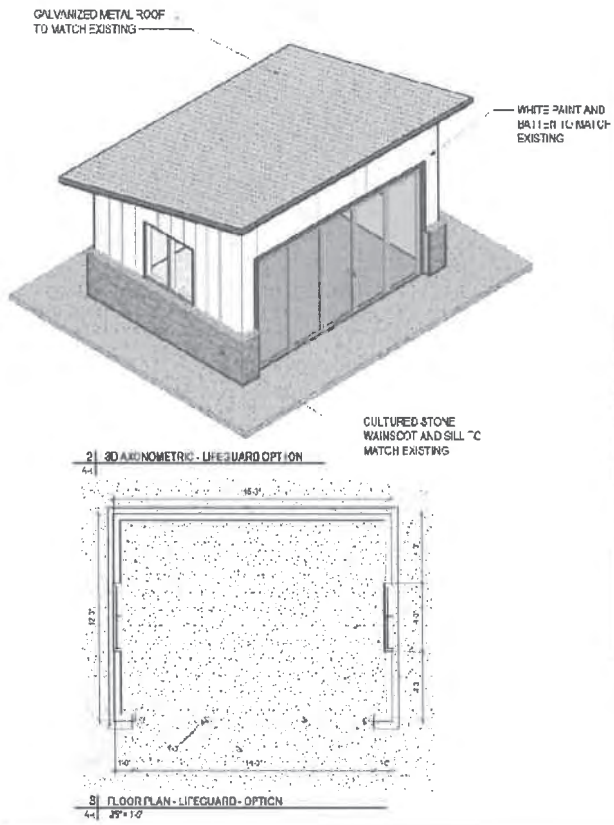
FCI Breakdown Total \$53,282.67

FCI Commission (10%) \$5,328.27

FCI TOTAL \$ 58,610.94







2021

REUNION SOUTHLAWN POOL COMPLEX IMPROVEMENTS  
LIFEGUARD SHED - OPTION 1

D2C ARCHITECTS  
www.D2CARCHITECTS.com

A-4



**EXHIBIT B**  
**CONTRACTOR'S COMPLETED W-9**

**Form W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>FCI Constructors, Inc.</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC   <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►           <p style="font-size: small;">Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <input type="checkbox"/> Other (see instructions) ►         </div> <div style="width: 45%;"> <input checked="" type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate         </div> </div>	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>4015 Coriolis Way</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Frederick, CO 80504</b>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
8	4	-	0	7	6	3	8	7	8

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ► <i>Charles L. Marshall</i>	Date ► <i>1-2-2020</i>
------------------	---	------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

## EXHIBIT C

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;
  - d. broad form property damages, including completed operations;
  - e. medical payments;
  - f. products and completed operations;
  - g. independent consultants coverage;
  - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,



or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

**EXHIBIT C-1**  
**CERTIFICATE(S) OF INSURANCE**

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>P.O. Box 7050</b> <b>Englewood, CO 80155</b> <b>800 873-8500</b>		<b>CONTACT NAME:</b> Client Manager <b>PHONE (A/C, No, Ext):</b> 800 873-8500 <b>E-MAIL ADDRESS:</b> den.contractors@usi.com <b>FAX (A/C, No):</b> 303-831-5295															
<b>INSURED</b> <b>FCI Constructors, Inc.</b> <b>PO Box 1767</b> <b>Grand Junction, CO 81502</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Aspen American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : Continental Insurance Company	35289	INSURER C : Aspen American Insurance Company	43460	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : Arch Insurance Company	11150																
INSURER B : Continental Insurance Company	35289																
INSURER C : Aspen American Insurance Company	43460																
INSURER D :																	
INSURER E :																	
INSURER F :																	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	ZAGLB9220004	10/01/2020	10/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	ZACAT9242104	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	6079434568	10/01/2020	10/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	ZAWCI9389204	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Excess Liability	X	X	CX00E1620	10/01/2020	10/01/2021	\$15,000,000 Ea Occur #15,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**RE: Reunion Southlawn Pool Complex Improvements, 1010 Southlawn Circle, Commerce City, CO 80022.**

**CERTIFICATE HOLDER****CANCELLATION**

Reunion Metropolitan District  
 8390 Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



This page has been left blank intentionally.

**EXHIBIT D****CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE****OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO****CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**FCI CONSTRUCTORS, INC.**

is a

Corporation

formed or registered on 07/14/1978 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871352010 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/18/2021 that have been posted, and by documents delivered to this office electronically through 02/19/2021 @ 14:22:50 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/19/2021 @ 14:22:50 in accordance with applicable law. This certificate is assigned Confirmation Number 12957368 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the 'Validate a Certificate' page of the Secretary of State's Web site, <http://www.sos.state.co.us/bi:/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*




## Certificate Of Completion

Envelope Id: 79BB79D5B4DD4FDAB037FF7A2896CFCE	Status: Completed
Subject: Please DocuSign: Reunion Sowthlawn Pool Improvment Contract - Needs Board and Legal signatures.pdf	
Client Name: Reunion MD	
Client Number: 011-042159-OS01-2021	
Source Envelope:	
Document Pages: 29	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kathy Suazo
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Kathy.Suazo@claconnect.com
	IP Address: 67.137.57.251


## Record Tracking

Status: Original	Holder: Kathy Suazo	Location: DocuSign
3/30/2021 11:05:01 AM	Kathy.Suazo@claconnect.com	

## Signer Events

Signer Events	Signature	Timestamp
Brett Price bprice@oakwoodhomesco.com Regional Vice President of Land Dev Security Level: Email, Account Authentication (None)	 DocuSigned by: Brett Price CA13C05C3EF1467... Signature Adoption: Pre-selected Style Using IP Address: 216.87.72.100	Sent: 3/30/2021 11:07:47 AM Viewed: 3/30/2021 11:47:39 AM Signed: 3/30/2021 11:47:57 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/30/2021 11:47:39 AM  
 ID: 81afad9a-3bf1-4160-9e46-866a9188df72

Kelly Leid kleid@oakwoodhomesco.com Board Member Security Level: Email, Account Authentication (None)	 DocuSigned by: Kelly Leid 639A8BA27EBE4FB... Signature Adoption: Pre-selected Style Using IP Address: 216.87.72.100	Sent: 3/30/2021 11:07:47 AM Viewed: 3/30/2021 11:51:33 AM Signed: 3/30/2021 11:51:43 AM
--	--	---

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/30/2021 11:51:33 AM  
 ID: a3278c72-69cb-4b64-b861-de4f8e756a30

Kristen Bear kbear@wbapc.com Security Level: Email, Account Authentication (None)	 DocuSigned by: Kristen Bear 1D49885F0E7344B... Signature Adoption: Pre-selected Style Using IP Address: 50.209.233.181	Sent: 3/30/2021 11:07:47 AM Viewed: 3/30/2021 11:31:51 AM Signed: 3/30/2021 11:32:01 AM
---	---	---

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/30/2021 11:31:51 AM  
 ID: 81c2c578-0dce-4e46-a5a1-043f8bf0a185

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/30/2021 11:07:48 AM
Certified Delivered	Security Checked	3/30/2021 11:31:51 AM
Signing Complete	Security Checked	3/30/2021 11:32:01 AM
Completed	Security Checked	3/30/2021 11:51:43 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact CliftonLarsonAllen LLP:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com)

#### **To advise CliftonLarsonAllen LLP of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from CliftonLarsonAllen LLP**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with CliftonLarsonAllen LLP**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

**RESOLUTION  
OF THE  
BOARD OF DIRECTORS OF  
REUNION METROPOLITAN DISTRICT**

**RESCINDING THE RESOLUTION  
CONCERNING THE TEMPORARY SUSPENSION OF NEW LATE FEES AND  
INTEREST AND TEMPORARY MODIFICATIONS TO THE COLLECTIONS,  
FORECLOSURE AND COVENANT ENFORCEMENT PROCESSES**

---

WHEREAS, the Reunion Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly and validly organized as a metropolitan district in accordance with all applicable laws; and

WHEREAS, on April 10, 2020, the Board adopted Resolution of the Board of Directors of Reunion Metropolitan District Authorizing Temporary Suspension of New Late Fees and Interest and Temporary Modifications to the Collections, Foreclosure and Covenant Enforcement Processes (the “**Temporary Modification to Collections Processes**”), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Board of Directors of the District (the “**Board**”) has determined it is in the best interest of the taxpayers and property owners of the District to rescind the Temporary Modification to Collections Processes Resolution; and

WHEREAS, Board desires to adopt this resolution to rescind the Temporary Modification to Collections Processes Resolution in its entirety.

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

1. The Board of Directors of the District does hereby rescind the Temporary Modification to Collections Processes Resolution in its entirety, effective as of June 1, 2021.
2. Effective as of June 1, 2021, the District will impose any and all new late payment fees and interest as authorized in that certain Second Amended and Restated Resolution Establishing Guidelines and for the Processing and Collection of Delinquent Fees and Charges.
3. Effective as of June 1, 2021, the District will turnover any new collection files to General Counsel, as needed.
4. Effective as of June 1, 2021, the District will direct General Counsel to proceed with any legal action/work on collection and covenant enforcement files in their office and to file any new foreclosure actions, as needed.

*[Signature Page Follows]*



ADOPTED THIS 4<sup>TH</sup> DAY OF MAY, 2021.

REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

---

Officer of the District

ATTEST:

---

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel to the District



April 16, 2021

White Bear Ankele Tanaka Waldron  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122

Denver Office  
Jeffrey B. Smith  
Direct 303.991.2066  
jsmith@altitude.law

Re: *Altitude Community Law P.C. Legal Services Proposal*

To Whom it May Concern:

Thank you for your interest in the legal services we can provide for your District. Enclosed are materials describing our experience, philosophy, services and fees, specifically related to Covenant Enforcement. We offer a variety of fee programs, including flat fees and retainers, to suit the needs of individual districts. To determine what fee program may best suit your District, please give me a call after you have had a chance to review the enclosed material.


**How we will work with you.** Our experience enables us to partner with your District and your current legal team to provide tailored, creative solutions that best meet the District's unique needs. As the trusted leader in community association law in Colorado, we have over 100 years combined experience and have successfully represented more than 2,000 associations and metro districts. We make every effort to understand your issues and constraints and will alert you when we see an opportunity or potential problem that is beyond the District's immediate need, while keeping your budget in mind.

**Value-added benefits of partnering with Altitude Community Law P.C.** We are committed to providing our clients with up-to-date information, education and tools to help you govern your community proactively and positively. We offer education programs designed exclusively for board and committee members. The 2021 education schedule is available on our website, [www.altitude.law/education](http://www.altitude.law/education). From our website you also may register for our blog, webinars and e-newsletter, to keep up-to-date on current issues that may impact your association.

**Next steps.** If you desire to hire our firm, please complete and return the 2021 Legal Services and Fee Summary Agreement. To take advantage of one of our retainer programs, check the appropriate retainer box on page 4 of the Agreement.

Feel free to contact me with questions or comments after you've had an opportunity to review the enclosed materials. We would be happy to attend a board meeting to meet you, listen to your concerns and discuss how we can assist your association.

Sincerely,



Jeffrey B. Smith  
Altitude Community Law P.C.

JBS/ca  
Enc.  
07364188.DOCX



## **2020-2021 LEGAL SERVICES AND FEE SUMMARY AGREEMENT**

The following is a summary of the fees and charges for the various legal services offered by Altitude Community Law.

Our retainer programs reduce your association's legal expenditures and simplify the budgeting process by establishing a **fixed monthly fee**. This fee purchases the essential legal services your association requires, making us available to you as needed. We now offer **three** retainer packages to better fit your needs.

### RETAINER SERVICES AND BENEFITS

For a yearly fee of **\$2,400**, payable monthly at **\$200 per month**, retainer clients receive the following legal services and benefits without further charges:

**Phone Calls.** We will engage in unlimited telephone consultations with a designated board member or association manager regarding legal and other questions and status of ongoing work we are performing for you, exclusive of litigation, foreclosure, covenant enforcement, and document amendments. Written consultations/communications such as emails, written correspondence, and calls with multiple Board members at the same time will be billed at our reduced hourly rates, as will our time to review governing documents, correspondence, etc., if necessary to answer a question.

**Reduced Hourly Rates.** For legal services billed hourly beyond what is included in the retainer, we will provide those services at \$20 per hour less than our non-retainer rates for attorneys and \$10 per hour less than our non-retainer rates for paralegals.

**In-Office Consultation.** We will meet with a designated board member and/or the association's manager in our office for 30 minutes on any new matter. If the meeting extends beyond the 30 minutes, you will be billed at our reduced hourly rates.

**Attendance at Board Meeting.** At your request, we will attend one board meeting per twelve-month period for up to one hour. As a retainer client, we will prioritize attending the board meeting of your choosing. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

**Audit Response Letter.** We will prepare a letter to your financial auditor in connection with your annual audit indicating pending or threatened litigation. We will also review your annual financial audit upon completion.

**Periodic Report.** We will prepare and file your periodic report with the Secretary of State if you have designated us as your registered agent.

**DORA Renewal:** We will prepare and file your renewal report with DORA if requested.

### RETAINER PLUS SERVICES AND BENEFITS

For a yearly fee of **\$3,000**, payable monthly at **\$250 per month**, we will provide the following legal services and benefits without further charges:

In addition to the services provided to Retainer clients, **Retainer Plus** clients will receive the following additional services:

Email Consultations. We will engage in 30 (thirty) minutes of email consultations every month with a designated board member and the association's manager regarding legal and other questions and the status of ongoing work that we are performing on your behalf, exclusive of litigation, foreclosure, covenant enforcement, and document amendment matters. Additional written consultations and communications will be billed at our reduced hourly rates. If it is necessary to review governing documents, correspondence, etc. to answer a question, you will be billed at our reduced hourly rates.

**SB100 Policy Update.** We will provide one free SB100 Policy update for your association.

**Credit Card Payments.** For Retainer Plus clients, we will accept homeowner payments via credit card.

#### PREMIUM RETAINER SERVICES AND BENEFITS

For a yearly fee of **\$6,000**, payable monthly at **\$500 per month**, we will provide the following legal services and benefits without further charges:

In addition to the services provided to **Retainer and Retainer Plus** clients, Premium Retainer clients will receive the following additional services:

Email Exchanges. We will communicate with your designated board member and the association's manager via email up to **60 (sixty) additional** minutes every month which includes minor research.

Attendance at **one additional Board Meeting** per year. At your request, we will attend a total of two board meetings per twelve-month period for up to one hour each. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

Other needed revisions to SB100 Policies required by new legislation reduced by \$100.

#### RETAINER SERVICES GENERALLY

We will send notices of renewal of retainers annually. Upon expiration, the retainer will automatically be renewed on a monthly basis until we receive a notice to terminate.

#### FIXED FEE SERVICES

Altitude Community Law offers fixed fee services. The association will pay Altitude Community Law (the Firm) for performance of the services as outlined in a proposal for services, plus costs. The association understands that it is not entering into an hourly fee agreement for that specified service, except as otherwise set forth. This means the Firm will devote such time to the matter as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

#### NON-RETAINER SERVICES AND BILLING TERMS

If you desire representation on a non-retainer basis, you will be billed hourly for all work performed unless a fixed fee (such as collection matters or amendment of documents) has been agreed to in advance. Our hourly rates for 2020-2021 non-retainer clients are \$95 - \$155 for legal assistants/paralegals, \$300 - \$350 for attorneys. Non-retainer clients are billed hourly for all phone calls.

#### TERMINATION OF REPRESENTATION

You may terminate our representation at any time by notifying us in writing and we may resign from representation by notifying you in writing. In either case, you understand that court or administrative rules may require us to obtain a judicial or administrative order to permit our withdrawal. We agree that upon receipt of your termination notice, we will take such action as is necessary to withdraw from representing

you, including requesting any necessary judicial or administrative order for withdrawal. However, whether you terminate our representation, we cease performing further work and/or withdraw from representing you, as allowed under the Colorado Rules of Professional Conduct or for your failure to comply with the terms of this Agreement, you understand and agree that you continue to be responsible to us for the payment of all fees and expenses due and owing and incurred in withdrawing from representing you, including any fees and expenses we incur to obtain, and/or during the time we are seeking to obtain, any necessary judicial or administrative order to approve our withdrawal.

If you so request, we will send to you your files as soon as a particular matter is concluded. If you do not request your files, the firm will keep the files for a minimum of ten (10) years, after which it may retain, destroy or otherwise dispose of them.

#### PRIVACY POLICY

Attorneys, like other professionals who provide certain financial services, are now required by federal and state laws to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Thus, we have always protected the privacy of your confidential information.

In the course of providing legal services, we sometimes receive significant nonpublic personal information from our clients. As a client of Altitude Community Law, you should know that all such information we receive from you is held in confidence. We do not disclose such information to anyone outside the firm except when required or authorized by applicable law or the applicable rules of professional conduct governing lawyers, or when authorized by you in writing.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain, physical, electronic and procedural safeguards that comply with our professional standards.

If you have any questions or would like more information about our privacy policies and practices, please let us know.

#### GENERAL TERMS FOR ALL CLIENTS

We represent the association as a corporate entity. We will take our direction for work as instructed by the manager or the board. We do not represent any individual board members or homeowners.

Clients are required to reimburse us for cost advances and other out-of-pocket expenses. Reimbursement is made at actual cost for outside charges such as court recording fees, filing fees, service of process charges, computerized legal research, expert witness fees, title searches, deposition reporting and transcription fees, outside photocopying, etc. Typically, we do not charge for internal photocopies, faxes, postage and long-distance telephone calls unless these charges are extraordinary. We provide monthly statements for services and expenses incurred. Unless other arrangements are made and agreed upon in writing, all charges are due and payable upon your receipt of the statement. A finance charge of 12% per annum may be imposed upon any amount not paid within 30 days of becoming due. Fees may be modified upon 30 days prior written notice. If it becomes necessary to file suit to recover unpaid attorney fees, the prevailing party shall be entitled to receive its attorney fees.

In the event we have not been provided with, or our files do not contain, all of the recorded documents of the association, we retain the right to obtain any such recorded documents to supplement our file without association approval and at the association's cost. The association's cost will include, but not be limited to, hourly charges for procuring the documents and copying costs. In order to provide you with the most efficient and effective service we will, at all times, unless otherwise directed, work through your manager if appropriate.

Should you have any questions, please do not hesitate to call any of our attorneys. We are happy to answer any of your questions or meet with you at no charge to discuss our services and fees in greater detail.

RESPONSE REQUIRED

If you desire to engage our services, please indicate below which type of service you prefer by checking the appropriate box, execute the acceptance and return it to us via mail, e-mail or fax.

Legal Services: (select one)

- ☐ Retainer Services
- ☐ **Retainer Plus Services**
- ☐ Premium Retainer Services
- ☐ Custom Retainer Option
- ☐ Non-Retainer

Collection Services:

Please see attached Fee Structure

Billing Preference: (select one)

- ☐ Paper and Mailed
- ☐ Electronic and Emailed

Email address: \_\_\_\_\_  
(please note, only one email address per management company or self-managed association will be used)

Agreed to and accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Print Association Name

By: \_\_\_\_\_  
President/Manager





## EXHIBIT A TO FEE SUMMARY AGREEMENT FOR 2020-2021 LEGAL COLLECTION SERVICES

### Fee Structure

This is a flat fee agreement for collection services. The Association will pay Altitude Community Law (the Firm) for performance of the services described below, plus costs. The Association understands that it is not entering into an hourly fee agreement for collection services, except as otherwise set forth below. This means the Firm will devote such time to the representation as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

The Association has the right to terminate the representation at any time and for any reason, and the Firm may terminate the representation in accordance with Rule 1.16 of the Colorado Rules of Professional Conduct. In the event that the Association terminates the representation without wrongful conduct by the Firm that would cause the Firm to forfeit any fee, or the Firm justifiably withdraws in accordance with Rule 1.16 from representing the Association, the Association shall pay, and the Firm shall be entitled to, the fee or part of the fee earned by the Firm as described in paragraph 1 above, up to the time of termination. If the representation is terminated between the completion of increments (if any), the Association shall pay a fee based on our standard hourly rate set forth in our standard fee agreement. However, such fees shall not exceed the amount that would have been earned had the representation continued until the completion of the increment, and in any event all fees shall be reasonable. Once the work is performed, the Fee will be deemed earned and is due upon receipt of an invoice.

#### Case Intake, Review and Assessment - No charge

We do not charge you to review new collection cases and make recommendations. However, if we receive open collection files from another attorney, there will be a \$25 set-up and review fee per file. This fee will be waived if you are a retainer client.

At the rates set here in, upon receiving a new turnover, we will perform the following work for due diligence and to put the Association in the best possible collection position: Assessment Lien Package (if a lien has not already been recorded), Demand Letter, Public Trustee Search, and Bankruptcy Search. Next steps after this work depends on the homeowner's response, balance due, history, information acquired, and other factors.

#### Demand Letter - \$155

Preparation of a demand letter includes reviewing the ledger or equivalent record to ascertain the amounts owed including interest, late charges, fines and charge backs, if relevant, and review prior notice given to owner to meet statutory requirements; drafting and mailing the demand letter to the homeowner; follow-up, including telephone calls with the management company and homeowner, negotiation of an acceptable payment plan; follow up letter (as needed) to confirm payment arrangements. All correspondence other than the initial demand and payment plan letter is \$50 per letter (e.g., follow up demand letter, breach of payment plan letter).

#### Super Lien Demand Letter - \$110

Preparation of a demand letter post foreclosure includes reviewing ledger to ascertain amounts owed; verifying party to whom demand should be sent; drafting and mailing demand letter: or if request is received from a lender for the super lien amount, drafting a response. All discussions with the owner or lender after the letter are billed hourly.

#### Assessment Lien Package - \$110

This charge includes preparing both the lien and the lien release. It also includes verification of ownership with either the assessor's office or title company.

#### Lawsuit: - \$350 plus costs

This charge includes preparing the summons and complaint, filing these papers with the court, appearing at the return date and obtaining default judgment. It also includes all negotiations and telephone conferences with the owners prior to an answer being filed with the court.

#### Lawsuit: Trial - Hourly rates apply

All preparation for trial and appearances in court are billed on an hourly basis. If the association prevails at trial, it can recover its attorney fees and costs from the delinquent owner.

#### Interrogatories - \$80

We prepare and file a motion with the court to request the court to order an owner to answer a series of questions from us about the owner's assets. We will use the answer to help satisfy any judgment obtained by the association. We will also arrange for service of the order on the client and monitor and evaluate answers received from the owner.

#### Contempt Citation - \$105

If an owner fails to answer the interrogatories as ordered by the court, we will prepare and file all the necessary paperwork to require the owner to appear before the judge to explain why the questions were not answered. Our fee also includes our appearance at court, subsequent appearance if the owner fails to appear initially and review and evaluation of the answers once received from the owner.

#### Garnishments - \$105 (each)

We will identify entities (usually banks, employers or tenants) which owe or have money of the owner and prepare documentation to be filed with the court to order the entity to release all or a portion of the money they hold for or are obligated to pay the owner to the association. We will arrange for service of the necessary documentation and will monitor for responses.

#### Payment Plans - \$75-175 (each)

In the event an owner wishes to pay their balance due over time exceeding 6 months, we will charge a fee depending upon the length of the payment plan to prepare the necessary documentation, monitor and process payments and close the file. Unless we are instructed otherwise, we may agree to payment plans of up to 24 months with any homeowner.

#### Motions - \$100-125

Occasionally, certain motions may be necessary in a case in order to get the court to issue a ruling without further legal action. These will be prepared, filed, monitored and argued before the court, if necessary.

#### Outbound Phone Calls - \$55

Once we obtain a phone number for an owner, we will make up to 3 outbound calls to an owner to secure payment. All other calls with an owner will be at no charge.

#### Payoff Calculations - \$100

It is important for your management company or treasurer to confirm all payoff amounts with us prior to issuing status letters or advising owners of balances so that all legal costs and fees can be included. We will also insure that all fees necessary to close or dismiss a file are included. Rush charges do apply.

#### Monitoring Lender Foreclosure - \$195 (one-time charge)

It is important to monitor lender foreclosure through the sale and redemption period. We obtain periodic ownership and encumbrance reports, if needed, and routinely verify the status of the foreclosure action. We advise you of the association's rights and options throughout the process. Once a sale is completed, we advise the association of the new owner and the association's rights.

#### Monitoring Bankruptcy - \$180 Chapter 7; \$300 Chapter 13 (one-time charge)

We prepare and file a Proof of Claim, if necessary, monitoring the bankruptcy through discharge. Our services include reviewing the plan (if Chapter 13) to make sure it includes provisions for payment of pre- and post-petition assessments, and checking with the trustee and debtor's attorney to determine if property has been abandoned. If it becomes necessary to file any motion with the court, we charge fixed fees as follows:

Motion to Dismiss: \$395

Motion for Relief from Stay: \$595

Objection to Plan: \$195

All preparation for and appearances in court are charged on an hourly basis.

Assessment Increase Notice - \$200

We prepare notice to the bankruptcy court of any increase in the ongoing debt owed to the association upon receipt of notice from you, including filing a proof of claim and letter to the bankruptcy attorney or debtor.

Public Trustee/Bankruptcy Search - \$30 (each)

Verifying whether a property is in foreclosure or subject to a bankruptcy before filing a lawsuit can save the association hundreds of dollars. So, we will search both the public trustee and bankruptcy records and then advise the association if different action is necessary.

Receiverships (County Court) - \$295 initial, then hourly. Court costs are approximately \$250

We will prepare pleadings and appear in court to obtain appointment of a receiver to collect rents where the property is abandoned or being rented by the owner. Once appointed, we supervise disbursement of the monies collected by the receiver at an hourly rate.

Lien/Judicial Foreclosures (District Court) - Hourly rates apply

We recommend that foreclosure be considered as a viable collection remedy in all problem cases. Our fee is based on the complexity of your circumstances and should reflect the value you will receive from the monetary result of the foreclosure.

Lien Sales - \$500

We list all liens that are potentially available for sale on our website at <https://Altitude.Law/general-topics/liens-for-sale/> at no cost. In the event a lien is sold we collect our fee from the purchaser of the lien. In order to handle quickly, within the legal time limits, we reserve the right to sell liens, without prior approval if the purchase price is equal to or more than the balance due.

Status Report - \$75/month (if not accessed electronically)

We provide online access to each association's collection status report. For more information please contact us. If your association chooses to have us prepare your status report, there will be a monthly fee.

Asset/Person Locations - \$25-100

From time to time we must locate debtors and/or their assets in order to secure payment for you. We will use various databases for which there is a cost to us, to secure possible leads. This information is then reviewed and analyzed to develop the best strategy for quickly and efficiently securing payments.



## SERVING HOMEOWNERS ASSOCIATIONS

Altitude Community Law P.C. is the premier law firm which serves legal needs of community associations. More than 2000 associations throughout Colorado have chosen us to guide them through the formation, transition and operation of their organizations. Our association clients include condominium, townhome and detached single family associations across the state.

Communities ranging in size from two units to more than 90,000 units have enjoyed the personal attention we provide, along with the depth and breadth of knowledge that only years of experience can yield. More than any law firm, we focus on homeowners associations and covenant controlled communities. We have prepared in excess of 500 sets of rules and architectural control guidelines and assisted over 500 associations in amending or restating their legal documents.

With several offices throughout Colorado, we are able to service our clients in a timely, efficient, and responsive manner.

### OUR TEAM

Altitude Community Law was founded in 1988. Our attorneys work as a team to help you in the formation of a new community association, in running your existing association, or resolving disputes involving your association. Adding to the firm's 200 plus years of combined experience are attorneys Elina B. Gilbert, Melissa M. Garcia, David A. Firmin, David A. Closson, William H. Short, Debra J. Oppenheimer, Kiki N. Dillie, Jeffrey B. Smith, Maris S. Davies, Kate M. Leason, Amanda K. Ashley, Kelly K. McQueeney, Azra Z. Taslimi, Sheridan Classick, and Andrew Moore.

### CLIENT SERVICE - OUR NUMBER ONE PRIORITY

Each member of our firm is committed to providing you with the best legal representation in our field at competitive rates that fit your budget. We also understand that each client has different needs and expectations, and good client servicing is in the eyes of the client, not in the eyes of the firm.

That's why we're committed to getting to know the board members of your association so that we can understand and meet your needs. By returning your calls promptly, communicating with you regularly, and offering various educational workshops annually, we are always looking for ways to better serve you and to exceed your expectations in a law firm.

By working with you, we can help you accomplish your goals on behalf of your association, and we can make your role as a board member easier by providing you with the tools you need to do your job effectively.

### PREVENTION - THE BEST LEGAL APPROACH

The first and best legal solution is preventing disputes and other legal problems. With a strong emphasis on prevention, we draw from our experience to help you lay a proper foundation for the future and avoid costly and destructive pitfalls.

And, while we emphasize prevention, we are also fully prepared to fight for your cause if the need arises. We can represent you to resolve disputes through mediation, arbitration or litigation.

**COMMITMENT  
TO  
EDUCATION**

Education of both community managers and board members has been the backbone of the firm since its inception. At Altitude, we believe that education is the best way to avoid problems in communities and we continually strive to provide the best and most accessible education to not only our clients, but to any directors or managers that want to better understand the industry. Altitude Community Education (ACE) provides numerous lunch forums, webinars, classes, and other educational opportunities to ensure your community's success. For more information please refer to our Education Tab on the Altitude website.

**COUNSEL FOR  
ASSOCIATIONS  
AT ALL STAGES**

We advise associations at all stages of growth; from pre transition to the mature association. Many areas of law converge to govern community associations. We can help you address issues at all stages of a homeowner association's development. In addition to our experience, we have been an advocate for community associations at the Capitol. Our attorneys serve on the Legislative Action Committee for CAI and are aggressively involved in monitoring and testifying in the legislature concerning bills affecting community associations.

**TRANSITION OF  
CONTROL**

One of the most pivotal times for a community association is during its transition from developer to homeowner control. The developer controls a common interest community during its formation. As lots or units are sold, transition from developer to homeowner control begins, with owners bearing the responsibility for the association's operation. Ideally this is a process rather than an isolated event. Over time, owners gradually become involved in the governance of the association. Altitude Community Law has assisted hundreds of associations with this process making for a smooth and problem-free transition.

**THE MATURE  
COMMUNITY  
ASSOCIATION**

Mature associations function best when they provide services to owners (as set forth in the governing legal documents) and responsibly enforce their governing documents and anticipate changing needs.

**REVIEWING,  
AMENDING AND  
INTERPRETING  
DOCUMENTS**

By periodically reviewing, amending or revising your association's articles of incorporation, bylaws, covenants, and rules, Altitude Community Law can help you build a strong, legally-sound foundation for your community. We can assist you by understanding your goals and redrafting, writing or amending rules, architectural control guidelines and covenants that address your association's needs within the framework of local, state and federal laws. We can also aid you in the proper interpretation and clarification of your governing documents.

**COVENANT  
ENFORCEMENT**

Two principles apply when addressing enforcement of covenants and rules. Covenants and rules must be carefully written to be enforceable and must be enforced consistently to retain their strength. The same principles apply when dealing with architectural control or design enforcement. At Altitude Community Law, we can assist you in these important areas through use of our alternate dispute resolution services, or if need be, through our litigation services.

**CREATIVE  
PROBLEM  
SOLVING**

We've handled a wide variety of covenant enforcement issues and achieved many successes for our association clients. From painting and landscaping, to pets and parking, we have experience with virtually every imaginable covenant violation. While our goal is to resolve disputes outside of court, when litigation is necessary, we're strong advocates for associations. Not only do we have years of courtroom experience, but we also have years of industry experience—insight that enables us to utilize creative solutions, as well as anticipate the challenges of a covenant violation lawsuit.

**DEBT  
RECOVERY**

Financial well-being hinges on timely collection of association assessments. In addition to traditional collections methods such as demand letters, liens, and personal lawsuits, we've developed successful alternatives to use when traditional methods fail, including the use of receiverships and foreclosures. In the last two years we've collected approximately \$9 million in delinquent assessments and fees for our clients. No other firm can claim this degree of success.

Every collection matter in our office is handled by an attorney, not the paralegal-driven model that many law firms use. This difference provides for better representation, higher quality work and better results for our clients.

We are also the first firm to provide clients with online status reports of their collection accounts. The information is real-time account history accessed through a secure online system.

**INSURANCE  
AUDIT**

At every stage of an association's maturity, it is important that the association have adequate insurance not only for the structures and improvements, but also for the board of directors. We can review your current policies for adequate coverage and to determine if your coverage complies with the requirements in your governing documents.

An association that isn't properly insured for general liability and property coverage, director and officer coverage, fidelity insurance, and gap coverage may be susceptible to lawsuits filed by owners. Our insurance audit can assist your association not only by determining any weaknesses in your coverage, but by recommending a more comprehensive insurance plan that will meet your needs and budget.

**DISPUTE  
RESOLUTION/  
LITIGATION**

We emphasize prevention of legal problems through thoughtful and thorough advice and counsel given prior to taking action or entering into transactions. When a legal problem does arise, we will assist you in finding the most practical and cost-effective solution. Our trial attorneys are not only experienced, but also



have a long track record of winning in the courtroom. Our goal is to resolve disputes outside of court whenever possible, and all Altitude Community Law attorneys have had formal training in mediation and negotiation.

But when a resolution cannot be found, we bring our extensive litigation experience to bear on behalf of our clients. We assess with you the benefits of litigation and weigh them against the costs and risks.

A wide variety of problems and needs come up in the course of governing and operating a homeowners association. Often the solution is not obvious. We enjoy taking both a creative and proactive approach and working with you to find legal solutions that allow you to do what your association wants to do. Altitude Community Law has gained a reputation for using ground-breaking methods and solving old problems in refreshing new ways.

Pertinent examples of such creative problem solving include:

- Negotiated and closed the first bond financing in the country by a homeowners association of 15 million dollars for various capital improvements.
- Negotiated and drafted a favorable annexation agreement that provided for substantial payment to the association.
- Identified and implemented procedures to collect working capital contribution from developer for use by association in a build-out community.
- Amended legal documents for a condominium community to create and sell a unit out of the common elements, with the proceeds going to the Association.
- Consolidated two associations into one, eliminating duplicate costs and overhead.

#### **FINANCIAL CONSIDERATIONS**

From the beginning of our relationship with you, we welcome an open dialogue about the subject of fees and costs. We know how essential legal services are to your successful operation. We also know you must work within an established budget

#### **HOW WE CHARGE FOR OUR SERVICES**

We have made every effort to package our services in a meaningful way that reflects their value to you. We strongly urge all associations to elect to be on one of our popular retainer programs. The retainer programs are set at levels to be a maximum benefit to your community. They further simplify the budgeting process by establishing a fixed monthly fee for certain services.

Additionally, whether you are on one of our retainer programs or not, fees for specific work are frequently quoted on a flat or fixed fee basis. We will work with you to select from these convenient options, or to create an alternative arrangement tailored to suit your needs.



## Managing Partner



**David A. Firmin :: Shareholder**

**Education:** University of Denver (B.A., 1991); University of Denver (J.D., 1998).

**Member:** Colorado Bar Association; Southwestern Colorado Bar Association; Community Associations Institute.

**Practice Areas:** Condominium and Homeowners' Association Law.

## Debt Recovery



**Kiki N. Dillie :: Partner - Debt Recovery Department Head**

**Education:** University of Colorado (B.A., 2002); University of Colorado School of Law (J.D., 2008).

**Member:** Colorado Bar Association; Colorado Creditor Bar Association; Community Associations Institute.

**Practice Areas:** Collections.



**Amanda K. Ashley :: Associate**

**Education:** Central Methodist University (B.A., 2000); Marquette University Law School (J.D., 2004).

**Member:** Colorado Bar Association; Adams County Bar Association; Community Associations Institute; Wisconsin Lawyers Assistance Program; Wisconsin Law Foundation Fellow; Board of Directors: Non Resident Lawyer Division WI.

**Practice Areas:** Collections.



**Sheridan Classick :: Associate**

**Education:** Metropolitan State University of Denver (B.A., 2015); Gonzaga School of Law (J.D., 2018).

**Member:** Colorado Bar Association; Denver Bar Association; Community Associations Institute.

**Practice Areas:** Collections.

## Litigation/Foreclosure/Covenant Enforcement



**Jeffrey B. Smith :: Partner - Litigation Department Head**

**Education:** Providence College (B.A., 2005); University of Denver College of Law (J.D., 2008).

**Member:** Colorado Bar Association; Denver Bar Association; Community Associations Institute; Colorado Defense Lawyers Association.

**Practice Areas:** Covenant and Rule Enforcement Litigation; Insurance Defense; Civil Litigation; Contract Disputes; Fair Housing Law; Foreclosure.



**William ("Bill") H. Short :: Partner**

**Education:** University of Vermont (B.A., 1979); Emory University School of Law (J.D., 1982).

**Member:** Colorado Bar Association; Denver Bar Association; Community Associations Institute. Colorado Defense Lawyers Association.

**Practice Areas:** Insurance Defense; D&O Liability; Construction Law; Civil Litigation; Contract Disputes; Fair Housing Law; Covenant and Rule Enforcement Litigation.



**Debra J. Oppenheimer :: Partner**

**Education:** Metropolitan State College (B.S., 1986); University of Texas (J.D., 1989).

**Member:** Colorado Bar Association; El Paso Bar Association; Community Associations Institute.

**Practice Areas:** Covenant and Rule Enforcement Litigation; Insurance Defense; Civil Litigation; Contract Disputes; Fair Housing Law.



**Kate M. Leason :: Associate**

**Education:** University of Central Florida (B.A., 1987); University of South Florida (M.L.S., 2003); Barry University, Dwayne O'Andreas School of Law (J.D., 2008).

**Member:** Colorado Bar Association; Denver Bar Association; Community Associations Institute; American Association of Law Libraries.

**Practice Areas:** Foreclosure.



**Azra Z. Taslimi :: Associate**

**Education:** State University of New York at Albany (B.A., 2004); State University of New York at Buffalo (J.D., 2007)

**Member:** Colorado Bar Association; Community Associations Institute

**Practice Areas:** Fair Housing Law; Covenant and Rule Enforcement Litigation; Foreclosure.

## Transactional



**Elina B. Gilbert :: Shareholder - Transactional Department Head**

**Education:** University of Michigan, Ann Arbor, Michigan (B.A., 1993); University of Detroit Mercy School of Law (J.D., Cum Laude, 1997).

**Member:** American Bar Association; Michigan Bar Association; Community Associations Institute; College of Community Association Lawyers.

**Practice Areas:** Condominium and Homeowners' Association Law.



**Melissa Garcia :: Shareholder**

**Education:** University of Nevada, Reno (B.A., 1996); California Western School of Law (J.D., 1999).

**Member:** Community Associations Institute.

**Practice Areas:** Condominium and Homeowners' Association Law.



**David A. Closson :: Shareholder**

**Education:** Colorado State University (B.A., 1995); University of Colorado (M.B.A., 2002); University of Colorado (J.D., 2002).

**Member:** Community Associations Institute.

**Practice Areas:** Business; Condominium and Homeowners' Association Law.



**Maris S. Davies :: Associate**

**Education:** Ithaca College (B.S., 2001); University of Denver (J.D., 2009).

**Member:** Colorado Bar Association; Community Association Institute.

**Practice Areas:** Condominium and Homeowners' Association Law.



**Kelly K. McQueeney :: Associate**

**Education:** University of Colorado (B.A., 2007); University of Denver Sturm College of Law (J.D., 2012).

**Member:** Colorado Bar Association; Community Associations Institute.

**Practice Areas:** Condominium and Homeowners' Association Law.



**Andrew Moore :: Associate**

**Education:** University of Richmond (B.A., 2009); University of Denver Sturm College of Law (J.D., 2014)

**Member:** Colorado Bar Association; 14th Judicial District Ask-A-Lawyer Clinic; Volunteer Attorney and Former Board Member; Colorado Headwaters Land Trust, Former Board Member; Metro Volunteer Lawyer, Volunteer Attorney; Community Associations Institute.

**Practice Areas:** Business; Real Estate; Immigration; Condominium and Homeowners' Association Law.

**BOARD OF DIRECTORS ROSTER**

Please complete and email to [hoalaw@altitude.law](mailto:hoalaw@altitude.law), fax to 303.991.2045 or mail to 555 Zang Street, Suite 100, Lakewood, CO 80228-1011.

This information will be used for communication (correspondence, blogs, newsletters, etc.) between our firm and you. It will not be released outside of our firm.

Thank you.

Association Name: \_\_\_\_\_ Date: \_\_\_\_\_

Website: \_\_\_\_\_

Board Meeting: \_\_\_\_\_

Month of Annual Meeting: \_\_\_\_\_

PRESIDENT			
Name		Phone Number(s)	
Mailing Address		(H)	(C)
City, State, Zip:		(W)	Fax:
Email Address			
I do not want to receive: E-newsletter Blog Periodic Client Alerts		Term Expires (mo/yr):	

VICE PRESIDENT			
Name		Phone Number(s)	
Mailing Address		(H)	(C)
City, State, Zip:		(W)	Fax:
Email Address			
I do not want to receive: E-newsletter Blog Periodic Client Alerts		Term Expires (mo/yr):	

SECRETARY			
Name		Phone Number(s)	
Mailing Address		(H)	(C)
City, State, Zip:		(W)	Fax:
Email Address			
I do not want to receive: E-newsletter Blog Periodic Client Alerts		Term Expires (mo/yr):	

TREASURER			
Name		Phone Number(s)	
Mailing Address		(H)	(C)
City, State, Zip:		(W)	Fax:
Email Address			
I do not want to receive: E-newsletter Blog Periodic Client Alerts		Term Expires (mo/yr):	

MEMBER/ADDITIONAL BOARD MEMBER			
Name		Phone Number(s)	
Mailing Address		(H)	(C)
City, State, Zip:		(W)	Fax:
Email Address			
I do not want to receive: E-newsletter Blog Periodic Client Alerts		Term Expires (mo/yr):	



# Successful Enforcement of Covenants, Rules and Architectural Standards/Guidelines



## TABLE OF CONTENTS

I.	INTRODUCTION.....	4
II.	DEFINITIONS .....	4
III.	SCOPE OF COVENANTS, RULES, ARCHITECTURAL STANDARDS.....	4
IV.	TYPICAL AREAS OF USE RESTRICTIONS .....	5
V.	RELATION OF RULES TO HIERARCHY OF AUTHORITY .....	5
VI.	SOURCES OF AUTHORITY TO MAKE AND ENFORCE RULES .....	6
	A. State Statutes and Court Decisions.....	6
	B. Governing Documents.....	6
VII.	CRITERIA FOR A VALID AND ENFORCEABLE RULE.....	6
	A. List of Criteria.....	6
	B. What is an Unreasonable Rule?.....	7
	C. Examples of Unreasonable or Ambiguous Rules.....	8
	D. Required Policies.....	8
	E. Restrictions on Covenants .....	8
VIII.	STEPS IN DEVELOPING RULES .....	11
	A. Determine the need for a rule in the specific area.....	11
	B. Consider both immediate impact and long term implications.....	11
	C. Identify source(s) of association's authority.....	11
	D. Define the scope of the rule.....	11
	E. Apply the "enforceability test".....	12
	F. Use clear, concise and unambiguous language .....	12
	G. Give notice of any proposed rule .....	12
	H. Have the rule reviewed by attorney.....	12
	I. Act promptly on a proposed rule .....	12
	J. Give notice of an adopted rule.....	12
IX.	PROBLEM AREAS.....	13
X.	DEVELOPMENT OF ARCHITECTURAL STANDARDS /GUIDELINES .....	13
	A. Review Process.....	13
	B. The Purpose of Architectural Control .....	13
	C. Checklist of Recommended Provisions .....	14
	D. Checklist of Recommended Documents.....	15
	E. Enhance Enforcement of Architectural Restrictions .....	16
XI.	FACTORS IN SUCCESSFUL ENFORCEMENT.....	17
	A. Voluntary Compliance.....	17
	B. Timely Enforcement.....	17

C. Reasonable Rules and Reasonable Penalties for Violations.....	17
D. Consistency and Uniformity of Enforcement.....	17
XII.    OPTIONS FOR ENFORCING COVENANTS .....	18
A. Six Enforcement Options.....	18
B. Type of Violations .....	18
C. Fines.....	18
D. Internal Resources for Enforcing Covenants.....	20
E. External Resources for Enforcing Covenants .....	21
F. Alternative Dispute Resolution (ADR).....	23
G. No Action .....	23
H. Legal Action .....	24
PROCEDURES AND FORMS .....	29

## Successful Enforcement of Covenants, Rules and Architectural Standards/Guidelines

### I. INTRODUCTION

- A. Community associations use covenants, rules, and architectural standards/guidelines to:
  - Maintain, preserve, enhance, and protect the property values and assets of the community.
  - Promote harmonious community living.
  - Preserve the common scheme and harmonious design of the community.
- B. Covenants and rules and the fair enforcement are essential for community associations for several reasons:
  - There is less sense of community with more contact via social media and less face to face time and the covenants assist in dealing with the relationships between residents (owners and tenants).
  - Local governments are pushing more obligations onto associations.
  - In cases where rules have been poorly developed or enforced, the courts are ruling against community associations.
- C. Authority to make and enforce rules rests with the board of directors of the association. But the association manager is expected to:
  - Give the board practical, technical, and administrative assistance in developing and enforcing covenants and rules.
  - Maintain records which can furnish legal support if board actions in adopting or enforcing rules are challenged.

### II. DEFINITIONS

A covenant affects the use and enjoyment of the property and is said to "run with the land" or "touch and concern" the property. This means the covenant and the property are inseparable once the covenant is recorded, and all owners, present and future, are subject to the covenant.

A rule is a specific statement of required behavior the violation of which carries a penalty (e.g., fine, suspension of voting rights, etc.). It is meant to clarify or fill in the gaps of the covenants not supplant the covenants.

An architectural or design standard/guideline is a specific type of rule that applies to the appearance of an owner's lot or the exterior of his or her unit.

### III. SCOPE OF COVENANTS (DEALING WITH USE RESTRICTIONS), RULES AND ARCHITECTURAL STANDARDS/GUIDELINES

In a community association, covenants, rules and architectural standards/guidelines identify expected behavior, identify limitations and assist in

the governance of the community in three areas. These areas may include the following but some areas may only be possible via covenants and some via rules:

- A. The use of both common property and individual lots or units.  
Rules and architectural standards/guidelines are developed in this area to promote conformity and harmonious living.
- B. Changes in architecture, construction, or appearance of lots or units.  
Rules and architectural standards/guidelines are developed in this area in order to:
  - Establish and preserve a harmonious design for a community
  - Protect the value of the property
- C. The behavior of residents (owners and tenants), guests, and other visitors.  
Rules are developed in this area because of the possible impact one person's behavior may have on other persons.

#### IV. TYPICAL AREAS OF USE RESTRICTIONS IN COVENANTS, RULE-MAKING, AND ARCHITECTURAL STANDARDS/GUIDELINES

- A. Use restrictions found in covenants typically address: signs, noise, trash, vehicles, business activities/residential use, animals, antennas, parking, maintenance, renting and leasing of units.
- B. Typical areas of rulemaking to clarify use restrictions include: pets, parking, solicitation, maintenance of units, use of common areas and facilities, garbage and trash, and noise.
- C. Architectural standards/guidelines frequently address: fencing, decks and patios, exterior lighting, landscaping, doors and windows, building protrusions, such as skylights, water coolers and AC units, outdoor equipment, such as play sets.

#### V. RELATION OF RULES TO HIERARCHY OF AUTHORITY

In a community association, rules are established by means of resolutions or other motions. Here is where rules fit in the general hierarchy of authority for operating community associations:

- Federal constitution and statutes
- State and local statutes
- Map or plat for subdivision or association
- Declaration of Covenants, Conditions and Restrictions (CC&Rs)
- Articles of Incorporation
- Bylaws
- Rules and regulations

This hierarchy of authority means that rules and architectural standards/guidelines may not contradict or be in conflict with the legal sources that take precedence

over them. For example, a covenant may be more restrictive than a city ordinance (i.e., the city ordinance allows fences up to six feet in height, but a covenant may prohibit fences in excess of three feet). Likewise, if a covenant is less restrictive than a county ordinance, the owners must comply with not only the covenant but also the county ordinance. For example, the county may require that all dogs be registered with the county every year, but the covenants may not require any registration or only a one-time registration. However, the association is not responsible for ensuring that the owner complies with the county's requirements.

Although rules and architectural standards/guidelines are lower in the hierarchy of authority for community associations, they may clarify and expand an association's governing documents. However, they cannot conflict with any source that has a higher precedence.

## VI. SOURCES OF AUTHORITY TO MAKE AND ENFORCE RULES

Check all the legal documents in your association's hierarchy to verify its authority to make and enforce rules. The most important sources of an association's authority to make and enforce rules are:

- A. State Statutes and Court Decisions  
The Colorado Common Interest Ownership Act (CCIOA) provides associations with the authority to adopt rules and regulations. In addition, case law supports the right of associations to make and enforce rules.
- B. Governing Documents  
Governing documents provide general powers. General powers consist of the broad authority to adopt and enforce rules in order to carry out the purpose of the community association. That purpose is to preserve, maintain, and enhance the community's property.

Governing documents also provide specific powers—the authority to adopt and enforce rules in specific areas. Final authority to adopt and enforce rules rests with a board of directors, unless the governing documents specify otherwise.

A board may delegate the task of drafting or enforcing rules to standing or ad hoc committees or to other sources when the governing documents allow (e.g., architectural review committee).

## VII. CRITERIA FOR A VALID AND ENFORCEABLE RULE

- A. List of Criteria. In general, the courts recognize the following lists as characteristics of a valid rule. Furthermore, residents are more likely to accept and cooperate with rules with these characteristics. The following criteria should be used when developing or reviewing rules:

1. The rule must reasonably relate to the operation and purpose of the association (i.e., a rule must protect, preserve or enhance the properties within the community).
  2. The rule must be reasonable. A reasonable rule is one that is just, sensible, and not excessive (i.e., a rule should be necessary and not more punitive than necessary).
  3. The rule must be fair. It must not create a separate class or group of people (e.g., certain rules that treat resident owners and nonresident owners differently).
  4. The rule must be clear and unambiguous.
  5. The rule must not violate a fundamental constitutional right (e.g., freedom of speech).
  6. The rule must be consistent with applicable federal, state and local statutes (e.g., FHAA, ADA, Civil Rights Act, CCIOA).
  7. The rule must be consistent with the association's governing documents (i.e., a rule cannot prohibit what the covenants permit and vice versa).
  8. The rule must be uniformly enforced - this means there must be no selective enforcement or exceptions (i.e., a rule must be enforced against all owners not just owners who are delinquent in payment of assessments).
- B. What is an Unreasonable Rule? If reasonable rules promote a legitimate goal, unreasonable rules promote an illegitimate goal. They are illogical or unfair; too broad or too severe. To determine if a rule is unreasonable, take the following test:
1. Is the restriction based on outdated notions? If circumstances change, restrictions should change, too. Associations should constantly review their restrictions to ensure they are current.
  2. Does the restriction create safety hazards? Most courts will choose safety over aesthetics. Reasonable community associations recognize this.
  3. Is the restriction too intrusive? It is unreasonable to restrict activities within a unit that have no external effect on neighbors or property values.
  4. Does it unfairly target a particular group? Restrictions that unfairly benefit a majority of residents at the expense of a minority are typically not reasonable.



C. Examples of Unreasonable or Ambiguous Rules. Examples of unreasonable or ambiguous rules and covenants appear below, with suggestions for improvement in italics below.

1. No worshiping on general common elements.  
*No Rule.*
2. Children may not ride bikes in parking lot or on sidewalks.  
*No person may ride a bike in the parking lot or on the sidewalks.*
3. Owners may have a reasonable number of household pets.  
*Owners may have no more than two (2) dogs and no more than two (2) cats.*
4. Pets shall be on a leash while on common areas and while on city property adjacent to any common areas.  
*Pets shall be leashed whenever outside its unit within the community.*
5. No vehicles are allowed in the community except 2 and 4 door sedans.  
*Abandoned and inoperable vehicles are prohibited. Trucks in excess of 1 ton are prohibited.*
6. First floor owners will be assigned 2 parking spaces. Second floor owners are limited to 1 parking space.  
*All residents will be assigned 2 parking spaces.*
7. Paint colors shall be muted earth tones except for pastels.  
*Paint colors shall be muted earth tones as indicated on approved color chart or other earth tones approved by the ARC.*

D. Required Policies. All associations must adopt written policies, procedures, and rules and regulations regarding:

1. Collection of unpaid assessments;
2. Handling of board member conflicts of interest;
3. Conduct of meetings with reference to applicable provisions in the Nonprofit Act or other recognized rules and principles if desired;
4. Enforcement of covenants and rules – including notice and hearing procedures and the schedule of fines;
5. Inspection and copying of association records by unit owners;
6. Investment of reserve funds;
7. Adoption and amendment of policies, procedures and rules;
8. Handling of disputes between association and homeowners (Alternative Dispute Resolution); and
9. Reserve Study Policy.

E. Restrictions on Covenants by Statutes:

1. Xeriscaping.

- a. The use of xeriscape or drought-tolerant vegetative landscapes to provide ground covering to property for which a unit owner is responsible, including a limited common element or property owned by the unit owner. Associations may adopt and enforce design or aesthetic guidelines or rules that require drought-tolerant vegetative landscapes or regulate the type, number, and placement of drought-tolerant plantings and hardscapes that may be installed on a unit owner's property or on a limited common element or other property for which the unit owner is responsible. [38-33.3-106.5(1)(i)]
  - b. Any section of a restrictive covenant or of the declaration, bylaws, or rules and regulations of a common interest community, all as defined in section 38-33.3-103, and any rule or policy of a special district, as defined in section 32-1-103 (20), that prohibits or limits xeriscape, prohibits or limits the installation or use of drought-tolerant vegetative landscapes, or requires cultivated vegetation to consist wholly or partially of turf grass is hereby declared contrary to public policy and, on that basis, is unenforceable. [37-60-126(11)(a)] This subsection (11)(a) does not prohibit common interest communities or special districts from adopting and enforcing design or aesthetic guidelines or rules that require drought-tolerant vegetative landscapes or regulate the type, number, and placement of drought-tolerant plantings and hardscapes that may be installed on property that is subject to the guidelines or rules.
  - c. Associations may not place any additional burdens (procedural or financial) on owners who submit xeriscape plans for approval. [37-60-126(11)(b)]
  - d. Associations may bring enforcement actions against unit owners who allow their grass to die unless water restrictions are in effect. [37-60-126(11)(c)]
  - e. Associations must give unit owners a reasonable and practical time period to try to revive grass that died during a period of water restrictions before requiring re-sodding. [37-60-126(11)(c)(1)]
  - f. The association may require proof from the unit owner that the unit owner is watering the landscape or vegetation in a manner that is consistent with the maximum watering permitted by the restrictions or guidelines then in effect. [38-33.3-302(1)(k)(II)]
2. Patriotic and Political Expression, Emergency Vehicles, and Fire Mitigation.
    - a. An association may not prohibit the display of American flag by a unit owner or occupant on a unit owner's property, in an owner's window or adjoining balcony if display is consistent with Federal Flag Code. [38-33.3-106.5(1)(a)]
    - b. An association may not prohibit the display of service flag by unit owner or occupant on unit owner's window or door who is or

whose immediate family is a member of the active or reserve military service. [38-33.3-106.5(1)(b)]

- c. An association must at least allow unit owners and occupants to display political signs in the manner no more restrictive than any applicable local ordinances. If no ordinances apply, an association may not prohibit the display of at least one political sign per political office or ballot issue within 45 days before any election and within seven days after any election on a unit owner's property or window. [38-33.3-106.5(1)(c)]
- d. An association may not prohibit the parking on the association's streets, the unit owner's driveway, or the association's guest parking spaces of an emergency vehicle with an official emblem weighing less than 10,000 lbs that is a condition of employment for a unit owner's employment as an emergency firefighting, law enforcement, ambulance, or emergency medical services and does not impede the safe and efficient use of the streets for other unit owners. [38-33.3-106.5(d)]
- e. An association may not prohibit unit owners from removing vegetation surrounding the owner's home for fire mitigation purposes and following a written defensible space plan created for the property and filed with the association. [38-33.3-106.5(e)]
- f. An association shall not require the use of cedar shakes or other flammable roofing materials. [38-33.3-106.5(2)]

### 3. Unreasonable Restrictions on renewable energy prohibited.

- a. An association may not prohibit solar energy devices. [38-30-168]
- b. However aesthetic provisions that impose reasonable restrictions on the dimensions, placement, or external appearance of a renewable energy generation device and that do not: (I) Significantly increase the cost of the device; or (II) Significantly decrease its performance or efficiency are allowed.
- c. An association may prohibit a wind-electric generator if due to sound it is a nuisance.
- d. Energy efficiency measures must be allowed [38-33.3-106.7] including swamp coolers, awning, shutters, trellis, attic fans.
- e. Retractable clotheslines must be allowed. [38-33.3-106.7]

### 4. Over the Air Reception Devices Rule

- a. FCC adopted the OTARD rule in 1996. Pursuant to the rule associations may not prohibit satellite dishes in many situations.
- b. The rule (47 C.F.R. Section 1.4000) has been in effect since October 1996, and it prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. The rule applies to video antennas including direct-to-home satellite dishes that are less than one meter (39.37") in diameter (or of any size in Alaska), TV antennas, and

wireless cable antennas. The rule prohibits most restrictions that: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal.

5. Accommodations/Modifications due to disability

- a. An association must make accommodations to their rules in order to comply with the federal Fair Housing Act. 42 U.S.C. sec. 3604 plus the state fair housing statutes at 24-34-502.2.
- b. An association must make necessary modifications to association property in order to comply with the federal Fair Housing Act and state fair housing act. The modifications are at the expense of the owner and not the association.

## VIII. STEPS IN DEVELOPING RULES

Use the following ten steps to develop rules for your association:

- A. Determine the need for a rule in the specific area.  
Answer the question, "Why?" Also, ask whether the rule is designed to maintain, preserve, enhance and protect the property value of the community, promote harmonious community living and preserve the common scheme and harmonious design of the community. Determine whether the problem identified is of sufficient consequence to justify creating a rule - what are the trade offs? Then check to be sure that your association's existing rules and governing documents are inadequate to address the issue.
- B. Consider both the immediate impact of such a rule and its long term implications.  
How is the rule likely to be received? Will a solution to a current problem create future ones for the community?
- C. Identify the source(s) of your association's authority to make a rule in the specific area involved.  
Review your governing documents and CCIOA. They may also provide who has authority to act and thus allow you to make a determination as to whether the proposed rule must be an amendment to the governing documents or can simply be a new board adopted rule.
- D. Define the scope of the rule.  
Specify "who" and "what" will be covered by the rule. The "what" of a rule includes:
  - Required steps, procedures, acts, or prohibitions a person is expected to follow
  - Enforcement procedures
  - Penalties for violations
  - Due process procedures

- E. Apply the "enforceability test."  
Check to be sure the proposed rule has the eight criteria of a valid and enforceable rule listed earlier. Then make sure it works with your association's procedures. Don't create a rule limiting parking to "no more than two days" if the association doesn't employ someone to monitor parking on a daily basis.
- F. Use clear, concise and unambiguous language.  
The proposed rule should be drafted in such a manner as to be concise and simple, yet clear and understandable. Avoid words or phrases that are vague or ambiguous (e.g., trucks, commercial vehicles, recreational vehicles). Check the rule out with several people who had nothing to do with drafting the rule. Make sure rules do not state that they are suggestions or use suggestive language such as "may". Use mandatory language such as "must" or "shall".
- G. Give notice of any proposed rule.  
Build consensus and support for the rule before it is adopted in order to gain acceptance and compliance. In addition to giving notice of the proposed rule, provide an explanation of the purpose, value and benefit of this rule as well as rules in general. For example, make owners and tenants aware that the board is considering a particular rule. Invite written comments. Schedule a hearing on a proposed rule if it is a major matter. Consensus and hence compliance is possible when rules are seen as fair and reasonable by owners and tenants.
- H. Have the rule reviewed by attorney.  
Have your association's attorney review the wording of rules - as proposed and as adopted - to ensure that they are legally sound.
- I. Act promptly on a proposed rule.  
Once a proposed rule has been published and input received, the board should act on it at its next regularly scheduled meeting. The board's options are to either approve or reject the proposed rule as it is or as amended. Failure to act will cause the board and the rule to lose credibility.
- J. Give notice of an adopted rule.  
Follow the terms and conditions of your policy on adoption of rules. Generally you should consider the following:
  - Actual notice of an adopted rule is necessary if people are to voluntarily obey it, and may be required by the declaration.
  - Send a notice to the owner's last known address in the community's records. Send a notice to the unit or lot address, too, in case the occupant is a non-owner.
  - Use a first-class mailing, either with a billing notice or separately, to maximize the likelihood of people receiving the notice and reading it.

- Publish the rule in the community newsletter.
- Whatever notice you give, use a positive "tone of voice." Avoid sounding demanding or condescending.

#### IX. PROBLEM AREAS

- A. Retroactivity and grandfathering.
- B. Actions of developer/sales people.
- C. Commercial vehicles.
- D. "Concealed from View" provisions.
- E. Parking on public streets.
- F. Children.
- G. Home businesses.
- H. Satellite dishes/antennas.
- I. Leasing/renters.
- J. Signs.
- K. Painting.
- L. Fair Housing.

#### X. DEVELOPMENT OF ARCHITECTURAL STANDARDS /GUIDELINES AND THE REVIEW PROCESS

- A. Usually an association's declarations or CC&R's provide a review process for architectural changes. Work with counsel to make sure you develop and obtain approval for these standards in compliance with the CC&Rs. The approval or denial of unit owners' applications for architectural or landscaping changes must be made in compliance with standards and procedures contained in the declaration or bylaws and may not be made arbitrarily or capriciously.

It is in the community's best interests for a board or the architectural review committee to establish written architectural standards/guidelines for two reasons:

1. Written standards/guidelines indicate to owners what types of changes will be allowed under normal circumstances.
2. Written standards/guidelines are a way to avoid claims of arbitrary or selective treatment of owners.

- B. The Purpose of Architectural Control

The purpose of architectural review (or architectural control) is to keep the community attractive for the enjoyment of residents and for the protection of property values. The single most important step in organizing the process of architectural review is the development of a set of standards/guidelines. The declaration of covenants typically contains architectural authority and broad, general objectives. These need to be supplemented and expanded upon by specific procedures and standards. The standards/guidelines serve two basic purposes: first, they assist the



homeowner, both in designing any proposed improvement and in determining how to apply for approval; and second, they provide criteria for consistent decisions by the architectural committee.

An essential element to successful architectural review is the recognition by all members of the association that it is a benefit and not a burden. Well-drafted "Architectural Standards/Guidelines" will result in substantial benefits to all. Plus if you do end up in court, clear documents demonstrate to the Court the efforts of the association to be clear for all its members.

### C. Checklist of Recommended Provisions

The following is a checklist of recommended provisions for inclusion in Architectural Standards/Guidelines:

- ☐ What must have approval. The scope will vary with the nature of the development (e.g., high rise condos v. single family, detached homes). The architectural review process normally applies to all new construction and exterior changes. Likewise, any exclusions should also be stated. DO NOT REPEAT THE COVENANTS.
- ☐ Design criteria/standards. The guidelines should state in broad, general terms the basic design objectives it is seeking to accomplish. These must be consistent with those stated in the declaration. Example objectives include: improvement in harmony with surrounding structures; improvement will not result in unnecessary destruction or blighting of the natural landscape or of the achieved man-made environment. In addition to these design objectives, members need to know what criteria or standards the association will be using to determine whether a proposed design meets the stated objective. Examples include height, color, setback, materials, etc.
- ☐ Establishment of Architectural Committee. If this is not spelled out in the governing documents of the association, the architectural standards/guidelines should do so. Include such things as number of members, terms, how they are appointed, whether they should be board members also, record keeping procedures, and waiver of liability of members to homeowners.
- ☐ Application procedures. Detailed procedures for making application should be spelled out so that owners know what is expected of them. This should include a standard application form for use by all persons seeking approval.
- ☐ Decision-making process. The process for rendering a decision on any application and communicating that decision should be spelled out. Included should be time frames, voting procedures, criteria for approving or rejecting an application, and the process for notifying the homeowner of the status of his/her application.
- ☐ Variances. Indicate what authority, if any, and under what circumstances, the architectural committee (or board) can grant

variances from the standards/guidelines. Again, check your declaration to see if it provides for a variance process.

- ☐ Appeal process. The procedures for the homeowner to appeal a decision of the architectural committee to the board of directors should be spelled out, if that right exists.
- ☐ Licensed contractors. Consider requiring all construction to be done by licensed contractors with appropriate liability and workers compensation insurance. But remember do not set up requirements that you cannot monitor and enforce. Don't just list it hoping it will be followed with no intention or ability to enforce as that could create liability down the road.
- ☐ Indemnification and responsibility for maintenance and repair. In many instances, it may be appropriate for the association to require the homeowner to indemnify the association for any injuries or damage resulting from the construction or improvement. Likewise, in certain situations, the board may want to require the owner to assume all responsibility for the maintenance and/or repair of the improvement.
- ☐ Enforcement. The various enforcement alternatives available to the association in the event of a violation of the standards/guidelines (e.g., fines, injunctive relief via lawsuit) should be spelled out in detail. Also, include a provision that the failure to enforce the standards/guidelines shall not constitute a waiver of the right to do so in the future and a provision for the award of attorney fees to the prevailing party.

#### D. Checklist of Recommended Documents

The following is a checklist of recommended documents and forms that every association should have for use in connection with the architectural review process:

- ☐ Design guidelines, if any
- ☐ Written architectural application and review procedures
- ☐ Written enforcement procedures including fine schedule
- ☐ Written procedures for conducting violation hearing
- ☐ Warning letter (no fine imposed)
- ☐ Cease and desist letter
- ☐ Notice/letter of alleged violation
- ☐ Notice/letter of violation hearing
- ☐ Notice of violation hearing findings and decision
- ☐ ACC/ARC application for improvement/modification
- ☐ Receipt of application checklist
- ☐ Review of applications/plans checklist
- ☐ Application approval/denial form
- ☐ Request for variance
- ☐ Review of request for variance checklist
- ☐ Approval/Denial of variance form

E. Enhance enforcement of Architectural Restrictions in these ways

By following the Three “Rs” in architectural approval, you can enhance the enforceability and value of your Architectural Standards/Guidelines.

1. Receipt of Application

Purpose - Determine when submission is complete to guard against thirty (or forty-five) day waiver mandate.

The majority of documents state that applications will be deemed approved if written approval or disapproval is not received by the applicant within thirty (30) or forty-five (45) days of submission. As a result, it is imperative that architectural committees understand what is required for a complete submission and that the status of the submission is carefully documented. There are two possible determinations at this stage:

- a. The application is deemed complete and will be ruled upon without the need for any further information within the set time deadline.
- b. The application is deemed incomplete and will not be ruled upon until the missing information is submitted. In this case a written notice should be sent advising the applicant of this. Just giving the application back does not maintain a clear record of why it is not being reviewed.

Recommended Forms:

- a. Application
- b. Application Checklists
- c. Letter to Applicant
- d. Variance Request
- e. Variance Checklist

2. Review of Application

Purpose - it is imperative that the substance of the application be compared to the factors set forth in the governing documents for approval or disapproval.

Case law in Colorado and other jurisdictions has consistently held that associations can enforce their governing documents if, and only if, they base their decisions upon the factors set forth in the governing documents. As a result, applications are reviewed based upon the particular subjective factors and objective use restrictions set forth in the governing documents. A checklist should be created consisting of these specific factors to consider.

Recommended Form:

- a. Application Evaluation Checklist.

### 3. Response to Application

Purpose - to document the decision of the committee and provide a written response to the application as to approval or disapproval prior to expiration of the waiver period.

Once an application is deemed submitted and thereafter reviewed, it is imperative that a written response of approval or disapproval be provided to the applicant prior to the expiration of any time limits imposed by the governing documents. Whether the application is approved or disapproved, the letter should utilize the language set forth on the checklists and in the governing documents.

Recommended Forms:

- a. Decision of Committee
- b. Variance Decision
- c. Letter to Applicant

## XI. FACTORS IN SUCCESSFUL ENFORCEMENT

- A. Voluntary Compliance: Every effort should be made to achieve voluntary compliance with the rule in order to reduce the need for active enforcement and enforcement problems. Give ample notice of the existence of the rule. Build a community consensus in support of the rule. Make timely amendments to the rule when situations and circumstances change.
- B. Timely Enforcement: Failure to act promptly upon notice of a violation results in a loss of confidence and breeds an air of permissiveness. Past board failures to enforce rules do not foreclose the possibility of enforcement of rules by subsequent boards. However, there is a danger that failure to enforce against some violations or permitting a violation to exist for too long a period of time may result in losing the right to enforce in subsequent situations.
- C. Reasonable Rules and Reasonable Penalties for Violations: Community support is necessary for effective enforcement. To achieve this, the need for the rule, the rule itself, and the penalty for violation must all be viewed as reasonable - both within the community and by the courts.
- D. Consistency and Uniformity of Enforcement: Once a rule has been adopted, the board must uniformly and consistently apply the rule and the standards against all situations. Permitting one fence but not another or acting against one owner but not another is inconsistent and destroys the consensus upon which voluntary compliance is based. If the board adopts a rule, it must uniformly and consistently apply it against all violations.

## XII. OPTIONS FOR ENFORCING COVENANTS, RULES AND ARCHITECTURAL STANDARDS/GUIDELINES

### A. Six Enforcement Options

There are generally six (6) enforcement options available to the association:

1. Fines
2. Internal Resources
3. External Resources
4. ADR/ Mediation or Arbitration
5. No Action
6. Legal Action

### B. Type of Violations

Which option(s) to utilize will depend in large part upon the nature of the violation. Violations can be classified into one of the following four categories:

1. Work in process—This may be someone building something that was not approved or they are building it different from what was approved. This is singled out because due to case law it is important to take action quickly and notify the owner of the violation as soon as possible in order for the association to mitigate damages.
2. Completed act
3. Ongoing violation as opposed to the top item this is the owner who repeatedly parks in a place that is not allowed and/or repeatedly has parties. So the same violation occurs again and again with each offense harming the association.
4. Neighbor to neighbor dispute. Many times these disputes do not involve a covenant violation but the neighbors seek to drag the association into the dispute. It is important to notify the parties that the refusal of the association to get involved is due to the fact that there is no covenant violation or the issue is one for the police not the association. When there are feuding neighbors if one does violate the covenants it becomes especially important to have verification of the violation from someone other than the feuding neighbor.

### C. Fines

1. Authority. Be sure your association has the authority to impose fines, as well as to collect them. Fines must bear a reasonable relation to the violation involved. Courts will not allow an association to continue to fine until the amount owed becomes unreasonable. Therefore, daily fines that continue to accrue will typically be found to be unreasonable if the association just lets them run without taking other action to stop the violations.
2. CCIOA Provisions on Fines. The Colorado Common Interest Ownership Act (CCIOA) allows associations to treat and collect fines in the same manner as assessments, provided the violator is first

given notice of the alleged violation and the opportunity to have a hearing to determine whether the violation occurred. Therefore, an association can lien the violator's property and ultimately foreclose its lien if payment is not received, or file suit to obtain a money judgment for the amount owed. In addition, the association can also collect its reasonable attorney fees and costs associated with any of these actions.

3. **Due Process.** However, before a fine can even be imposed for a violation, CCIOA requires certain due process requirements must be complied with. Specifically, the violator must receive notice of the violation and be given an opportunity to have a hearing. Without this notice and opportunity for a hearing, fines are unenforceable.
4. **Basic Due Process Steps.** The basic steps in a due process procedure for handling alleged rule violations are:
  - a. **Issue a warning letter which contains:**
    - Notice of the alleged violation
    - The action required to end the violation. Be specific. If you just tell someone to move something they may move it to another unallowed location.
    - A specific time within which the violation must be corrected
    - The penalty (sanction) which will be imposed after a hearing if the violation does not end within the stated time.
  - b. **Issue notice of right to hearing if violation does not end within the stated time.** This is a written notice to an alleged violator informing him or her of the alleged violation and that a hearing may be requested or has been scheduled to consider his or her alleged violation. A hearing is only required if you are imposing a fine.
  - c. **Hold the scheduled hearing.** This is a fact-finding hearing to determine if a violation has occurred. It is recommended that the hearing procedure be kept informal. The following are suggested procedures to be followed:
    - State the rule allegedly violated
    - State the possible penalty (e.g., fine)
    - Explain the rules to be followed:
      - ✓ All remarks are to be addressed to the chair, all communications civil.
      - ✓ After you have advised the owner of the violation ask the owner to explain to the Board or hearing panel why he/she wanted a hearing.
      - ✓ Allow the owner to present evidence and witnesses if any.



- ✓ Hearing panel may then ask person questions if something is unclear but do not try to cross examine them.
- ✓ Chair asks if anyone else has anything to say.
- ✓ The association will advise everyone that if there is no more information for the board they will conclude the hearing and issue a written ruling by a set date.
- ✓ Written decision will be issued by [date]

It is recommended that the procedures to be followed be in writing and provided to the alleged violator in advance of the hearing.

The hearing may not be in executive session unless the owner accused of the violation requests it to be in executive session.

- d. Issue a decision after the hearing is held.  
The hearing panel determines the facts; whether or not a rule, covenant or architectural standard/guideline has been violated; the penalty (e.g. fine) to be imposed, if any; and the enforcement date of the penalty, if any. The hearing panel then issues this information in the form of a written decision. A hearing panel may find an alleged violator guilty or not, or may decide that not enough evidence was submitted to allow the panel to reach a clear guilty verdict.

Unlike in criminal actions where the standard of proof is "beyond a reasonable doubt", the standard for this type of hearing is a "preponderance of the evidence" which means more evidence than not. Thus, if there is more credible evidence than not that the owner violated a covenant or rule, then the standard has been met. No decision should be given during a hearing. This is to avoid the claim that the hearing panel was predisposed to a particular point of view. The hearing panel should issue its written decision within a reasonable time (in compliance with enforcement policy).

#### D. Internal Resources for Enforcing Covenants, Rules and Architectural Standards/Guidelines

There are a number of internal resources a community can use to encourage a resident to conform to the association's covenants and rules. Before using any of the internal resources for enforcing rules, verify that the association has the legal authority to take such action set forth in a statute or in the CCRs.

1. Suspension of Owner's Voting Rights - While this may be the mildest action possible, an association should still use it as a resource in

encouraging rule violators to conform to common area covenants and rules.

2. **Suspension of the Use of Recreational Facilities and Common Areas** - If your governing documents do not contain broad authority allowing for the suspension of an owner's right to use recreational facilities and common areas, you should only suspend privileges related to the violation. (e.g. suspend pool privileges - not parking privileges - for a pool violation.)
  6. **Utility Shutoff** - Some governing documents allow utilities, particularly water service, to be shut off if an owner violates certain covenants. This resource, even if specifically provided for, should be used cautiously, if at all. Some municipalities prohibit this type of action because of health and safety concerns. Therefore this very aggressive alternative should not be considered without consulting first with your association's attorney.
  7. **Towing** - The authority to tow a vehicle is typically found in either the covenants or rules. It can be an effective means of resolving a violation, although the cautionary comments under Self-Help are also applicable to towing. Reasonable notice prior to towing should be provided unless the violation constitutes an immediate threat to the safety of individuals or the community in general, such as a fire lane violation. In addition, associations should make certain that they are complying with all state and local laws regarding towing.
  8. **Self-Help** - Self-help means the association takes action to correct the violation itself without a court order. Because of the potential for confrontation resulting in breach of the peace or damage to an owner's personal or real property, self-help is generally not recommended. However, if an association decides to utilize self-help, the association must develop careful procedures before using self-help to correct a violation. Self-help should only be used if it is expressly authorized in the declaration and then only after consultation with legal counsel. Although governing documents may specifically provide for self-help, the courts may see it as a breach of the peace or trespass and look unfavorably on the association for utilizing this mechanism rather than the court system. This potentially dangerous alternative should not be considered without consulting first with your association's attorney.
- E. **External Resources for Enforcing Covenants, Rules and Architectural Standards/Guidelines**
- Community associations can also draw on resources within the broader community to help them enforce covenants and rules. Do not overlook local government agencies and municipal services as resources for enforcing your rules. Cities, counties, and municipalities do not enforce covenants,

rules, regulations or architectural standards. However, if your covenants or rules are the same as or less restrictive than a county or city ordinance, you may be able to get the governmental agency or municipal service to enforce its ordinance instead of spending association time and resources on enforcement of its covenants and rules. However, you must ask for help. And you must take the time to build working relationships with all the parties listed below.

1.     **Local Health Department**  
 Your local health department can be asked to enforce the local health code. For example, possible areas of violation include:
  - Number of occupants in a unit
  - Internal use of a unit or storage on a lot
  
2.     **Local Building/Zoning Department**  
 These terms refer to the local government office that issues building permits. In some areas, this office's responsibilities overlap with those of zoning and health. In some areas, this office requires the approval of a community's board of directors before it will issue a permit. This local government office may be able to help you if a unit is in violation of an existing building, plumbing, fire, or electrical code.  
 These local agencies can assist with enforcement of such rules as:
  - Fence or shed regulations
  - Setback restrictions
  - Restrictions on commercial use of dwellings
  - Failure to obtain city or county permit
  - Building is not up to code
  - Other matters involving common areas and lots
  
3.     **Local Law Enforcement**  
 The police or sheriff's department will enforce traffic regulations, issue tickets and/or tow violators of community's parking rules. They should be called for any issue regarding safety or security. They can also assist with disturbing the peace.
  
4.     **Local Fire Department**  
 Your local fire department may help with enforcement of fire lanes and the removal of hazardous materials. They can also assist with hoarding issues in multi-family housing as the condition is a fire hazard.
  
5.     **Code Enforcement Department**  
 This department is often part of the police department but they can assist with many violations that are also a violation of the association's documents. They often have local ordinances which prohibit weeds, abandoned vehicles, etc. Call can result in weeds

mowed and a lien placed on the property or the offending vehicles removed.

6. Animal Control Department

You can request that this agency patrol your community for animals in violation of its pet rules or local ordinances. Direct owners to contact this agency for barking dog violations or vicious animals.

7. Neighborhood Resource Center

A growing number of cities have established neighborhood resource departments to assist in the resolution of neighbor to neighbor disputes. Many have free or low cost mediation services and they also have excellent referral services available.

F. Alternative Dispute Resolution (ADR)/ Mediation or Arbitration

Most courts require mediation before they will set a situation for trial. Mediation involves submitting a dispute to a trained, uninvolved third party who will work with the two parties to try to reach a mutually agreeable solution. Mediation can be very helpful but it takes both parties to agree to sit down and work with the mediator. If an agreement is reached it will be reduced to writing and binding. Arbitration is hiring a third party to act as a paid judge. That person does not have to follow the rules of evidence and you cannot appeal the decision. Once it is submitted to the arbiter to decide, the decision is binding on all parties. Unless your governing documents require arbitration, there are only limited numbers of times that this is a good option. Mediation can be a more efficient and effective way to resolve a dispute than other means. An association might propose mediation when two neighbors are seeking to drag the association into a personal fight which has no covenant violations involved. Mediation may also be useful to enforce the covenants with some individuals.

G. No Action

Board members often mistakenly believe they must enforce all violations either because they have a legal duty to do so or by failing to enforce a violation they will have waived their right to enforce against a future violation. This can lead to unnecessary lawsuits and expenses for the association.

While the association through its board of directors is charged with enforcing its covenants and rules overall, not every single violation must be enforced. The law permits the board to exercise its reasonable business judgment and make a case by case determination of whether (and what type of) enforcement is appropriate.

As long as the board acts reasonably, in good faith and with the best interests of the association, a court will not overrule the board's decision. For example, the board may determine that there is a strong statute of

limitations defense likely to be asserted if the association were to bring suit for a violation. The board is within its rights to make a determination in this instance to not pursue legal action. Such a decision does not breach any duty owed to the association nor does it establish a legal precedence whereby all future violations cannot be enforced or all future requests must be approved.

It is important for the board to consult with legal counsel prior to making any decision, either to take enforcement action or no action. It is also important for the board to document in writing its decision not to take action.

## H. Legal Action

The ultimate recourse of the association is to seek civil legal action against an owner in violation of a covenant or rule. Legal action may entail seeking an injunction order to stop the offending action and to prevent any further violation. The association may also seek to have the court force the owner to restore the property or situation to that which existed prior to the violation and to reimburse the association for any costs incurred in enforcing the restriction including attorney fees. A number of factors go into the decision to pursue legal action. Such a decision should never be made without consulting first with the association's attorney.

### 1. Who May (or Must) Enforce Documents?

The right of enforcement lies with the parties for whom the benefit of the covenant was created. The benefited parties may depend upon whether there is a mandatory association, a voluntary association or only recorded covenants. Many times the governing documents will expressly identify benefited parties. Where the parties are not so identified, they must be ascertained from the language of the restriction, construed in light of the circumstances existing at the time the restriction was implemented. In addition, CCIOA also grants certain rights to associations to bring suit or intervene in suits.

The typical plaintiff is one or more of the following:

- In a mandatory association, the association through its board of directors
  - Power or authority to enforce by CCIOA and the CCRs
  - Duty to enforce
- If a voluntary association, the association, the architectural review committee or a homeowner
  - There may be no specific authority nor duty to enforce to association as CCIOA does not apply but there is implied authority in case law. However this is a case by case analysis based upon the CCRs.
  - Power or authority to enforce may be to architectural review committee

- Power or authority to enforce to homeowner
- Homeowner
  - No duty to enforce
  - But usually right to enforce
  - Architectural or Design Review Committee (ARC/DRC)

2. Which Court Can an Enforcement Action be Filed In?

There are three primary courts in Colorado: small claims court, county court, and district court. Each of these courts can hear enforcement action cases. There are advantages and disadvantages to each court which should be considered in evaluating where to file a case including costs, discovery rights, the judges, trial process and jurisdictional limits. These factors should be discussed with your association's attorney given the specifics of an individual case.

3. Remedies

Generally, the sole remedy for breach of a restrictive covenant or rule lies within the equitable jurisdiction of the courts. In other words, the courts will not grant the prevailing plaintiff monetary relief, but instead require the defendant to strictly comply with the restrictive covenant or rule (injunction).

In the past, the courts have ordered the following remedies: (1) temporary injunctions, (2) permanent injunctions, (3) court orders directing the removal or modification of building and structures to conform with restrictions, and (4) attorney's fees and costs of the prevailing party.

One other remedy is available in unusual circumstances: Monetary damages may be imposed on the defendant when the court can no longer strictly enforce the covenant or rule. However, to receive damages the plaintiff must prove that the violation of the restriction monetarily damaged the plaintiff in some way.

4. Recovery of Attorney Fees

- a. Colorado law (C.R.S. §38-33.3-123(2)) authorizes the association, a unit owner, or class of unit owners affected by another party's failure to comply with CCIOA or the association's governing document to seek reimbursement for costs and attorneys fees without the commencement of legal proceedings.
- b. Also C.R.S. §38-33.3-315(4) provides that misconduct that creates a common expense of the association may be placed on the offending owner's ledger.



- c. In the event that a lawsuit is filed to enforce or defend any provision of CCIOA or an association's governing documents, Colorado law (C.R.S. §38-33.3-123(c)) requires courts to award costs and reasonable attorney fees to the prevailing party. Courts use the word reasonable to reduce the amount of fees awarded to the prevailing party.

Therefore, if a court of law finds in favor of the association, the association is entitled to recover from the losing party the attorney fees it spent. Likewise though, if the owner wins, the association will be required to pay the owner's legal fees.

- c. Most declarations also have a provision that authorizes the association to recover from the owner any legal fees the association incurs in enforcing its covenants.
- d. Even though the association may be entitled to recover its attorney fees, a court must still determine if the amount of attorney fees sought is "reasonable."

- 5. Defenses to Enforcement of Covenants and Rules: Defenses against restrictive covenants fall into two groups. The first group includes:
  - Challenges to the covenant or rule
  - Challenges to the procedures of the association
  - Abandonment

The defenses in this group relate to the actions of the Declarant or association in how the governing documents were created and enacted and applied. If a Declarant failed to properly enact the governing documents or if the association made an error in amending the documents this can be attacked. In addition if the Declarant failed to follow the documents in order to sell the properties a claim of abandonment of a particular rule can be raised. In addition, failure of a board to enforce can create a defense of abandonment of a particular rule or covenant. Typically, three or four prior violations that have gone unenforced are probably insufficient to make any of the defenses valid. Rather, the number of prior violations must be so great that a reasonable person would come to the conclusion that the particular covenant or rule has been abandoned or waived.

The second group of defenses include:

- Estoppel
- Laches
- Waiver
- Statute of limitations

The defenses in this group deal directly with the association's (or plaintiff's) actions or inactions prior to or during the time of the alleged violations which mislead an owner acting in good faith to believe what he or she is doing does not violate a rule or covenant.

- a. Statute of Limitations on Building Restrictions. Colorado law for both CCIOA and non CCIOA association imposes a one year statute of limitations on actions brought to enforce the terms of any building restriction or compel the removal of any building or improvement on land. The complete statute follows:

38-33.3-123. Enforcement - limitation. (2) Notwithstanding any law to the contrary, no action shall be commenced or maintained to enforce the terms of any building restriction contained in the provisions of the declaration, bylaws, articles, or rules and regulations or to compel the removal of any building or improvement because of the violation of the terms of any such building restriction unless the action is commenced within one year from the date from which the person commencing the action knew or in the exercise of reasonable diligence should have known of the violation for which the action is sought to be brought or maintained.

38-41-119. One-year limitation

No action shall be commenced or maintained to enforce the terms of any building restriction concerning real property or to compel the removal of any building or improvement on land because of the violation of any terms of any building restriction unless said action is commenced within one year from the date of the violation for which the action is sought to be brought or maintained.

Thus, if no action (i.e. lawsuit) is brought within one year from the date of the building restriction violation, the right to sue is forever lost. It is not sufficient to send a letter demanding removal or compliance, but rather an actual lawsuit must be filed within the one year window. However, the lawsuit does not necessarily need to be served on the defendant within the one year statute of limitations.

- b. Statute of limitations on use violations: Each day that a use violation occurs is considered a new violation, therefore the statute of limitations begins to run on the last day the use violation occurs. Unlike covenant and rule violations involving buildings or improvements, there is no statute of limitations specific to common interest communities for enforcing a use violation, so we must look to the nature of the

claim for guidance. Covenants and the rules passed through the authority of the covenants, are based on contract theory meaning that, without a statute specific to common interest communities, the courts treat covenants similarly to contracts. Covenant enforcement actions which are analogous to breach of contract actions are to be held to the statute of limitations for contracts which is three years. Covenants and rules may also result in a claim which is more analogous to a negligence action. In this case, the statute of limitations for use violations would be the same for negligence actions which is two years.

- c. Other Defenses: In addition to the above defenses, additional defenses that are often asserted include:
  - Violation of a constitutional right, statute, covenant, or public policy
  - Board exceeded its authority
  - Rule was not properly enacted in accordance with governing documents (declarations require owners to have opportunity to comment on rules)
  - Enforcement procedures were not followed (procedure requires 30 days notice before lawsuit and only 10 days notice was given)
  - Covenant or rule is vague or ambiguous (No recreational vehicles)
  - Covenant or rule is being applied in an arbitrary and capricious manner

## 6. Judicial Perspective

- a. Demands on judicial system; very high, crowded dockets
- b. Perception of HOAs and boards; generally negative, unreasonable, arbitrary, controlling
- c. Court sitting "in equity"; broad discretion to fashion appropriate remedy
- d. Making your case:
  - Reasonable board
  - Procedures documented in writing and followed
  - Documents followed
  - Correspondence and records exist
  - Efforts to resolve prior to filing suit

## Procedures and Forms for Successful Covenant and Rule Enforcement

- A. Covenant and Rule Enforcement Procedures
- B. Fine Schedule
- C. Warning Letter to Owner
- D. Notice of Violation and Hearing Letter to Owner
- E. Violation Hearing Procedures
- F. Findings of Board
- G. Letter Regarding Board's Decision
- H. ARC Guidelines and Procedures
- I. Application Form
- J. Application Submission Checklist
- K. Letter to Applicant Regarding Receipt and Status of Application
- L. Variance Request Form
- M. Variance Checklist
- N. Application Evaluation Checklist
- O. Decision of Committee Form (Application)
- P. Decision of Committee Form (Variance)
- Q. Letter to Applicant Regarding Committee's Decision
- R. Appeal Procedures
- S. Notice of Appeal
- T. Decision of Board
- U. Letter to Applicant Regarding Decision of Board
- V. Letter Regarding Cease and Desist
- W. Letter Regarding Restoration of Property
- X. Letter Regarding Construction Not in Accordance with Application
- Y. Letter Regarding Construction Not Completed in Timely Fashion



# Proposal for Covenant Enforcement Services for

## **CLIENTS OF WHITE BEAR ANKELE TANAKA & WALDRON**

April 22, 2021



1445 Market Street • Suite 350 • Denver, CO 80202  
14 N. Sierra Madre Street • Suite A01 • Colorado Springs, CO 80903  
Denver 720-221-9780 • Colorado Springs 719-457-8420  
toll free 888-841-5149 • [www.ochhoalaw.com](http://www.ochhoalaw.com)

## TABLE OF CONTENTS

<b>PROPOSAL .....</b>	<b>1</b>
<b>COVENANT AND RULE ENFORCEMENT.....</b>	<b>3</b>
<b>TEAM .....</b>	<b>4</b>
<b>ENGAGEMENT AGREEMENT SIGNATURE PAGE .....</b>	<b>7</b>



April 22, 2021

*Via E-mail (hhartung@wbapc.com)*

Heather L. Hartung, Esq.  
White Bear Ankele Tanaka & Waldron  
2154 East Commons Avenue, Suite 2000  
Centennial, CO 80122

***Re: Covenant Enforcement Legal Services Proposal of Orten Cavanagh Holmes & Hunt, LLC***

Dear Ms. Hartung:

Thank you for your interest in the legal services of Orten Cavanagh Holmes & Hunt, LLC. We understand that White Bear Ankele Tanaka & Waldron is seeking special counsel to prosecute covenant enforcement matters for its special district clientele ("Clients"). Based on this request, as well as our recent discussion, we are providing our proposal to share with your Clients.

**Legal Services**

Our firm's partners have over 100 years combined experience providing legal services to Colorado communities at competitive rates. Our firm has extensive experience in covenant and rule enforcement matters, from the demand letter stage through trial and appeal.

We have a dedicated covenant enforcement department including a team of two attorneys and two paralegals. The department is headed by co-managing partner Jonah Hunt.

Our covenant enforcement team as well as our transactional attorneys regularly counsel clients on covenant matters even before the manager sends initial contact to the potential violator. We have found that these initial discussions help our clients identify potential roadblocks to enforcement so that they may be addressed proactively rather than as a defense in a litigation matter.

We understand that your Clients enforce covenants through their own district declarations or through an assignment from a common interest community. As a result, different statutory frameworks apply to districts in how they pursue their enforcement obligations. While there are differences with respect to districts and common interest communities and the laws that may apply in covenant enforcement, the objective of obtaining compliance is the same.

Regardless of which statutes apply in a given circumstance, our operating philosophy in these matters is to seek or induce voluntary compliance from the owner if at all possible. When voluntary compliance is not obtainable, we prosecute each case diligently to trial in order to obtain compliance.

**Engagement of our Law Firm**

Our hourly rates for 2021 for our principal attorneys range from \$315 - \$355 per hour. The rates for associate attorneys range from \$225 - \$295, and the hourly paralegal rates are \$100 - \$120.

We have included a generic engagement agreement with the description of legal services, but we are happy to provide tailored proposals and engagement agreements specifically for any of your Clients requesting covenant enforcement services. We welcome any questions regarding our services or our proposed engagement agreement, and are available to meet or interview with your firm's Clients to discuss the same. We look forward to the opportunity to assist any of White Bear Ankele Tanaka & Waldron's Clients for their covenant enforcement needs.

Sincerely,

ORTEN CAVANAGH HOLMES & HUNT, LLC



Jonah G. Hunt  
Co-Managing Partner



Lauren C. Holmes  
Co-Managing Partner

## COVENANT AND RULE ENFORCEMENT

Orten Cavanagh Holmes & Hunt recognizes that districts and their managers desire effective and expeditious resolution of covenant and rule violations.

Attorneys at our office have extensive experience in the covenant enforcement process. At every stage, our firm seeks compliance from the owner when possible. Sometimes, it only takes the act of handing the matter over to our attorneys to let the owner know that a district is taking the violation very seriously. A demand letter from our attorneys, which puts the owner on notice, frequently brings the matter to an early conclusion. Effective enforcement starts with communicating with the violator to try to get the violation corrected voluntarily.

Yet, a demand letter and/or notice of covenant violation is not always enough to accomplish compliance. At this stage we consult with the board and management on additional enforcement steps, including filing suit in either county or district court.

Our firm has an established track record of success in covenant enforcement lawsuits, including cases involving unusual or complex nuances, as well as those involving acrimonious owners.

We charge reasonable fees for preparation of demand letters, and when desired, to prepare and record notices of violation or to take the owner to court. We seek to collect attorney fees from the owner whenever possible, if appropriate given the context of the violation. However, compliance is first and foremost our main objective.

### **Covenant and Rule Enforcement Services**

- Consultation with the board and/or management
- Document review and interpretation
- Covenant enforcement policy preparation or revisions
- Demand letters
- Notice of covenant violation – recorded against the owner’s real property
- Settlement stipulation - after demand letter
- County or District court lawsuits (typically injunctive in nature)
- Collection of monetary awards obtained in covenant enforcement litigation
- Credit reports or skip traces by the law firm
- Monthly Status Reports – No Charge
- Other miscellaneous covenant enforcement services

## TEAM



**JERRY ORTEN**  
Special Counsel



**CANDYCE D. CAVANAGH**  
Partner



**LAUREN C. HOLMES**  
Co-Managing Partner



**JONAH G. HUNT**  
Co-Managing Partner



**HAL KYLES**  
Partner



**AARON J. GOODLOCK**



**KELLY G. MORROW**

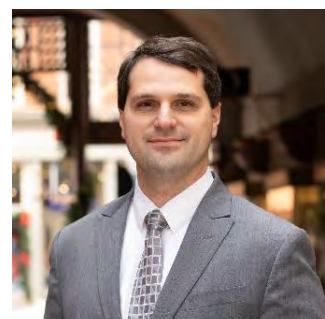


**ERIC R. McLENNAN**

\*Attorney biographies can be accessed by hovering over and selecting attorney's name or can be provided upon request.



**CONNOR B. WILDEN**



**JOSEPH A. BUCCERI**

Thank you for selecting Orten Cavanagh Holmes & Hunt, LLC (the “Law Firm”) to provide legal services as requested by the District. Requests for services may be made by the District’s manager or staff, or a designated board member liaison. The following includes the District’s terms of engagement of the Law Firm. Please note that this agreement becomes effective when the Law Firm receives a duly signed copy of the agreement and the Law Firm is not required to provide professional until such receipt.

**Representation of the District** - The Law Firm represents the District. The Law Firm’s professional responsibilities, and those of its attorneys and paralegals, run to the District. The Law Firm does not represent the board of directors, any individual board members or officers, the manager, the management company, or owners within the District, unless expressly authorized by the District and agreed to by the Law Firm. It is agreed to that the Law Firm will also communicate with and liaise with the District’s general counsel law firm, White Bear Ankele Tanaka & Waldron, as needed or requested.

**Law Firm Responsibilities** - The Law Firm will provide legal counsel and assistance on matters referred to us. We will rely upon information and guidance the District provides. We will keep the District reasonably informed of progress and developments and respond to its inquiries.

**District Responsibilities** - In order to enable the Law Firm to provide legal services, the District agrees to disclose fully and accurately all facts and keep our Law Firm apprised of all developments relating to matters referred. The parties agree that the Law Firm has the right to rely on information and documents provided by the District or its agents.

The District agrees to cooperate fully as needed and to be available to attend meetings, conferences, hearings, and other proceedings on reasonable notice, and stay reasonably informed on all developments relating to matters referred.

#### **Fees of the Law Firm**

**Hourly Rates** - For services not covered by a specific flat fee, hourly rates apply. The hourly rates for the Law Firm’s professionals range from \$315 - \$355 for principals, \$225 - \$295 for associates, and \$100 - \$120 for paralegals.

**Covenant and Rule Enforcement** - Legal services to assist the District in enforcing the covenants and rules are performed on an hourly basis. Typical services involve reviewing existing correspondence between the District and the owner, sending a demand letter, discussing the matter with the owner, and pursuing legal action through the courts, if necessary.

**Collections** - To the extent that collection services may be needed in connection with a covenant enforcement matter, we will coordinate with the District’s general counsel to determine the most efficient method of collection.

**Litigation** - We are available to represent the District in other litigation when necessary to protect its rights, if such assistance is requested by the District’s general counsel and/or the District. Fees are billed on an hourly basis.

**Costs** - The District authorizes the Law Firm to advance costs and expenses on its behalf as the Law Firm deems advisable. These advanced costs will be billed to the District monthly for reimbursement. These expenses may include court costs, fees, service of process costs, title company costs, recording fees, or other expenses. Photocopy costs for litigation services or extraordinary projects will be billed at \$.15 per copy. Mailing costs for extraordinary projects will be billed per item or as an administrative fee of 1% applied to our statements, as determined by the Law Firm.

**Travel** - Travel time is billed at ½ the hourly rate from the Law Firm’s Denver or Colorado Springs office. In the event travel extends beyond Denver and Colorado Springs, mileage is charged at IRS rates.

**Billing and Payment** - Our fees are not contingent unless the Law Firm is engaged under an agreement providing for contingent payment. If the Law Firm has not received any comment about a statement within 30 days of its receipt, it assumes the District found it acceptable.



Payment is due 30 days from the date of the statement. Services are billed based on hourly rates or specific fee agreements. Invoices for hourly services will show the time spent performing services billed in tenth-of-an-hour increments, with a minimum charge of one-tenth.

Interest, at the rate of 18% per annum, is payable after 60 days. In the event the Law Firm files suit to recover unpaid legal fees, the prevailing party is entitled to its attorney fees.

**Attorney-Client Communication** - Our communications and statements generally contain information protected by the attorney-client privilege. As the privilege could be deemed to have been waived if someone other than the District, board members, officers and any manager or management company sees the privileged material, we recommend that you keep all such communications and statements in a separate file marked "Attorney-Client Privileged Materials" and keep the file in a secure place.

**Estimates of Fees for Services** - From time to time, the District may ask the Law Firm to make an estimate of the fees for completing all or part of a matter. Because it is often difficult to estimate how much time it will take to complete it, the Law Firm treats any estimate as an "educated guess" and not as an assurance that we will be able to do the work for the estimated price. When an estimate is given, we will advise the District when nearing the estimated price, and will also advise if we become aware that the estimate may be exceeded. At that time, the District may decide whether to terminate work on the matter, modify the referral, or proceed to completion with a different cost estimate.

**Files at the Law Firm** - The Law Firm maintains the District's files in electronic format. The District authorizes the Law Firm to digitize documentation received and destroy paper versions of any document if, at the discretion of the firm, they are no longer necessary to retain.

**No Guarantee** - The Law Firm will perform professional services on the District's behalf to the best of its ability, but cannot make and have not made any guarantees regarding the outcome of the work. Any expressions by the Law Firm or its employees about the outcome are our best professional views only and are limited by our factual knowledge at the time they are expressed.

**Completion of Matter** - After a particular matter is completed, the Law Firm does not (unless the District specifically requests in writing that we do so) undertake to continue to review that matter and update the District concerning legal developments, such as changes in applicable laws or regulations. If the District does ask us to review a specific matter on which we have previously worked, we consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant, we are not undertaking to do so as a part of our representation.

**Termination of the Law Firm** - The District's engagement of the Law Firm may be terminated at any time, by either party. Upon termination, all amounts due and owing and incurred in withdrawing from representation of the District are to be paid upon receipt.



**ENGAGEMENT AGREEMENT  
SIGNATURE PAGE**

The Law Firm's engagement is based on the above Terms of Engagement. Terms and fees may be updated upon written notice from Orten Cavanagh Holmes & Hunt.

**Electronic Delivery of Statements:** Monthly billing statements are delivered to the District electronically.

Billing email address: \_\_\_\_\_

☐ Check here to opt out of electronic delivery. If opted out, statements will be mailed to the billing address.

Billing Address	Mailing Address (if different)
Address, City, State and Zip Code _____ _____	Address, City, State and Zip Code _____ _____

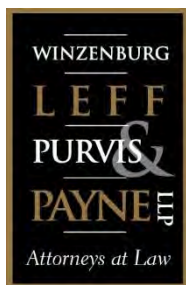
This Agreement is effective upon receipt by Orten Cavanagh Holmes & Hunt.

Agreed to and accepted on: \_\_\_\_\_, 2021.

\_\_\_\_\_  
**DISTRICT (PLEASE PRINT NAME)**

By: \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Title



LINDSAY S. SMITH  
 lsmith@wlpplaw.com  
 www.cohoalaw.com

April 16, 2021

*Via e-mail to:*

Board of Directors  
**“your metropolitan district”**  
 c/o

*Re: Proposal for Legal Services for “your metropolitan district”*

Dear Members of the Board of Directors:

We are writing at Mrs. Hartung’s request to provide information about the legal services that our firm can provide **“your metropolitan district”** (the “District”). For 40 years Winzenburg, Leff, Purvis & Payne, LLP has specialized in representing community associations and metropolitan and special districts throughout the Denver metropolitan, and Colorado Front Range and mountain areas. We offer our proposal to undertake covenant enforcement and fee collection matters as special legal counsel to the District.

## Why Choose Us?

We know that you have several options of law firms that provide legal services to your community. We believe the provision of legal services still requires, and best serves the client, when there is a professional relationship between the client and the lawyer and the lawyer is responsive to the needs of the client. That professional relationship develops over time, but is furthered when certain characteristics exist. Those characteristics include the following:

### CLIENT SATISFACTION IS OUR TOP PRIORITY

At Winzenburg, Leff, Purvis & Payne, client satisfaction is our top priority. We promptly return all phone calls, work with you to determine deadlines and meet those deadlines, and provide timely status reports for collection accounts and covenant violation matters. Our attorneys are always available to speak to you concerning legal issues that matter to you.



*Focused on Communities*

8020 Shaffer Parkway, Suite 300  
 Littleton, Colorado 80127  
 303.863.1870  
 Fax 303.863.1872



Winzenburg Leff Purvis & Payne, LLP

April 16, 2021

Page 2 of 2

## TRUST

We strive to create a relationship with our clients based on trust. You can trust us to:

- know the law relating to communities, covenant enforcement, and collections, without having to learn at your expense
- represent the District's best interests
- provide timely and effective representation
- provide sound, practical advice along with our legal advice
- not sell you unnecessary services

## SUPERIOR EXPERIENCE

We have substantial experience in representing common interest communities throughout Colorado in collecting delinquent assessments, dues, fees and other charges, as well as enforcing their restrictive covenants and rules and regulations. Because you already have general counsel for matters such as budgeting, meetings, and governance, our proposed services are limited to covenant enforcement and fee collection matters working in concert with your general counsel.

## AFFORDABLE COST

We are committed to providing the highest level of personal attention to our clients in the most economically efficient manner. We will work with you to determine your specific needs and devise a plan to meet these needs within your budget. Our general fee collection schedule includes numerous fixed fees, as you can see in the attachment. Covenant and rule enforcement matters require a more variable time commitment, and our fees for such matters are billed hourly at the following rates: from \$160 to \$350 per hour for our attorneys, \$140 per hour for law clerks (when available), and \$110 per hour for our paralegals.

Please do not hesitate to call if you have any questions regarding our fees, services, or any other specific issues. We welcome the opportunity to serve the District.

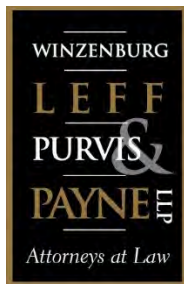
Very truly yours,

WINZENBURG, LEFF, PURVIS & PAYNE, LLP

LSS/ag

Encl.

P.S. This proposal and the enclosures, including our fee schedules, contain proprietary and confidential information to be shared only with the Board of Directors and manager.



## 2021 TRADITIONAL FEE SCHEDULE DISTRICT CLIENTS

COUNTY COURT COLLECTION FEE SCHEDULE	
County court services will be billed on a monthly basis at fixed fees or hourly rates as they are incurred as follows:	
FEE	SERVICE
No charge	Open and prepare collection file.
No charge	Prepare, update and send monthly status reports to the District.
\$150.00	Fixed fee to review owner account documents, calculate balance due, and prepare and send a demand letter to owner. A \$50.00 additional fee if owner is foreclosing lender.
\$100.00	Fixed Fee to prepare and send debt verification letter to owner after the demand letter expiration date.
\$60.00	Fixed Fee to prepare and send payment reminder letter to owner.
\$125.00	Fixed Fee to prepare and send payment plan agreement to owner prior to initiation of a lawsuit. A monitoring fee of \$15.00 per month will be charged to monitor payments due under the payment plan.
\$75.00	Fixed Fee to prepare and send notice of default letter to owner in the event owner does not comply with the provisions of pre-lawsuit payment plan agreement.
\$375.00	Fixed Fee to: <ul style="list-style-type: none"> <li>• Review file upon expiration of demand letter;</li> <li>• Communicate with District in obtaining ledger;</li> <li>• Reconcile account balance;</li> <li>• Prepare initial County Court Summons and Complaint and Exhibits (“lawsuit”);</li> <li>• Send lawsuit to process server and follow up communications with process server;</li> <li>• E-file lawsuit with Court;</li> <li>• Review file and reconcile account in preparation for Court return date;</li> <li>• Appear and travel to/from Court on Court return date;</li> <li>• Review Colorado Courts E-Docket to ascertain if Answer filed by owner;</li> </ul> Review Colorado Courts E-Docket to confirm accuracy of judgment entered.
\$75.00	Fixed fee to prepare and file Affidavit of Attorneys’ Fees and Costs with Court for Court return date.
\$125.00	Fixed Fee to prepare and e-file Motion for Default Judgment against owner and to prepare and e-file Affidavit of Attorneys’ Fees and Costs and other supporting documents in support of Motion.
\$150.00	Fixed Fee to negotiate and prepare Settlement Stipulation after the initiation of the lawsuit and prior to an Answer being filed. Fixed Fee includes preparation and filing of Motion to Dismiss upon compliance with Settlement Stipulation. A monitoring fee of





	\$15.00 per month will be charged to monitor the payments due under the Settlement Stipulation.
\$100.00	Fixed Fee to prepare and send owner Notice of Default in Settlement Stipulation.
\$125.00	Fixed Fee to reconcile the account balance and to prepare and file Motion for Entry of Judgment upon default under the Settlement Stipulation, Affidavit of Fees and Costs and Proposed Order.
\$75.00	Fixed Fee to prepare and send notice of judgment letter to owner.
\$125.00	Fixed Fee to prepare and file post-judgment interrogatories. Fixed fee includes arranging service on owner and monitoring for an Answer within the deadline provided.
\$125.00	Fixed Fee to prepare and file Motion for Contempt Citation, Proposed Citation and Proposed Order.
\$150.00	Fixed Fee to prepare and file Writ of Garnishment. Fixed fee includes arranging service on the Garnishee, monitoring for an Answer within the deadline provided, monitoring for payments due under the Garnishment, forwarding payments to the District and preparing Notice of Release of Garnishment.
\$150.00	Fixed Fee to prepare post-judgment payment plan agreement. A monitoring fee of \$15.00 per month will be charged to monitor payments due under the agreement.
\$195.00	Fixed fee to prepare letter to court requesting transcript of judgment, e-record transcript of judgment in county records, to prepare letter to court requesting certificate of satisfaction of judgment, prepare and e-file satisfaction of judgment with court, prepare and e-record certificate of satisfaction of judgment in county records.
\$100.00	Fixed Fee to reconcile account ledger, calculate balance owed after judgment has been satisfied and to prepare and send letter to owner regarding account balance following Satisfaction of Judgment.
\$50.00 each	Fixed Fee for computerized skip tracing and investigation, credit report and analysis or box breaker.
\$150.00	Fixed Fee to prepare payoff calculation letter (a rush fee of \$75.00 is added if the payoff is required within 48 hours of request).
\$30.00	Fixed Fee to review ownership and encumbrance report.
\$50.00	Fixed Fee to review the accuracy of assessment lien not prepared by our office.
\$30.00 each	Fixed Fee to conduct foreclosure, military or bankruptcy search in preparation for lawsuit.
\$195.00	Fixed Fee to review ledger and calculate super lien, and to prepare and send super lien demand letter to first deed of trust holder. Fixed fee includes monitoring of public trustee foreclosures up to nine months. Monitoring of public trustee foreclosures over nine months will be charged at our hourly rates.
\$300.00	Fixed Fee to obtain and review ledger, calculate balance and prepare and file Notice of Intent to Redeem with supporting documents.
Hourly rates apply	For additional services that are not provided for in the Fixed Fee rates set forth above.

## BANKRUPTCY FEE SCHEDULE

All fees for bankruptcy services will be billed on a monthly basis at fixed fees or hourly rates as follows:

FEE	SERVICE
-----	---------



\$175.00	Fixed Fee to prepare Entry of Appearance in a Chapter 7 bankruptcy case.
\$250.00	Fixed fee to prepare and file Entry of Appearance and a Proof of Claim in a Chapter 13 bankruptcy case.
\$350.00	Fixed Fee to prepare and file Motion to Dismiss a Chapter 13 bankruptcy case with supporting documents for owner's failure to make plan payments.
\$375.00	Fixed Fee to prepare and file Motion for Relief from Bankruptcy Stay with supporting documents.
Hourly rates apply	For additional services that are not provided for in the Fixed Fee rates set forth above.

Costs (e.g. ownership and encumbrance reports, service of process charges, court filings, document recording fees, etc.) are billed on a monthly basis and due and payable upon receipt of the invoice. There is no charge on general collection matters for photocopies, postage, long distance phone calls, incoming or outgoing faxes, and preparation of monthly status reports.

The following are our **2021 hourly rates**:

Mark K. Payne	\$350.00 per hour
Suzanne M. Leff	\$325.00 per hour
Molly Foley-Healy	\$350.00 per hour
Kimberly A. Porter	\$325.00 per hour
Wendy E. Weigler	\$325.00 per hour
Brianna L. Schaefer	\$300.00 per hour
Lindsay S. Smith	\$300.00 per hour
Travis B. Keenan	\$320.00 per hour
Marci M. Achenbach	\$225.00 per hour
Amanda M. Doherty	\$225.00 per hour
Jimoh A. Yussuf	\$180.00 per hour
Law Clerk (if available)	\$140.00 per hour
Paralegals	\$110.00 per hour





# Procurement and Contract Cover Sheet

For Goods and Services

255

## PROJECT INFORMATION

Description: Amendment to Cost Share Agreement – Reunion MD (112th/Chambers improvements) Phase I

Department: Finance Division: Type Division Name

Contract/Project Manager: Type Name Phone: Type Phone Number

## SOLICITATION INFORMATION

Solicitation type:	Select Type of Solicitation	Date Submitted for Approval:	Select Date
Must have City Attorney approval prior to formal solicitation.		Council Approval (+\$250k):	Select Date
		Resolution No.:	Type Number
Attach applicable selection form: Procurement Justification; Collaborative Purchasing Documentation; Quotes Documentation.			
Comments: Type additional information including description of goods/services to be procured.			

## CONTRACT/PROCUREMENT APPROVAL (Obtain after selection of vendor using required solicitation method.)

Contractor Name:	Reunion Metropolitan District		Contract Term	Select Length
Type of contract:	Other		Renewals:	Select Renewal
Selected by 5% local preference:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		Termination Date:	Select Date or Type None or Single Use
Dollar Amount (All Years):	\$ Type Dollar Amount or Rate		Renewal Increase:	Enter, if any.
Vendor verified with State (SOS)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Date:	Select date	Federal funding? If yes, attach EPLS <input type="checkbox"/> Yes <input type="checkbox"/> No
Verify funding available:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Date:	Select date	Grant Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
Funding Source: (include account number, if available)				
Procurement Approval Required: Select Approval Level (Signature required prior to contract routing.)			Signature: _____	
Contract Signature Required: Select Signature Required (If contract required.)			Name: Type Name of Procurement Approver	

## Reviewers:

Vendor/Contractor: \_\_\_\_\_ Risk Manager: \_\_\_\_\_ City Attorney: <sup>DS</sup>  3/25/2021 | 5:03 PM M  
(By Contract Admin) Initials/Date ☐ N/A Initials/Date Initials/Date

## Route contract in the following order for signature (as required):

- ☒ 1. Vendor / Contractor ☒ 3. City Attorney ☒ 5. City Clerk
- ☐ 2. Department ☐ 4. City Manager/City Council ☐ 6. Return to: Type Name

## Additional Notes:

**AMENDMENT TO COST SHARE AGREEMENT  
PHASE I – 112<sup>TH</sup> AVENUE IMPROVEMENTS  
CHAMBERS ROAD TO PARKSIDE DRIVE NORTH**

This **AMENDMENT TO COST SHARE AGREEMENT** (“**Amendment**”) is made and entered into this February 2, 2021 (“**Effective Date**”), by and between REUNION METROPOLITAN DISTRICT (“**Reunion**”), a Colorado special district and the CITY OF COMMERCE CITY, a Colorado home rule municipality (“**City**”) (collectively, “**Parties**”).

A. WHEREAS, the City and Reunion entered into that Cost Share Agreement dated November 4, 2019, regarding the construction of the 112th Avenue Improvements, including expansion of the existing Buffalo Run Golf Course parking lot; and

B. WHEREAS, the City and Reunion desire to amend the Cost Share Agreement to provide for the payment by the City for the costs of acquisition of the property rights for the parking lot expansion;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the sufficiency of which is expressly acknowledged, the Parties agree that the Cost Share Agreement is amended as follows:

1. Section 1(d) of the Cost Share Agreement is amended to conclude with the following sentence:

Notwithstanding the foregoing, the City shall reimburse Reunion, or such third party as designated by Reunion, in the amount of \$143,800.00 for the acquisition and transfer to the City of Parcel E-P2, as shown in Exhibit D, at the time of transfer of that property to the City. In furtherance of the foregoing, Reunion hereby designates Clayton Properties Group II, Inc. (“**Clayton**”) as the party to whom the City shall remit the amount set forth above, and authorizes the City to remit the amount set forth above directly to Clayton,

2. Section 5(b) of the Cost Share Agreement is amended to conclude with the following sentence:

Reunion shall cause Clayton to transfer, Parcel E-P2, as shown in Exhibit D, to the City in fee simple by special warranty deed in a form acceptable to the City, provided that:

- i. Pending such transfer, the City shall be entitled to possession of Parcel E-P2;
- ii. The transferor will file all proper returns and pay to the appropriate governmental authorities all sales, use, transfer, or other similar taxes, if any due on or as a result of the transfer of the parcel;
- iii. Real estate property taxes and assessments on Parcel E-P2 for the year of transfer, if any, shall be apportioned between the transferor and the City as of the date of transfer;

iv. The transferor and the City shall pay their own legal, consulting, accounting, and other fees relating to the transfer.

3. Counterparts. This Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto.

4. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Amendment on behalf of the parties and to bind the parties to its terms.

5. Effect of Agreement. All terms are of the Cost Share Agreement remain in full force and effect, except as modified by this Agreement.

IN WITNESS WHEREOF, the City and Reunion execute this Amendment as of the Effective Date.

#### CITY OF COMMERCE CITY

DocuSigned by:

*Roger Tinklenberg*

021CF2173E464F6...

Roger Tinklenberg, Interim City Manager

ATTEST:

DocuSigned by:

*Dylan Gibson*

798CD14FB5714B1...

Dylan A. Gibson, City Clerk



APPROVED AS TO FORM:

DocuSigned by:

*Robert D. Sheesley*

70E9836567F7497...

Robert D. Sheesley, City Attorney

#### REUNION METROPOLITAN DISTRICT

DocuSigned by:

*Kelly R. Leid*

639A8BA27EBE4FB...

Kelly R. Leid, Board President

ATTEST:

DocuSigned by:

*Teresa Kershisnik*

1E26899D1599464...

Secretary

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
NORTH RANGE METROPOLITAN DISTRICT NO. 3 AREA WITHIN REUNION**

DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
NORTH RANGE METROPOLITAN DISTRICT NO. 3 AREA WITHIN REUNION

This Declaration (this ***Declaration***) is made as of the 10<sup>th</sup> day of December, 2020, by CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation (***Declarant***).

**ARTICLE I**  
**GENERAL**

1.1 Reunion. Declarant is the owner, has an option to purchase from the current owners thereof, or has written consents below to include all of the real described on Exhibit C attached hereto and incorporated by reference herein from the current owners thereof, certain parcels of land in the City of Commerce City, Adams County, Colorado, which comprise a portion of the real property defined in this Declaration as Reunion. The City heretofore approved a PUD Zone Document for Reunion. Declarant intends to develop those portions of Reunion which hereafter become a part of the Annexed Area as a mixed-use community within Reunion containing a mix of single family, both attached and detached, and multiple family dwelling units, and commercial and other land uses, in accordance with the PUD Zone Document.

1.2 Authorization of Enforcing District. Pursuant to C.R.S. § 32-1-1004(8)(a)(II), Declarant, in executing this Declaration and imposing this Declaration upon the Annexed Area, desires and intends to designate and empower the Enforcing District with the authority to provide governmental services, including, without limitation, the provision of covenant enforcement and design review services, to the Annexed Area, and to use therefor revenues that are derived from the Annexed Area.

1.3 Designation of Enforcing District. Declarant intends initially to designate the North Range District as the Enforcing District under this Declaration. As is more particularly hereinafter provided, however, certain other metropolitan districts and certain other qualified Persons may succeed to the interests of the North Range District as the Enforcing District hereunder.

1.4 Relationship to Declarations Affecting Other Portions of Reunion. Declarant intends to develop other portions of Reunion which are not made a part of the Annexed Area hereunder for residential, retail, office, commercial and other non-residential purposes in accordance with the PUD Zone Document. Certain of such other portions of Reunion not a part of the Annexed Area hereunder theretofore have been, and hereafter may be, at Declarant's option in its sole discretion, made subject to the Homeowners Declaration or the Reunion South Declaration, or other declarations of covenants, conditions and restrictions that Declarant may cause to be executed and recorded, but only such portions of Reunion that are made a part of the Annexed Area hereunder from time to time in accordance with the provisions hereof shall be subject to this Declaration. Notwithstanding the foregoing, however, portions of the Annexed Area may, at Declarant's option in its sole discretion, also be made subject to a Neighborhood

Declaration and any such portions of the Annexed Area shall in such case be subject to both this Declaration and the applicable Neighborhood Declaration.

1.5 Purposes of Declaration. This Declaration is executed (a) in furtherance of a common and general plan for those portions of Reunion which may become part of the Annexed Area; (b) to protect and enhance the quality, value, desirability and attractiveness of all property which becomes part of the Annexed Area; (c) to provide for an Enforcing District as a vehicle to perform certain design review services, covenant enforcement and other functions for the benefit of Owners of Privately Owned Sites within the Annexed Area; (d) to define the duties, powers and rights of the Enforcing District; and (e) to define certain duties, powers and rights of Owners and of Declarant.

1.6 Declaration. Declarant, for itself, its successors and assigns, hereby declares that all property which hereafter may be made subject to this Declaration in the manner hereinafter provided, and each part thereof, shall, from and after the date the same becomes subject to this Declaration, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, easements, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration, for the duration thereof, all of which are declared to be a part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement and protection of the Annexed Area. The provisions of this Declaration are intended to and shall run with the land and, until their expiration or termination in accordance with Section 10.1 hereof, shall bind, be a charge upon and inure to the benefit of (a) all of the property which becomes part of the Annexed Area and each part or parcel thereof, (b) Declarant and its successors and assigns, (c) the Enforcing District and its successors and assigns, and (d) all Persons having or acquiring any right, title or interest in any property which becomes part of the Annexed Area or any part or parcel thereof or any Improvement thereon, and their heirs, personal representatives, successors and assigns.

1.7 Non-Applicability of CCIOA. The Annexed Area does not constitute a common interest community, as defined in C.R.S. § 38-33.3-103(8), a provision of the Colorado Common Interest Ownership Act found in C.R.S. § 38-33.3-101, *et seq.* (**CCIOA**) because, among other things, the Owners of Privately Owned Sites within the Annexed Area are not obligated by this Declaration to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate within the Annexed Area. Consequently, this Declaration and the Annexed Area shall not be governed by or subject to CCIOA or any of the provisions thereof. Notwithstanding the foregoing, Declarant expressly reserves the right to make portions of the Annexed Area subject to one or more Neighborhood Declarations that may be subject to and governed by CCIOA, but the fact that any such Neighborhood Declaration may be subject to and governed by CCIOA shall not render CCIOA applicable to this Declaration and the Annexed Area generally.

## ARTICLE II DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.



2.1 ***Annexable Area*** shall mean all of the real property described on Exhibit A attached hereto and incorporated by reference herein, all or any portion of which may from time to time be made a part of the Annexed Area and subject to this Declaration pursuant to the provisions of Section 3.2 hereof. The Annexable Area includes all rights and easements, if any, appurtenant to the real property described in Exhibit A attached hereto. The use and enjoyment of any of such rights and easements by any person shall, from and after the date upon which the portion of the Annexable Area to which such rights and easements are appurtenant has been annexed to this Declaration as hereinafter provided, be subject to the terms and provisions of this Declaration. The Annexable Area may be expanded as provided in Section 3.1 of this Declaration and may be contracted as provided in Section 3.3 of this Declaration.

2.2 ***Annexed Area*** shall mean any real property which hereafter becomes subject to this Declaration in accordance with the provisions hereof. As of the Recordation of this Declaration, no portion of the Annexable Area has been made subject to this Declaration.

2.3 ***Apartment Site*** shall mean any Privately Owned Site which is designated as an Apartment Site in the Supplemental Declaration covering that Privately Owned Site and which is or, according to such Supplemental Declaration, is intended to be, improved with Dwelling Units which at the time of their construction are intended to be rented to, rather than owned by, the Occupants thereof. An Apartment Site may be converted into a Condominium Project Site pursuant to the provisions of Section 6.17.

2.4 ***Apartment Unit*** shall mean a unit located in an apartment building constructed on an Apartment Site which is intended for occupancy by a Common Household Group and which is offered for rent separately from the other units in such building.

2.5 ***Applicant*** has the meaning set forth in Section 8.6.

2.6 ***Arbitration*** has the meaning set forth in Section 11.3(c).

2.7 ***Architectural Review Committee*** shall mean the architectural review committee established pursuant to Article VIII of this Declaration for the purposes as provided in such Article VIII and as elsewhere provided in this Declaration.

2.8 ***ARC Restrictions*** shall mean (a) those Restrictions contained in this Declaration, and under the applicable Supplemental Declarations, that grant any right or power to, that impose any duty or obligation on, or that require that any Owner or other Person obtain a consent or approval from, the Architectural Review Committee, including, without limitation, those Restrictions contained in Article VIII of this Declaration that pertain to the Architectural Review Committee, but excluding, without limitation, the CEC Restrictions, and (b) any guidelines or rules adopted from time to time by the Architectural Review Committee pursuant to Section 8.8.

2.9 ***Benefited Parties*** means Declarant, the Covenant Enforcement Committee, the Architectural Review Committee, the Enforcing District, any Tribunal, the North Range District,

the Reunion District, Board of Directors, Principal Builders, and any Subdistrict, Neighborhood Association, and District, and their respective affiliates, agents, assigns, directors (including members of the Directors), employees, heirs, members, managers, officers (including the Officers), partners, representatives, shareholders, and successors.

2.10 **Board of Director** or **Board** shall mean the Board of Directors of the Enforcing District.

2.11 **Bound Party** has the meaning set forth in Section 11.1.

2.12 **CCIOA** has the meaning set forth in Section 1.7.

2.13 **CEC Restrictions** shall mean (a) all of the Restrictions contained in this Declaration, and under the applicable Supplemental Declarations, that grant any right or power to, or that impose any duty or obligation on, the Covenant Enforcement Committee, including, without limitation, those Restrictions contained in Article VII and those contained in Article VIII that pertain to the Covenant Enforcement Committee, and those Restrictions in this Declaration that pertain to the administration or enforcement of any of the Restrictions in this Declaration, but excluding, without limitation, the ARC Restrictions, and (b) any guidelines or rules adopted by either the Enforcing District or the Covenant Enforcement Committee pursuant to Section 7.7.

2.14 **CEC Violation Notice** has the meaning set forth in Section 7.3.

2.15 **City** means the City of Commerce City, Colorado.

2.16 **Claim** shall mean an assertion of liability, cause of action, claim, demand, disagreement, dispute, or entitlement for compensation, indemnification or reimbursement made by one Bound Party against another Bound Party regardless of how the same may have arisen or on what it might be based, including those arising out of or related to (a) the interpretation, application or enforcement of any of the Governing Documents or the rights, obligations, and duties of any Bound Party under any of the Governing Documents, (b) the design or construction of any Improvement, Improvement to Property, or Dwelling Unit, and (c) any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party, and (d) the Common Area Risks.

2.17 **Claimant** shall mean a Bound Party asserting a Claim against another Bound Party pursuant to Article 11.

2.18 **Claim Notice** has the meaning set forth in Section 11.3(b).

2.19 **Commercial Site** shall mean each Privately Owned Site within the Annexed Area which is designated as a Commercial Site in the Supplemental Declaration covering that Site and which is, or according to such Supplemental Declaration, is intended to be, used for commercial, retail, industrial or other non-residential purposes.

2.20 **Common Area** shall mean any property located within the Annexed Area that was created by the Plat and was either dedicated to a Government Agency by the Plat or was designated by the Plat as open space or tract to be conveyed to, and maintained or owned by, a Neighborhood Association, a District, a Subdistrict, the North Range District, the Enforcing District, or the Reunion District. The definition of Common Area shall include Local Common Areas.

2.21 **Common Area Facilities** means the public facilities in the Annexed Area that are actually constructed, owned by a Government Agency, intended to be used by the residents of the Annexed Area, and located on the Common Area.

2.22 **Common Area Risks** means all Claims and risks attendant to or associated with the Common Area, as well as other common areas and public facilities similar to the Common Areas, and the Common Area Facilities including Claims for injury to person or property or both arising out of, or resulting from, (a) the activities of the North Range District, the Reunion District, the District Parties, or the Enforcing District, (b) the construction, design, maintenance, operation, and use of the Common Area Facilities, (c) the construction, marketing, and sales activities of Declarant and the Principal Builders, associated with the construction, marketing, and sale of Improvements, Improvements to Property, or Dwelling Units in the Annexed Area, (d) creeks, water courses, and waterways constructed or located adjacent to, near, or on the Common Areas and including flooding risks related thereto, (e) drainage resulting from the Established Drainage Pattern and drainage easements established for, or existing on, the Annexed Area, (f) lights and noise associated with the Common Areas and Common Area Facilities (including lights and noise generated by air compressors, crowds, lawn mowers, leaf blowers, lights used to illuminate night time activities, mulchers, parking, public events, pumps, tractors, traffic, and Vehicles), (g) trespass, acts, or omissions of Residents and other Persons employed in connection with, using, or otherwise present on or about the Common Area and Common Area Facilities, (h) the use of fertilizers, insecticides, and pesticides in connection with the maintenance of the Common Area Facilities, together with overspray in connection with such use, (i) the use of reclaimed water, treated waste water, or other sources of non-potable water for irrigation and overspray, and (j) the fact that the Common Area Facilities may constitute, or be considered, an "attractive nuisance."

2.23 **Common Household Group** shall mean one or more natural Persons, each related to the other by blood, marriage or legal adoption, or a group of not more than five (5) such Persons not all so related, together with his or their domestic servants, all of whom maintain a common household in a Dwelling Unit on a Residential Site within the Annexed Area.

2.24 **Condominium Project** shall mean any project located on any portion of the Annexed Area consisting of two or more units in a condominium, as those terms are defined in CCIOA (each a **Condominium Unit**), and including, without limitation, effective as of the date of Recordation of the applicable declaration, as defined in CCIOA (each a **Condominium Declaration**), and map, as defined in CCIOA (each a **Condominium Map**), creating the same, any Privately Owned Site (such as, without limitation, an Apartment Site or a Commercial Site) which, at the time originally annexed to the Annexed Area, was not a Condominium Project, but which has been converted to a condominium ownership regime by Recording a Condominium Declaration and Condominium Map with respect thereto. A Condominium Project may consist

of Commercial Condominium Units or Residential Condominium Units, or a mix of Commercial Condominium Units and Residential Condominium Units. The nature of the particular Condominium Units contained within a Condominium Project shall be as designated in either the Supplemental Declaration or the Condominium Declaration covering the applicable Condominium Project Site.

2.25 **Condominium Project Site** shall mean any Privately Owned Site upon which a Condominium Project, or a portion of a Condominium Project, is, or upon Recordation of the Condominium Declaration and Condominium Map therefor shall be, located.

2.26 **Covenant Enforcement Committee, CEC or Enforcement Committee** shall mean the committee established pursuant to Article VII of this Declaration for the purposes, including, without limitation, to hear certain appeals regarding, the Restrictions contained in this Declaration, as is more particularly provided in said Article VII and elsewhere in this Declaration.

2.27 **Declarant** shall mean Clayton Properties Group II, Inc., a Colorado corporation (**Clayton**) and its successors and assigns as the terms successors and assigns are herein limited. A Person shall be deemed a successor or assign of Clayton as Declarant only if specifically designated in a written and duly Recorded instrument as a successor or assign of Declarant under this Declaration, and shall be deemed a successor or assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated in the written instrument. Notwithstanding the foregoing, however, a successor to Clayton by consolidation or merger, and any Person acquiring all or substantially all of the right, title and interest of Clayton in Reunion by foreclosure, judicial sale, bankruptcy proceedings or by other similar involuntary transfer, shall automatically be deemed a successor or assign of Clayton as Declarant under this Declaration.

2.28 **Declaration** shall mean this instrument as it may be amended from time to time.

2.29 **Directors** means (a) with respect to a District, members of the board of directors of such District as such board may, from time to time, be constituted and (b) with respect to any Neighborhood Association, members of the board of directors of such Neighborhood Association as such board may, from time to time, be constituted.

2.30 **District** means any metropolitan district organized and existing pursuant to the Special Districts Act, other than the North Range District, that include within their boundaries any portion of the Annexed Area now or hereafter and **Districts** means more than one District.

2.31 **District Parties** means the District, their respective agents, committee members, concessionaires, consultants, contractors, Directors, property managers, Officers, and representatives.

2.32 **Dwelling Unit** shall mean a residential building, or space therein (such as a Residential Condominium Unit or Apartment Unit) designed for occupancy by a Common Household Group on a Residential Site, but excluding any accessory building.

2.33 ***Emergency Situation*** has the meaning specified in Section 10.12.

2.34 ***Enforcing District*** shall mean, at any particular time, the metropolitan district that, pursuant to the provision of C.R.S. § 32-1-1004(8)(a)(II), at such time has been designated as the Enforcing District hereunder to have the powers set forth in this Declaration. As is more particularly provided in Section 4.2, the North Range District is initially designated as the Enforcing District and, pursuant to the power and authority of the North Range District to assign its rights, and delegate its duties, hereunder as the Enforcing District to another metropolitan district or other qualified governmental entity, as is provided in said Section 4.2, the North Range District has assigned and delegated Reunion District to be the Enforcing District.

2.35 ***Established Drainage Pattern*** has the meaning set forth in Section 6.12.

2.36 ***Fine*** shall mean any monetary penalty imposed by the Enforcing District, a Tribunal or the Covenant Enforcement Committee against the Owner of a Privately Owned Site within the Annexed Area due to a Violation of this Declaration or the Rules and Regulations by such Owner, or a Related User of such Owner.

2.37 ***First Mortgage*** shall mean a Mortgage that has priority of record over all other Recorded liens except those liens made superior by statute (such as general ad valorem tax liens and special assessments) and except as otherwise provided in this Declaration.

2.38 ***First Mortgagee*** shall mean the Mortgagee under a First Mortgage.

2.39 ***Governing Documents*** means this Declaration, the construction drawings or plans that set forth the Established Drainage Pattern, the ARC Restrictions, the CEC Restrictions, the Plat, the Rules and Regulations, and any City decrees, edicts, laws, orders, ordinances, promulgations, regulations, rules, with respect to all or part of the Annexed Area.

2.40 ***Government Agency*** means the City, the Districts, Government Mortgage Agencies, and any other government agency, authority, department, division, or enterprise exercising or having jurisdiction over the Annexed Area.

2.41 ***Governmental Approvals*** has the meaning set forth in Section 8.13.

2.42 ***Governmental Immunity Act*** has the meaning set forth in Section 7.14.

2.43 ***Government Mortgage Agencies*** shall mean the United States Department of Housing and Urban Development, the Veterans Administration of the United States of America, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal National Mortgage Association, the Colorado Housing and Finance Authority, and any successor to any of the foregoing entities, or any similar entity, public, quasi-public or private, now or hereafter authorized, approved or sponsored by any governmental agency to insure, guarantee, make or purchase Mortgage loans or to perform other functions similar to those

currently performed by the entities specifically listed in this Section.

2.44 ***Homeowners Association*** shall mean Reunion Homeowners Association, Inc., a Colorado nonprofit corporation, established in connection with the Homeowners Declaration.

2.45 ***Homeowners Declaration*** shall mean the Declaration for Reunion Homeowners Association, Inc., Recorded August 27, 2002 at Reception No. C1015874 of the Adams County Records, as the same may have been and may be amended or supplemented from time to time.

2.46 ***Improvements*** shall mean all structures and any appurtenances thereto of every type or kind, including, but not limited to, buildings, outbuildings, swimming pools, patio covers, awnings, painting or other finish material of any exterior surfaces of any visible structure, additions, walkways, bicycle and/or equestrian trails, sprinkler pipes, Utility lines, facilities and appurtenances, satellite dishes, antennae, garages, carports, play structures, shade structures, gazebos, arbors, trellises, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, solar equipment, and exterior air conditioning and water softener fixtures.

2.47 ***Improvement to Property*** shall mean any Improvement, change, alteration or addition to any property within the Annexed Area. Improvement to Property is more particularly defined in Section 8.2 of this Declaration.

2.48 ***Interim Lender*** has the meaning set forth in Section 8.17.

2.49 ***Law*** shall mean the Americans with Disabilities Act, CCIOA, the Special Districts Act, and all other laws, statutes, ordinances, resolutions, orders, codes, rules, regulations, judgments, decrees and other requirements (including, without limitation, requirements under permits, licenses, consents and approvals) of any federal, state, county, city, town or other governmental authority having jurisdiction.

2.50 ***Lease*** means any agreement or lease for the leasing, occupancy, or rental of all or part of a Dwelling Unit.

2.51 ***Local Common Area*** shall mean any portion of the Annexed Area designated as Local Common Area in either the Supplemental Declaration covering or a Neighborhood Declaration affecting such portion of the Annexed Area and which is, or according to such Supplemental Declaration or Neighborhood Declaration, as the case may be, is intended to be, for the primary use and benefit of the Owners of certain Privately Owned Sites within the Annexed Area, but less than all of such Sites. Such Local Common Area may be owned (a) by a neighborhood Association in which all such Owners shall be entitled to membership, or (b) in undivided interests by such Owners, or (c) separately by individual Owners over which a Neighborhood Association may have an easement for maintenance purposes, or (d) by a cooperative housing corporation as defined in Section 216 of the Internal Revenue Code.



2.52 **Manager** shall mean any one or more Persons employed by the Enforcing District as hereinafter provided in this Declaration who is engaged to perform any of the duties, powers or functions of the Enforcing District. The term Manager shall not include the Enforcing District itself.

2.53 **Master IGA** shall mean that certain District Operating Services Agreement by and among North Range Metropolitan District Nos. 1-4 (collectively, the **North Range Metropolitan Districts**) and the Reunion District, dated June 3, 2016, pursuant to which the North Range Metropolitan Districts have agreed that the Reunion District shall perform or cause to be performed certain administrative, operational and maintenance services for the North Range Metropolitan Districts, including, without limitation, covenant enforcement functions pursuant to recorded declarations .

2.54 **Mediation, Mediation Period, Mediation Request, and Mediator** have the meanings specified in Section 11.3(a).

2.55 **Miscellaneous Use Site** shall mean any Privately Owned Site within the Annexed Area designated as a Miscellaneous Use Site in the Supplemental Declaration covering that Site (except any Residential Site, Commercial Site or Religious Site), and which is, or according to such Supplemental Declaration, is intended to be, used for open space or other miscellaneous uses.

2.56 **Mortgage** shall mean an interest in real estate or personal property created by contract or conveyance which secures payment or performance of any obligation. The term Mortgage includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of leases or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

2.57 **Mortgagee** shall mean any Person named as a mortgagee or beneficiary, or in a similar capacity, under any Mortgage.

2.58 **Mortgagor** shall mean any Person named as a mortgagor, maker, grantor or trustor, or in a similar capacity, under any Mortgage, or any successor to the interest of any such Person under such Mortgage.

2.59 **Neighborhood Association** shall mean any nonprofit, not-for-profit or for-profit Colorado corporation, or Colorado limited liability company, or other appropriate entity, and its successors and assigns, organized and established or authorized pursuant to, or in connection with, a Neighborhood Declaration, the membership of which is composed of Owners of Privately Owned Sites within the portion of the Annexed Area covered by such Neighborhood Declaration.

2.60 **Neighborhood Declaration** shall mean a declaration of covenants, conditions and restrictions affecting a portion of the Annexed Area and which provides for the establishment of a Neighborhood Association in connection therewith. A Neighborhood Declaration may, but shall not need to be, included within and as a part of a Supplemental Declaration.

2.61 ***North Range District*** shall mean North Range Metropolitan District No. 3, a quasi-municipal corporation and political subdivision of the State of Colorado, its successors and assigns, and any enterprise or subdistrict formed by North Range District.

2.62 ***Notice*** has the meaning set forth in Section 10.10.

2.63 ***Notice and Hearing*** shall mean a written notice and a public hearing before the Covenant Enforcement Committee, the Enforcing District or a Tribunal appointed by the Enforcing District, in the manner provided in the Rules and Regulations.

2.64 ***Notice of Completion*** shall mean written notice to the Architectural Review Committee of the completion of any Improvement to Property pursuant to Article VIII of this Declaration, which shall be in a form as may be required by either the Architectural Review Committee or the Enforcing District.

2.65 ***Notice of Noncompliance*** has the meaning set forth in Section 8.17.

2.66 ***Occupant*** means each Person occupying a Dwelling Unit, including each Owner, each guest or invitee of an Owner, each tenant and subtenant, and each other Person in possession of, or otherwise occupying or residing in, a Dwelling Unit.

2.67 ***Officer*** means (a) with respect to the Enforcing District, the past and present committee members (including members of the Covenant Enforcement Committee and Architectural Review Committee), and officers of the Enforcing District, (b) with respect to any Neighborhood Association, Subdistrict, District, or other metropolitan district, the past and present agents, committee members, and officers of such Neighborhood Association, Subdistrict, District, or other metropolitan district, and (c) with respect to Declarant or a Principal Builder, the agents and officers of the Declarant or Principal Builder.

2.68 ***Owner*** shall mean the Record title holder, including, if applicable, Declarant, whether one or more Persons, of fee simple title to a Privately Owned Site or Common Area, including sellers under executory contracts of sale and excluding buyers thereunder. The Owner of a Privately Owned Site or Common Area shall be the Owner of such Privately Owned Site or Common Area, as the case may be, for purposes of this Declaration, and not the lessees or tenants thereof or of any Improvements located thereon.

2.69 ***Owner Party*** shall mean (a) an Owner, (b) an agent, assign, contractor, family member, guest, heir, invitee, licensee, or representative of an Owner, (c) an Occupant residing in the Dwelling Unit of an Owner, (d) an agent, assign, contractor, family member, guest, heir, invitee, licensee, or representative of an Occupant, or (d) a Utility Provider (including an employee or representative of a Utility Provider) present in the Annexed Area at the invitation or request of an Owner.

2.70 ***Period of Development*** shall mean the period of time commencing on the

Recordation of this Declaration and expiring one-hundred (100) years after the date upon which this Declaration shall be Recorded.

2.71 **Person** shall mean a natural person, a Government Agency, Government Mortgage Agency, or an association, company, corporation, limited liability company, partnership, trust, or other legally recognized entity, as the context may require.

2.72 **Plat** shall mean, collectively: (a) all of the subdivision plats for any portion of the Annexed Area which may be Recorded from time to time, as the same may be amended from time to time; and (b) all Condominium Maps for any portion of the Annexed Area which may be Recorded from time to time, as the same may be amended from time to time.

2.73 **Principal Builder** means a builder that (a) acquires one or more vacant Residential Sites for the purpose of developing infrastructure on such Residential Sites for sale to another Principal Builder or for the construction of Dwelling Units thereon for resale to the ultimate purchaser thereof and (b) Declarant designates as a "Principal Builder" in a Recorded instrument.

2.74 **Privately Owned Site** or **Site** shall mean any Condominium Unit (whether Commercial or Residential) or any Jot or parcel of land within the Annexed Area which is shown upon any Recorded Plat, or any other parcel of land within the Annexed Area which may be sold or conveyed without violation of the provisions of Colorado law pertaining to the subdivision of land, and which is designated as a Privately Owned Site in the Supplemental Declaration covering such Privately Owned Site; provided, however, that if after a Privately Owned Site is so designated in the Supplemental Declaration covering such Privately Owned Site, such Privately Owned Site is, in accordance with the Restrictions in this Declaration, resubdivided by a Recorded Plat, each lot resulting from such resubdivision as shown on such Plat shall constitute a Privately Owned Site hereunder. "Privately Owned Site" or "Site" shall include, without limitation, any Residential Site, Commercial Site, Religious Site and Miscellaneous Use Site, but shall not include any Common Area. A Condominium Project Site which is annexed to the Annexed Area prior to the conversion thereof to a condominium ownership regime by Recordation of the Condominium Declaration and Condominium Map therefor shall constitute a Privately Owned Site hereunder, but after such conversion of the same to a condominium ownership regime, each Condominium Unit located within the Condominium Project on such Condominium Project Site, and not the Condominium Project Site itself, shall thereafter constitute a Privately Owned Site hereunder.

2.75 **Property to be Annexed** has the meaning specified in Section 3.2.

2.76 **Property to be Withdrawn** has the meaning specified in Section 3.3.

2.77 **PUD Zone Document** shall mean the Reunion PUD Zone Document (PUD #3615), Amendment of the Buffalo Hills Ranch PUD Zone Document, Recorded December 17, 2002 under Reception No. C1068494, as the same heretofore may have been, and hereafter may be, amended from time to time.

2.78 **Record** or **Recorded** shall mean the filing of record of any documents in the real estate records in the office of the Clerk and Recorder of Adams County, Colorado (*Adams County Records*).

2.79 **Register of Addresses** shall mean the register of addresses of each Owner, Eligible First Mortgagees and certain other Persons which the Enforcing District is required to maintain pursuant to Section 4.6.

2.80 **Related User** shall mean any member of the Common Household Group of an Owner who resides with such Owner on a Residential Site; guests, customers and invitees of an Owner of a Privately Owned Site; employees of an Owner of a Privately Owned Site; and Occupants and contract purchasers of the Privately Owned Site of an Owner who claim by, through, or under an Owner.

2.81 **Religious Site** shall mean any Privately Owned Site within the Annexed Area designated as a Religious Site in the Supplemental Declaration covering that Site and which is, or according to such Supplemental Declaration, is intended to be, used for religious use by religious organizations recognized as tax-exempt religious organizations under the United States Internal Revenue Code.

2.82 **Resident** means an Occupant or an Owner who resides in a Dwelling Unit.

2.83 **Residential Site** shall mean any Privately Owned Site within the Annexed Area which is designated as a Residential Site in the Supplemental Declaration covering that Site and which is, or according to such Supplemental Declaration, is intended to be, used for Residential Use, including, without limitation, each Single Family Residential Site, each Residential Condominium Unit (but excluding each Commercial Condominium Unit), each Apartment Site and, prior to the time that the Condominium Project thereon is created, each Condominium Project Site which is intended to consist of Residential Condominium Units (but not Commercial Condominium Units).

2.84 **Residential Use** shall mean use for dwelling or recreation purposes but does not include spaces or units primarily used for commercial income from, or service to, the public; provided, however, that the additional uses permitted on a Single Family Residential Site, in a Residential Condominium Unit and in an Apartment Unit on an Apartment Site pursuant to Sections 16(b) and 6.16(c) shall also constitute Residential Use hereunder. Examples of uses which constitute Residential Use include, without limitation, single family dwellings and multiple family dwellings (including, without limitation, both Residential Condominium Units and Apartment Units). Examples of uses which do not constitute Residential Use include, without limitation, use for offices, retail and other commercial purposes, industrial purposes, hotels, motels, hospitals, churches, schools (both public and private), nursing homes and elderly care extended-stay facilities.

2.85 **Respondent** means a Bound Party against whom a Claimant has asserted a Claim pursuant to Article 11.

2.86 **Restrictions** shall mean covenants, conditions, restrictions, easements, limitations, reservations, exceptions and equitable servitudes affecting real property.

2.87 **Reunion** shall mean the real property that is subject to the PUD Zone Document.

2.88 **Reunion District** shall mean Reunion Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, and its successors and assigns.

2.89 **Reunion South Declaration** shall mean the Declaration for Reunion South Commercial Association, Inc., Recorded December 19, 2005 at Reception No. 20051219001382800 of the Adams County Records.

2.90 **Rules and Regulations** shall mean rules and regulations adopted from time to time by the Enforcing District as provided in Section 4.4 of this Declaration.

2.91 **Single Family Residential Site** shall mean any Residential Site within the Annexed Area other than any Residential Site which is an Apartment Site, a Condominium Project Site, or a Residential Condominium Unit.

2.92 **Special Declarant Rights** has the meaning set forth in Section 5.1.

2.93 **Special Districts Act** means C.R.S. §§ 32-1-101, *et seq.*

2.94 **Subdistrict** means any metropolitan district designated in a Supplemental Declaration that includes within its boundaries a portion of the Annexed Area and whose Owners are less than all of the Owners of Residential Sites subject to this Declaration.

2.95 **Supplemental Declaration** shall mean a written Recorded instrument containing covenants, conditions, restrictions, reservations, easements or equitable servitudes, or any combination thereof, which provides for the annexation of any portion of the Annexable Area to the Annexed Area in accordance with Section 3.2 of this Declaration.

2.96 **Tree Lawn Area** shall mean any area which has been platted as a portion of a street right-of-way and which lies between the boundaries of a Residential Site within the Annexed Area and the pavement or curbing of the street. Tree Lawn Areas shall not include any driveways or walks.

2.97 **Tribunal** shall mean a committee, consisting of one or more Directors of the Enforcing District, appointed by the Board of Directors to provide Notice and Hearing in certain instances as is more particularly provided in this Declaration and in the Rules and Regulations.

2.98 **Utilities** means all utility services necessary for the convenient enjoyment and use of the Common Areas, the Common Area Facilities, and the Dwelling Units and includes cable television, electric, gas, water, sanitary and storm sewers, telephone, and similar services.

2.99 **Utility Equipment** means all equipment of every kind, nature, or type convenient or necessary for making available or providing Utilities to the Common Areas, the Common Area Facilities, and any Improvements to Property (including all equipment, junction boxes, lines, manholes, poles, pipelines and sleeves, and similar types of equipment).

2.100 **Utility Provider** means the City Utilities or any other provider of Utilities to the Annexed Area, as the context may require.

2.101 **Vehicle** means any vehicle of any kind, nature, or type and including (a) an abandoned, disabled, junk, or nonfunctioning vehicle, (b) a boat, a camper (including on or off supporting vehicles), mobile home, motor home, snowmobile, or other type of recreational vehicle, (c) a motorcycle, (d) a tractor, towed trailer unit, trailer, or truck (other than a ¾-ton or smaller pick-up truck not used for commercial purposes), or (e) any other vehicle, whether or not motorized, the primary purpose of which is commercial, recreational, sporting, transportation, or other use.

2.102 **Violation** shall mean (a) an Improvement to Property for which the approval of the Architectural Review Committee shall be required pursuant to Article VIII of this Declaration, but for which said approval was not obtained before such Improvement to Property was constructed, installed or made, (b) an Improvement to Property for which approval of the Architectural Review Committee shall be required pursuant to Article VIII of this Declaration, but which has not been done in substantial compliance with the description of and materials furnished to, and any condition imposed by, the Architectural Review Committee, or was not completed within one (1) year after the date of commencement of work, (c) any failure by an Owner of a Residential Site to install landscaping on such Residential Site and the Tree Lawn Area adjacent to such Residential Site within the time period required by, and otherwise in accordance with the requirements of, Section 6.20 of this Declaration, or (d) any other violation of the Restrictions in this Declaration, a Supplemental Declaration or the Rules and Regulations by an Owner.

### ARTICLE III ANNEXATION TO ANNEXED AREA

3.1 Property Which May Be Annexed. At any time after the date this Declaration is Recorded until the expiration of the Period of Development, Declarant may, but shall in no way be required to, from time to time, unilaterally (and, except as otherwise expressly provided in Section 3.2, without the consent of the Enforcing District, any Owner, any Mortgagee or any other Person), add all or any portion of the Annexable Area which, at the time of such annexation, has been included within the district boundaries of the North Range District, to the Annexed Area and make the same subject to this Declaration in accordance with, and subject to, the provisions of Section 3.2. The Declarant may exercise its rights of annexation or development rights in all or any portion of the Annexable Area over which such rights have not already been exercised, and no assurances are made by Declarant as to the boundaries, timing or order of exercise of any such rights. Further, exercise by Declarant of its rights of annexation or



development rights with respect to any portion(s) of the Annexable Area does not require that such rights of annexation or development rights must be exercised in all or any other portion(s) of the remainder of the Annexable Area. Finally, in addition to the foregoing, the Declarant may amend this Declaration at any time and from time to time during the Period of Development, in order to add additional real estate to the Annexed Area which is not a part of the Annexable Area from such locations as the Declarant may elect, in its sole discretion, so long as the additional real estate to be so added has been included within the district boundaries of the North Range District and the total additional real estate so annexed to the Annexed Area pursuant to this sentence, and which is not part of the Annexable Area, does not exceed twenty percent (20%) of the total area that is the Annexable Area as set forth on the attached Exhibit A.

3.2 Manner of Annexation. Declarant, and other Persons with Declarant's written consent as hereinafter provided, may, but shall not be obligated to, at any time and from time to time, add real property (*Property to be Annexed*) within the Annexable Area which, at the time of such annexation, has been included within the district boundaries of the North Range District, to the lands which are a part of the Annexed Area subject to this Declaration. Effective upon the Recording of a Supplemental Declaration containing the provisions set forth below in this Section 3.2, the Restrictions contained in this Declaration shall apply to the Property to be Annexed that are covered by such Supplemental Declaration; and thereafter the rights, privileges, duties and liabilities of the Persons subject to this Declaration shall be the same with respect to the Property to be Annexed as with respect to other lands covered by this Declaration.

Improvements installed within Property to be Annexed shall be consistent in quality with the overall development plan for Reunion and shall be of such quality and character as will serve the purposes and objectives for which this Declaration has been established, as determined by Declarant in its sole discretion. Any lien arising from ownership or construction upon Property to be Annexed shall appertain only to such land and Improvements located thereon and shall not affect the rights of existing Owners or the priority of Mortgages on Privately Owned Sites or Common Areas within the Annexed Area theretofore subject to this Declaration.

Each Supplemental Declaration shall contain the following provisions, and any other provisions as Declarant may determine: (a) shall be executed and acknowledged by the owner of the Property to be Annexed described therein; (b) shall, if the Property to be Annexed is not then owned by Declarant, contain the executed and acknowledged written consent of Declarant; (c) shall contain an adequate legal description of the Property to be Annexed; (d) shall contain a reference to this Declaration which shall state its date, its date of Recordation and the reception number of the Records of the Clerk and Recorder of Adams County, Colorado, where this Declaration is Recorded; (e) shall state the land classification (Residential Site, Commercial Site, Religious Site, Miscellaneous Use Site or Local Common Area) of the Property to be Annexed, and if a Residential Site is included within such Property to be Annexed, whether the same constitutes a Single Family Residential Site, a Condominium Project Site, a Residential Condominium Unit or an Apartment Site; (f) shall, to the extent known or anticipated at such time, provide that Sites therein shall be subject to the jurisdiction of a Neighborhood Association or shall not be subject to the jurisdiction of a Neighborhood Association, and designate any Local Common Area within the Property to be Annexed described therein; provided, however, that if after a Supplemental Declaration for a Privately Owned Site is Recorded, the Owner of such

Privately Owned Site desires to create a Neighborhood Association for such Privately Owned Site, no statement in such Supplemental Declaration that such Privately Owned Site shall not be subject to the jurisdiction of a Neighborhood Association shall preclude such Owner, in accordance with the Restrictions contained in this Declaration, from creating a Neighborhood Association for such Privately Owned Site, and any Local Common Area within the property covered by a Supplemental Declaration, but not designated as Local Common Area in such Supplemental Declaration, may later be designated as Local Common Area in a Neighborhood Declaration affecting such property; (g) shall state that such Property to be Annexed has been included within the district boundaries of the North Range District; and (h) shall contain a statement that the Property to be Annexed is declared to be part of the Annexed Area under this Declaration and that the Property to be Annexed shall be subject to this Declaration; provided, however, that more than one Recorded instrument may together constitute a Supplemental Declaration and such instruments may provide that the Restrictions contained in this Declaration shall apply to such Property to be Annexed, or a portion thereof, only upon the Recordation of the last of such instruments to be Recorded. Thus, by way of example but not of limitation, the first of such instruments to be Recorded may provide that a particular Privately Owned Site will become subject to the Restrictions contained in this Declaration upon the Recordation of a deed from Declarant or another specified Person to another Person conveying title to such Privately Owned Site, and in such case, the Restrictions contained in this Declaration would not apply to such Privately Owned Site until the Recordation of such deed. A Supplemental Declaration may provide for phased annexation so that real property may be made subject to the Supplemental Declaration and this Declaration at different times. A deed by which Declarant conveys a parcel of property to another Person may constitute a Supplemental Declaration if it meets the foregoing requirements. A Supplemental Declaration may impose on the Property to be Annexed described therein additional covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions than those set forth in this Declaration, taking into account the unique and particular aspects of the proposed development of the Property to be Annexed covered thereby. A Supplemental Declaration may provide for a Neighborhood Association of Owners within the property described in the Supplemental Declaration and for the right of the Neighborhood Association to assess such Owners.

Upon Recordation of a Supplemental Declaration for Property to be Annexed within the Annexable Area as aforesaid, such Property to be Annexed shall thereupon, automatically and without any further action by any other party, be a part of the Annexed Area and thereafter be subject to the Restrictions and other provisions set forth in, this Declaration, for the duration thereof. Conversely, unless and until a Supplemental Declaration for Property to be Annexed within the Annexable Area is Recorded, such Property to be Annexed shall not be subject to this Declaration, none of the Restrictions in this Declaration shall be construed to affect, encumber, apply to or constitute a cloud upon title to such property to be Annexed, and the Owner of such Property to be Annexed shall not, by virtue of such ownership, be entitled to any of the rights and benefits to which Owners of Privately Owned Sites are entitled pursuant to this Declaration.

3.3 No Annexation Required; Contraction of Annexable Area; Withdrawal of Annexed Area. Notwithstanding any other provision of this Declaration to the contrary, nothing in this Declaration shall be construed to obligate the Annexable Area, or any portion thereof, to be made subject to this Declaration. Declarant expressly reserves the right, in its sole discretion,

to determine not to make the Annexable Area, or any portion thereof, subject to this Declaration. The Annexable Area may, in Declarant's sole discretion, from time to time be contracted to delete any portion of the Annexable Area (which has not theretofore been made a part of the Annexed Area), provided that Declarant is the owner of such portion, effective upon the Recordation of a written instrument, executed by Declarant, referring to this Declaration, describing such portion and declaring that such portion shall thereafter be deleted from the Annexable Area under this Declaration. Additionally, portions of the Annexed Area (*Property to be Withdrawn*) may be withdrawn from the Annexed Area and from this Declaration for any reason, including correction of a surveyor error or other technical or clerical error. Such withdrawal may be accomplished by the execution, acknowledgment and Recordation of a notice of withdrawal of particular Property to be Withdrawn that (a) shall be executed and acknowledged by the Owner or Owners of the Property to be Withdrawn; (b) shall, if the Property to be Withdrawn is not then owned by Declarant, contain the executed and acknowledged written consent of Declarant for the duration of the Period of Development, and thereafter, the written consent of the Enforcing District; (c) shall contain an adequate legal description of the Property to be Withdrawn; (d) shall contain a reference to this Declaration and to the applicable Supplemental Declaration for the Property to be Withdrawn, which reference shall state the date thereof, the date of Recordation thereof and the book and page, reception or instrument number, as the case may be, of the Adams County Records where this Declaration and such Supplemental Declaration were Recorded; and (e) shall contain a statement and declaration that the Property to be Withdrawn is withdrawn from the Annexed Area and from the effect of this Declaration and the Supplemental Declaration for the Property to be Withdrawn. The withdrawal shall be effective upon filing for Record of the notice of withdrawal. Nothing herein shall be interpreted to prohibit later annexation of any Property to be Withdrawn that has been so withdrawn.

#### ARTICLE IV ENFORCING DISTRICT

4.1 General Powers of Enforcing District. Each portion of the Annexed Area, at the time that it is annexed to this Declaration and made a part of the Annexed Area, shall be located within the district boundaries of the North Range District. The Enforcing District shall have, and may exercise, with regard to the Annexed Area, all powers and authority reasonably necessary to exercise its rights and powers and to perform its duties and obligations under this Declaration, including, without limitation: (a) the power to adopt and amend budgets for revenues, expenditures and reserves; (b) the power, as provided by applicable Law (including, without limitation, pursuant to the provisions of C.R.S. § 32-1-1001(1)(j)(I)), to fix and collect taxes, fees and other charges for expenses from the Owners of Privately Owned Site within the Annexed Area to administer the Enforcing District's rights, powers and duties provided in this Declaration; (c) the power to manage and enforce the Restrictions provided herein; (d) the power to contract with a Manager for the management of the Annexed Area and/or the administration of all other rights, powers, duties and obligations related to the operation of the Annexed Area as contemplated herein; (e) the power to adopt and to enforce Rules and Regulations as elsewhere contemplated in this Declaration; (f) the power to levy reasonable fees, Fines and penalties for Violations of any of the Restrictions contained in this Declaration, any Supplemental Declaration and/or in the Rules and Regulations, and to collect such fees, Fines and penalties, as provided in Section 4.5 and as may be provided by applicable Law (including, without limitation, pursuant

to the provisions of C.R.S. § 32-1-1001(1)(j)(I); (g) the power from time to time to assign its rights and powers, and to delegate its duties and obligations, to another Person in accordance with Section 4.2; (h) the right, power and authority at any time, and from time to time, to enter into agreements and otherwise to cooperate with any Neighborhood Association, the Homeowners Association, any other community associations, any other governmental or quasi-governmental entity, or any other special district, in furtherance of the purposes of this Declaration, including, without limitation, performing the services called for under this Declaration; and (i) all other rights, powers and authority it may have pursuant to Law as may be necessary to enforce the Restrictions contained in this Declaration.

4.2 Designation of Enforcing District; Power to Assign and Delegate. Declarant hereby designates the North Range District as the Enforcing District under this Declaration. Notwithstanding the foregoing, pursuant to the Master IGA, the North Range District has assigned and delegated to the Reunion District, for so long as the Master IGA shall remain in effect or as the North Range District and the Reunion District may otherwise agree, the right and obligation to exercise all of the rights and powers, and to perform all of the duties and obligations, of the North Range District as the Enforcing District under this Declaration.

Additionally, the entity which at that time constitutes the Enforcing District hereunder shall have the right to assign and transfer its rights and interests as the Enforcing District hereunder to any other metropolitan district within whose district boundaries the Annexed Area may be located, or any other governmental entity that, pursuant to the provisions of Law, shall be authorized to exercise the rights and powers, and to perform the duties and obligations, of the Enforcing District under this Declaration, pursuant to a Recorded written instrument executed by such entities. No such assignment or delegation shall affect any revocation, change or addition to the Restrictions.

4.3 Duties with Respect to ARC and CEC. The Enforcing District shall perform functions to assist the Covenant Enforcement Committee as provided in Article VII of this Declaration, and the Architectural Review Committee as provided in Article VIII of this Declaration.

4.4 Power to Adopt Rules and Regulations. The Enforcing District may adopt, amend, repeal and enforce such Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration (including, without limitation, those Restrictions contained in Article VI of this Declaration), the provisions regarding Notice and Hearing rights as contemplated in this Declaration, and the use of any property within the Annexed Area, including Privately Owned Sites. Any such Rules and Regulations shall be reasonable and uniformly applied. Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. Written notice of the adoption, amendment or repeal of any Rules or Regulations shall be posted at the Enforcing District's office, and copies of the currently effective Rules and Regulations shall be made available to each Owner upon request and payment of the copying cost. Each Owner shall comply with such Rules and Regulations and shall see that Related Users of such Owner comply with the Rules and Regulations. Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

4.5 Power to Enforce Declaration and Rules and Regulations. The Enforcing District shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations, and shall take such action as the Board deems necessary or desirable to cause compliance by each Owner and the Related Users of each Owner. Without limiting the generality of the foregoing, the Enforcing District shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations, including, without limitation, any decision reached by the Covenant Enforcement Committee or the Architectural Review Committee, by any one or more of the following means: (a) by entry upon any property (other than the interior of any Dwelling Unit) within the Annexed Area after Notice and Hearing (unless an Emergency Situation as defined in Section 10.13, exists), without liability of the Enforcing District to the Owner or Occupants thereof, for the purpose of enforcement of or causing compliance with this Declaration or the Rules and Regulations; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages, or other amounts to which the Enforcing District is entitled, for a Violation of any of the provisions of this Declaration or the Rules and Regulations; and (d) by levying and collecting, after Notice and Hearing, reasonable and uniformly applied Fines, established in advance herein or in the Rules and Regulations or otherwise in accordance with the provisions of applicable Law, from any Owner or Related User, for a Violation by such Owner or Related User of this Declaration, any Supplemental Declaration or such Rules and Regulations.

4.6 Duty to Maintain Register of Addresses and Notify of Address Change. The Enforcing District shall maintain a Register of Addresses which contains the address (which shall include the email, if any, if the recipient desires to receive notices from the Enforcing District by e-mail) of each Owner, the Enforcing District and Declarant. The initial address for each Owner in the Register of Addresses shall be the address for such Owner set forth in the deed or other instrument of Record conveying the Privately Owned Site to such Owner, or, if no such address is set forth, the Privately Owned Site of such Owner. The initial address for the Declarant in the Register of Addresses shall be 4908 Tower Road, Denver, CO 80249. The initial address for the Enforcing District shall be North Range Metropolitan District No. 3, 17910 East Parkside Drive North, Commerce City, Colorado 80022. Any Person may change its address in the Register of Addresses by giving notice to the Enforcing District of a new address in accordance with Section 10.10, and the Enforcing District shall update the Register of Addresses in accordance with any such notice. The Enforcing District shall provide the address for each Person as listed in the Register of Addresses to any Person who requests such information and certifies to the Enforcing District in writing that they intend to use such information to give notice to Owners under this Declaration. The Enforcing District shall have no liability to any Person (including any Owner or Declarant) for providing the address as listed in the Register of Addresses, regardless of whether such address is correct or whether any director, officer, employee or agent of the Enforcing District has knowledge, actual or imputed, that the address in the Register of Addresses is not correct. No information with respect to Declarant's or any Owner's address shall be imputed to the Enforcing District or any director, officer, employee or agent of the Enforcing District, and the Enforcing District shall be entitled to rely solely on the initial address determined in accordance with this Section 4.6 or the most recent address, if any, furnished to the Enforcing

District by Declarant or any Owner by notice given in accordance with Section 10.10. Upon any change in the address of the Enforcing District, the Enforcing District shall execute and file for recording an instrument which refers to this Declaration and sets forth a new address expressly for purposes of giving notice to the Enforcing District under this Declaration.

4.7 Estoppel Certificates. The Enforcing District shall, upon the request of any interested party and after confirming any necessary facts with the Covenant Enforcement Committee and the Architectural Review Committee, furnish a certificate with respect to (a) the approval or disapproval of any Improvement to Property or regarding whether any Improvement to Property was made in compliance with this Declaration, (b) whether any Violation of the CEC Restrictions then exists for a particular Privately Owned Site, and (c) whether any amounts are then payable by the Owner of a particular Privately Owned Site to the Enforcing District, the Covenant Enforcement Committee or the Architectural Review Committee pursuant to this Declaration. Any Person without actual notice to the contrary shall be entitled to rely on said certificate with respect to all matters set forth therein.

4.8 Supplemental Services. Subject to applicable Law, the Enforcing District shall have the authority and power, but not the obligation, to contract on behalf of and in the name of the Owners, with one or more contractors to supplement the following services to the extent they are not provided by the City: (i) snow removal in the Common Area, (ii) maintenance and repair of paving in the Common Area, and (iii) the pick-up and removal of recyclables, garbage and trash from Privately Owned Sites and Common Area in the Annexed Area. If the Enforcing District contracts with a contractor to provide such supplemental services, then the Enforcing District shall determine, in its discretion, the conditions and terms of such contracts, the nature and type of supplemental services needed, and the extent, manner, and times at which such contractors will provide such supplemental services.

## ARTICLE V DECLARANT'S RIGHTS AND RESERVATIONS

5.1 Period of Declarant's Rights and Reservations. Declarant shall have, and hereby retains and reserves, the Special Declarant Rights as hereinafter set forth from the date hereof until the expiration of the Period of Development. Notwithstanding any other provisions of this Declaration, the rights and reservations set forth in this Article V, in Article III and in Sections 1.7, 2.41, 6.10, 6.11, 6.17, 6.20, 6.29, 7.14, 8.1, 8.29, 9.2, 9.3, 9.4, 10.1, 10.2, 10.3, 10.4, 10.5, 10.9, 10.11, 10.12, 10.17, and 10.18, and Declarant's right to exercise any and all of such rights and reservations (collectively, the ***Special Declarant Rights***): (a) shall be deemed excepted and reserved in each conveyance of property within the Annexed Area, whether or not specifically stated therein, and in each deed or other instrument by which any property within the Annexed Area is so conveyed; (b) shall be prior and superior to any other provisions of this Declaration, and in the event of any inconsistency between the provisions of this Declaration pertaining to the Special Declarant Rights and any other provisions of this Declaration, the provisions pertaining to the Special Declarant Rights shall control; and (c) may not, without Declarant's prior written consent, be modified, amended, rescinded, or affected by any amendment of this Declaration during the Period of Development. Declarant's consent to any one such amendment shall not be



construed as a consent to any other amendment. Declarant shall have the right from time to time to assign or transfer the Special Declarant Rights to any Person by a written and recorded instrument, in whole or in part, or as to the entirety of the Annexed Area or only a designated portion thereof, as may be more particularly provided in such instrument.

5.2 Declarant's Rights to Complete Development of Annexed Area. No provision of this Declaration shall be construed to prevent or limit Declarant's rights, and Declarant expressly reserves the right, to complete the development of property within the boundaries of the Annexed Area; to construct or alter Improvements on any property owned by Declarant within the Annexed Area; to construct Improvements on the Common Area at any time and from time to time; to maintain model homes, offices for construction, sales or leasing purposes or similar facilities on any property owned by Declarant within the Annexed Area; to use Vehicles and equipment using portions of the Common Area and Privately Owned Sites owned by Declarant or a Principal Builder for promotional purposes; to permit prospective purchasers of property within the boundaries of the Annexed Area who are not Owners to use the Common Area at reasonable times and in reasonable numbers; to refer to the Common Area, the Common Area Facilities, and the Annexed Area in the development, promotion, and marketing of property and Privately Owned Sites in the Annexed Area; and to post signs incidental to development, construction, promotion, marketing, sales or leasing of property within the boundaries of the Annexed Area. No such model home, or construction, sales or leasing office located on a Privately Owned Site owned by Declarant or others authorized by Declarant shall constitute Common Area or common property of, or otherwise be owned by, the Enforcing District or any other Owner; rather, such property (with Improvements thereon) shall constitute a Privately Owned Site. Declarant may maintain, or permit other Persons to maintain, management offices, temporary buildings, signs, model homes, construction offices, trailers, sales offices, and other structures in such numbers, of such sizes and at such locations within the Annexed Area, as Declarant may determine in its reasonable discretion from time to time. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approvals to excavate, cut, fill or grade any property owned by Declarant or to construct, alter, demolish or replace any Improvements on any property owned by Declarant, or to use any structure on any property owned by Declarant as a construction, model home or real estate sales or leasing office in connection with the sale of any property within the boundaries of the Annexed Area, nor shall anything herein be deemed to require Declarant to seek or obtain the approval of the Architectural Review Committee or of the Enforcing District for any such activity or Improvement to Property by Declarant on any property owned by Declarant. Declarant reserves the right, prior to the time that a particular lot or tract within the Annexable Area has been annexed to and made subject to this Declaration and so long as Declarant is the Owner of such lot or tract, to re-subdivide or change the boundaries of such lot or tract in accordance with the provisions of applicable Law without the same constituting an amendment of this Declaration and without the consent, approval or vote of any other party, including, without limitation, the Owners or the Enforcing District. Nothing in this Section shall limit or impair the reserved rights of Declarant as may be elsewhere provided in this Declaration.

5.3 Declarant's Rights to Grant and Create Easements. Declarant shall have and hereby reserves the right, in addition to its rights under Section 9.3, to grant or create temporary or permanent easements, for access, utilities, drainage, water and other purposes incident to development and sale of Reunion, located in, on, under, over and across Privately Owned Sites

owned by Declarant.

5.4 Limitations Imposed by Government Mortgage Agencies. The exercise of the rights of Declarant reserved herein shall be subject to such reasonable requirements and limitations as may be imposed by Government Mortgage Agencies or other governmental authorities having jurisdiction including any requirements for consent or approval by such Government Mortgage Agencies or governmental authorities.

5.5 Designation of Successor Declarant. Declarant shall have and hereby reserves the right to assign some or all of its rights hereunder to a Principal Builder and the right to assign and designate a Person to succeed to some or all of the rights of Declarant as the declarant under this Declaration. Declarant may exercise this right by a Recorded instrument in which Declarant sets forth the Person who will become a successor to Declarant, and any limitation on the Privately Owned Sites or the rights to which such successor shall succeed. Any assignment of the rights of Declarant shall be effective as of the date of Recording the instrument effecting such assignment.

## **ARTICLE VI**

### **GENERAL RESTRICTIONS APPLICABLE TO PROPERTY**

6.1 Limitations and Restrictions. All of the Annexed Area, including, without limitation, Privately Owned Sites within the Annexed Area, shall be held, used and enjoyed subject to the following limitations and restrictions contained in this Article VI, subject to the exemptions for Declarant set forth in this Declaration, and subject to the applicable limitations and restrictions as may be contained in the Rules and Regulations. The strict application of the following limitations and restrictions in any specific case may be modified or waived in whole or in part by the Covenant Enforcement Committee if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing or be contained in written guidelines or rules promulgated by the Covenant Enforcement Committee.

6.2 Maintenance of Property. No property within the Annexed Area shall be permitted to fall into disrepair, and all property within the Annexed Area, including any Improvements and landscaping thereon, shall be kept and maintained in a clean, safe, healthy, attractive, and sightly condition and in good repair. Maintenance, repair and upkeep of each Privately Owned Site shall be the responsibility of the Owner of the Site. Violation of this provision by an Owner shall permit the Enforcing District, after Notice and Hearing, to enter on the Privately Owned Site to cure the Violation or cause compliance with this provision and to levy and collect from such Owner the costs and expenses of the Enforcing District in so doing as is more particularly provided in Section 7.15; provided, however, that there shall be no entry into the interior of an Improvement intended for human occupancy without the consent of the Owner thereof unless an Emergency Situation exists.

6.3 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any property within the Annexed Area, nor shall anything be done or placed

thereon, which is or may become a nuisance or which is or may cause an unreasonable embarrassment, disturbance or annoyance to others.

6.4 No Annoying Light, Sounds or Odors. No light shall be emitted from any property within the Annexed Area which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any property within the Annexed Area which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spotlights, searchlights, speakers, horns, whistles, bells or other light or sound devices, other than security devices used exclusively for security purposes, shall be located or used on any property except with the prior written approval of the Architectural Review Committee.

6.5 No Hazardous Activities. No activity shall be conducted on, and no Improvement shall be constructed on, any property within the Annexed Area which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent the dispersal of burning embers.

6.6 No Unsightliness. All unsightly conditions, structures, facilities, equipment, objects and conditions shall be enclosed within a structure, including snow removal equipment and garden or maintenance equipment, except when actually in use.

6.7 Restrictions on Garbage and Trash. No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any part of the Annexed Area, except within an enclosed structure or when appropriately screened from view, except that any container containing such materials may be placed outside at proper times for garbage or trash pickup.

6.8 No Temporary Structures. No tent, shack, temporary structure or temporary building shall be placed upon any property within the Annexed Area, except with the prior written consent of the Architectural Review Committee obtained in each instance.

6.9 Restriction on Antennae, Pipes, and Utility Lines. Pipes for water, gas, sewer, drainage or other purposes, and wires, fiber optic and other cables, poles, antennae and other facilities for the transmission or reception of audio, visual or other electromagnetic signals or electricity, and Utility meters or other Utility facilities and Utility Equipment, to the extent reasonably possible, shall be kept and maintained, underground or within an enclosed structure. No exterior radio antenna, television antenna, or other antenna of any type (including satellite dishes) shall be erected or maintained in the Annexed Area, except that: (a) on Commercial Sites an Owner may erect an antenna if: (i) such antenna is necessary to carry on the business conducted by the Owner on the Site; (ii) the Owner obtains any necessary consents to the erection of such an antenna in accordance with the provisions of the Supplemental Declaration covering that Commercial Site; and (iii) if the erection of such antenna is in compliance with all applicable statutes, ordinances and regulations; and (b) the requirements of this Section shall not apply to

those “antenna” (including certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996, and the regulations promulgated pursuant thereto, as amended from time to time. As to “antenna” which are specifically covered by the Telecommunications Act of 1996, and the regulations promulgated pursuant thereto, the Architectural Review Committee shall be empowered to adopt rules and regulations governing the types of “antenna” that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996, and the regulations promulgated pursuant thereto, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance of such “antenna.”

6.10 Restrictions on Signs and Advertising Devices. No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Annexed Area so as to be evident to public view, except such signs as may be approved in writing by the Architectural Review Committee and except such signs as Declarant, or other Persons authorized by Declarant, shall be entitled to post or erect pursuant to Section 5.2. Notwithstanding the foregoing, however, a sign advertising a Privately Owned Site for sale or for lease may be placed on such Privately Owned Site; provided, however, that standards relating to dimensions, color, style and location of such a sign shall be determined from time to time by the Architectural Review Committee and shall comply with the sign code of the City and with all other applicable Laws.

6.11 Restrictions on Mining or Drilling. No property within the Annexed Area shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, coal, minerals, rocks, stones, gravel or earth, except drilling, exploring for or removing underground water by Declarant or any Person designated by Declarant for the purpose of providing water service to property within the boundaries of Reunion, and except mining, drilling or exploring for oil, gas or other hydrocarbons or minerals below a depth of five hundred feet (500') from the surface of the land from surface sites located outside the Annexed Area, all of which drilling, exploring, mining or removing underground water, oil, gas or other hydrocarbons or minerals shall not disturb or subside the surface of the ground in any portion of the Annexed Area (other than any property within the Annexed Area which is owned by Declarant or by such Person so designated by Declarant). Nothing in this Section shall, however, apply to or affect the rights of any Person who acquired an interest in any oil, gas or other hydrocarbons, coal, minerals, rocks, stones, gravel or earth pertaining to any portion of the Annexed Area prior to the date upon which such portion of the Annexed Area was annexed to and made a part of the Annexed Area in accordance with the provisions of this Declaration.

6.12 Maintenance of Drainage. There shall be no interference with or modification to the Established Drainage Pattern over any property within the Annexed Area, except as approved in writing by the Architectural Review Committee. Such approval shall not be granted unless provision is made for adequate alternate drainage in accordance with the recommendations, satisfactory to the Architectural Review Committee, of a certified engineer set forth in an engineer's report obtained by the Person desiring to interfere with or modify such Established Drainage Pattern, at such Person's expense, and submitted by such Person to the Architectural Review Committee with the request by such Person for such approval. The ***Established Drainage Pattern*** shall mean the drainage pattern which exists at the time the overall grading of any

property is completed by the homebuilder (including, without limitation, Declarant, if Declarant is the homebuilder) or other party performing such overall grading, and shall include any Established Drainage Pattern shown on plans, if any, approved by the Architectural Review Committee. The Established Drainage Pattern may include the drainage pattern from (a) Common Area over any Privately Owned Site, (b) from any Privately Owned Site over Common Area, (c) from any Privately Owned Site over another Privately Owned Site, (d) any property owned by the City, a District, or other Persons over a Privately Owned Site, (e) Common Area over other portions of the Common Area and over a Privately Owned Site, and (f) any Common Area or Privately Owned Site over properties outside the Annexed Area.

6.13 Compliance with Laws. Nothing shall be done or kept on any property within the Annexed Area in violation of any Law of any governmental authority having jurisdiction.

6.14 Restrictions on Sewage Disposal Systems. No cesspool, septic tank or other sewage disposal system shall be installed within the Annexed Area without the prior written consent of the Architectural Review Committee, except a central sewage disposal system installed and maintained by a water and sanitation district, metropolitan district or other governmental or quasi-governmental sanitation agency providing sewage disposal services to a significant portion of the Annexed Area. Any sewage disposal system installed for property within the Annexed Area shall be subject to applicable Laws of any governmental authority having jurisdiction.

6.15 Restoration in the Event of Damage or Destruction. In the event of damage to or destruction of any Improvement on any Privately Owned Site, the Owner thereof shall, subject to the approval of the Architectural Review Committee, if and to the extent that the approval of the Architectural Review Committee is required therefor pursuant to Section 8.1, either: (a) cause the damaged or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Architectural Review Committee; or (b) the Owner shall cause the damaged or destroyed Improvement to be demolished and the Privately Owned Site to be suitably landscaped, so as to present a pleasing and attractive appearance.

6.16 Residential Use. Each Dwelling Unit on a Single Family Residential Site, each Residential Condominium Unit and each Apartment Unit on an Apartment Site shall be used solely for one Common Household Group for Residential Use purposes and such purposes as are customarily incident thereto, and shall not be used at any time for business, commercial or professional activities; provided, however, that (a) an Owner of a Single Family Residential Site may use the Dwelling Unit, the Owner of a Residential Condominium Unit may use the Residential Condominium Unit, and the Occupant of an Apartment Unit may use the Apartment Unit, for professional or other home occupations so long as there is no external evidence thereof and no unreasonable inconvenience to the neighbors is created, and (b) subject to any applicable Rules and Regulations and any other provisions of this Declaration, the Owner of a Single Family Residential Site may rent or lease the Dwelling Unit constructed on the Single Family Residential Site, the Owner of a Residential Condominium Unit may lease such Residential Condominium Unit, and the Owner of an Apartment Site may lease each Apartment Unit located on such Apartment Site.

6.17 No Further Subdivision. No Common Area, Privately Owned Site or Improvement thereon in the Annexed Area (other than a Privately Owned Site or Improvement thereon owned by Declarant) may be further subdivided (including, without limitation, by imposing a condominium ownership regime thereon), nor may any easement or other interest therein less than the whole (including any time-share estate) be conveyed by the Owner thereof (including any Neighborhood Association but excluding Declarant), unless such Owner complies with the requirements of applicable Law and unless such Owner obtains the prior approval thereto of Declarant, at any time during the Period of Development, or of the Enforcing District, at any time after the expiration of the Period of Development. In applying for the approval of the Declarant, or the Enforcing District, as the case may be, of any such further subdivision of a Privately Owned Site, such Owner shall submit to the Declarant, or the Enforcing District, as the case may be, all maps, plats and other documentation required to be submitted by such Owner to the applicable governmental authorities. The Declarant, or the Enforcing District, as the case may be, may approve any such proposed further subdivision unless the Declarant, or the Enforcing District, as the case may be, determines, in its sole discretion, that such subdivision is inconsistent or incompatible with the PUD Zone Document or this Declaration or the applicable Supplemental Declaration (including, without limitation, the provisions of this Declaration or such Supplemental Declaration with respect to annexation procedures, use restrictions and architectural control) or determines, in its sole discretion, that such subdivision might be detrimental to the interests of the Enforcing District or another Owner. Either of the Declarant or the Enforcing District shall have the right, at its option, to assign and delegate its rights and duties under this Section, with respect to all or a specified portion of the Annexed Area, to the Architectural Review Committee, or, with respect to a certain portion of the Annexed Area covered by a Supplemental Declaration, any similar architectural committee that may be established pursuant to such Supplemental Declaration or a Neighborhood Declaration. Subject to any applicable Rules and Regulations, nothing in this Section shall be deemed to prevent an Owner from, or require the approval of the Declarant or the Enforcing District for, (a) selling or leasing of an entire Privately Owned Site in accordance with Section 6.16 (to the extent the same is applicable), (b) leasing an Apartment Unit in accordance with Section 6.16 (to the extent the same is applicable) or space within an Improvement located on any Commercial Site, Religious Site or Miscellaneous Use Site, or (c) transferring or selling any Privately Owned Site to more than one Person to be held by them as tenants in common, joint tenants or tenants by the entirety.

6.18 No Hanging Articles. No clothing or household fabrics or other articles shall be hung, dried or aired on any Privately Owned Site or Common Area in such a way as to be visible from other Privately Owned Sites or from the Annexed Area except to the extent otherwise provided in guidelines promulgated by the Architectural Review Committee.

6.19 Solar Obstructions. No vegetation or other Improvements shall be planted, constructed or maintained upon any Residential Site in the Annexed Area in such location or of such height as to unreasonably obstruct the operation of any previously existing solar energy installation. In the event of a dispute between Owners in the Annexed Area as to the obstruction of the operation of a solar energy installation, such dispute shall be resolved in accordance with the provisions for Notice and Hearing contained in the Rules and Regulations. Any such obstruction shall, upon request of the Board of Directors, be removed or otherwise altered to the satisfaction of the Board of Directors, by the Owner of the Residential Site upon which said



obstruction is located. Each Owner of a Residential Site shall be responsible for periodic trimming and pruning of all hedges, shrubs and trees located on the Site so as to not unreasonably obstruct the operation of any previously existing solar energy installation.

6.20 Landscaping. Within ninety (90) days after acquisition of a Residential Site, subject, however, to reasonable delays resulting from weather conditions, or within such longer period as may be approved in writing by the Architectural Review Committee or authorized in guidelines promulgated by either the Architectural Review Committee or the Enforcing District, the Owner of such Residential Site shall install and thereafter maintain landscaping on the Residential Site and the Tree Lawn Area adjacent to such Residential Site in a neat and attractive condition, including, without limitation, all necessary landscaping and gardening to properly maintain and periodically replace when necessary any trees, plants, grass and other vegetation which may be originally placed on such Residential Site or such Tree Lawn Area by the Declarant. The Architectural Review Committee and/or the Enforcing District may adopt guidelines or rules to regulate landscaping permitted and required on the Privately Owned Sites and Tree Lawn Areas in the Annexed Area as provided in this Declaration; provided, however, that Declarant shall be exempt from compliance with such rules and regulations. In the event that any Owner shall fail to install and maintain landscaping in conformance with such guidelines or rules, or shall allow landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Enforcing District upon thirty (30) days prior written notice to such Owner shall have the right either (a) to seek any remedies at law or in equity which it may have or to correct such condition, or (b) after Notice and Hearing, to enter upon such Owner's Privately Owned Site and the adjacent Tree Lawn Area for the purpose of correcting such condition and such Owner shall promptly reimburse the Enforcing District for the cost thereof, or (c) both of the foregoing.

6.21 Vehicle Restriction. No recreation vehicle, camper, campers not on a truck, boat, mobile home, horse trailer or other trailer, tractor, motor home or truck (other than a pickup truck) shall be stored or shall be parked anywhere within the Annexed Area or on any public or private road or street in such a manner as to be visible from any portion of the Annexed Area for longer than seventy-two (72) hours in the same place or general area ("general area" meaning the area within a 1,500 foot radius of such place) or for such other period as may be approved in writing by the Architectural Review Committee or authorized in guidelines promulgated by the Architectural Review Committee. Any such vehicle may be kept only within a garage, an enclosed structure approved by the Architectural Review Committee or within a parking area designated by the Enforcing District for storage and parking of such vehicles. No inoperable vehicle shall be repaired, constructed or allowed to remain on any portion of the Annexed Area or on any private or public street or road in such a manner as to be visible from any portion of the Annexed Area. No vehicle, including, but not limited to, motorcycles, motorbikes, snowmobiles, bicycles, automobiles, trucks and trailers may be kept or used anywhere within the Annexed Area in violation of any applicable Rules and Regulations. Such Rules and Regulations, among other things, may prohibit the keeping or use of motorcycles, motorbikes, snowmobiles or other loud or offensive vehicle, or may limit their use, and may regulate places of parking of such vehicles.

6.22 Animals. No animals of any kind shall be raised, bred or kept on any Residential Site in the Annexed Area except as hereinafter provided. A reasonable number of dogs, cats or other household pets may be kept on a Residential Site, provided that (a) they are not kept, bred

or maintained for any commercial purposes, (b) they do not make objectionable noises or otherwise constitute an unreasonable nuisance to other Owners, (c) they are kept within an enclosed yard on the Residential Site occupied by the Owner of such pets or on a leash being held by a Person capable of controlling the animal, and (d) they are not in violation of any other provision of this Declaration or the Rules and Regulations. A "reasonable number" as used in this Section 6.22 shall ordinarily mean no more than two (2) pets per Site; provided, however, that the Board of Directors or such other Person as the Board of Directors may from time to time designate, may from time to time determine that a reasonable number in any instance may be more or less than two (2). The Board of Directors shall have the right to prohibit maintenance of any animal which, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner maintaining any animal, and any Related User, shall be liable in accordance with Colorado Law to each and all remaining Owners and Related Users of such Owners for any damage to person or property caused by any such animal; and it shall be the absolute duty and responsibility of each such Owner or Related User to clean up after such animals to the extent they have used any portion of the Privately Owned Site of another Owner or any Common Area.

6.23 Restriction on Exterior Lighting. Except as may be approved in writing by the Architectural Review Committee or in guidelines promulgated by the Architectural Review Committee, and except for any exterior lighting originally included in or as a part of any building or other improvements installed or constructed by Declarant upon any portion of the Annexed Area, no exterior lighting shall be permitted anywhere on a Residential Site within the Annexed Area, including lighting to accent landscaping features, lights at entrance doors to structures, lights at entrances to property, lights along paths or driveways and lights to illuminate permitted signs. Any exterior lights so permitted by the Architectural Review Committee or in such guidelines shall be of attractive design and shall be as small in size as is reasonably practical and shall be placed or located as directed or approved in writing by the Architectural Review Committee or in guidelines promulgated by the Architectural Review Committee; provided, however, that the provisions of this sentence shall not apply to any such exterior lighting so installed by Declarant.

6.24 Casualty Insurance for Improvements. Each Owner of a Privately Owned Site within the Annexed Area shall be obligated to obtain and keep in full force and effect at all times casualty insurance with respect to all insurable Improvements on the Privately Owned Site for the full replacement value thereof, including coverage for fire and extended coverage, vandalism and malicious mischief and, if available and if deemed appropriate by the Enforcing District as evidenced by a resolution of the Board of Directors, including flood, earthquake or war risk. In the event of damage or destruction to any insured Improvements, the proceeds of such insurance shall be applied by the Owner thereof, to the extent necessary, to cause the damage or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Architectural Review Committee, if and to the extent that the Architectural Review Committee is authorized to approve the same pursuant to Section 8.1, or if it is not, in accordance with the applicable Supplemental Declaration, or to cause the damaged or destroyed Improvement to be demolished and the Privately Owned Site to be suitably landscaped so as to present a pleasing and attractive appearance.

6.25 Solar Energy Installations. The Architectural Review Committee shall approve the plans and specifications for the installation of solar systems on a Residential Site within the Annexed Area, provided that the Architectural Review Committee determines that such plans and specifications demonstrate the exercise of reasonable measures to minimize the potential adverse aesthetic impact of the installation on other portions of the Annexed Area. Any such Architectural Review Committee approval shall have no effect upon the enforceability of any other use Restriction in this Declaration or the applicable Supplemental Declaration. The Architectural Review Committee may promulgate reasonable standards and guidelines against which to examine any such plans and specifications, in accordance with Article VIII. Any such standards or guidelines restricting the installation or use of a solar energy system shall not significantly increase the cost of the system, nor significantly decrease its efficiency.

6.26 Garage Sales. No garage, patio, porch or lawn sale shall be held on any Residential Site within the Annexed Area, except that the Owner of any such Residential Site may conduct such a sale for up to three (3) consecutive days not more than twice in any calendar year if (a) the items sold are only the Owner's own furniture and furnishings, not acquired for purposes of resale; (b) such sale is held at such time and in such manner as not to unreasonably disturb any other resident of the area; and (c) such sale is held in full compliance with the requirements of all applicable Law.

6.27 Fencing. It shall be the responsibility of the Owner of a Privately Owned Site who desires to install any fencing on or for the Owner's Privately Owned Site (an *Interior Fence*), at such Owner's expense: (a) to obtain the approval of Interior Fence by the Architectural Review Committee in accordance with Article VIII of this Declaration, and to install such Interior Fence in accordance with the applicable guidelines, rules and other requirements of the Architectural Review Committee; (b) to obtain all required Governmental Approvals for such Interior Fence in accordance with Section 8.13; (c) to engage the services of a professional surveyor to insure that such Interior Fence is installed upon the Privately Owned Site of such Owner and does not encroach onto any adjoining Privately Owned Site, Common Area, or other property not owned by such Owner. If Declarant or a Principal Builder installs an Interior Fence on the common property lines between Privately Owned Sites, then the Owners of such Privately Owned Sites shall jointly bear the cost and expense of maintaining and repairing such Interior Fence. If an Owner installs an Interior Fence on the common property lines between Privately Owned Sites, then the Owner installing such Interior Fence shall bear the cost of, and shall, maintain, repair, and replace such Interior Fence in a reasonably attractive manner. Notwithstanding the foregoing, if an Occupant or an Owner damages an Interior Fence, the Owner, or the Owner of the Dwelling Unit of the Occupant, damaging such Interior Fence shall bear the cost and expense of repairing or replacing such Interior Fence. If a fence or portion thereof (a *Perimeter Fence*) is located in the Common Area or on a property line separating a Privately Owned Site from adjoining Common Area or an adjoining public right-of-way, street, or tract, the North Range District or the Enforcing District (or a Subdistrict if a Supplemental Declaration assigns to a Subdistrict the responsibility for maintaining Perimeter Fences subject to such Supplemental Declaration), only after inspection or acceptance by the same, shall maintain, repair, and replace such Perimeter Fence at its cost and expense and in a reasonably attractive manner consistent with the Governing Documents. Notwithstanding the foregoing, if an Occupant or an Owner damages a Perimeter

Fence, the Owner damaging such Perimeter Fence (or the Owner of the Privately Owned Site of the Occupant damaging such Perimeter Fence) shall bear the cost and expense of repairing or replacing such Perimeter Fence.

6.28 Window Coverings. No external window covering or reflective covering may be placed, or permitted to remain, on any window of any building, structure or other Improvement on a Residential Site within the Annexed Area without the prior written approval of the Architectural Review Committee.

6.29 Exemption for Declarant. At such times as Declarant owns any Privately Owned Sites in the Annexed Area annexed within the Period of Development, Declarant shall be exempt from the provisions of Sections 6.8, 6.9, and 6.10, and shall be exempt from any other Restrictions in this Declaration to the extent that they impede Declarant's development and marketing activities pursuant to Section 5.2.

6.30 Short-Term Rentals of Residences. As it deems appropriate or desirable in its sole discretion, the Enforcing District shall have the right to impose (i) such limitations, Rules and Regulations, and other restrictions regarding and regulating the rental, subleasing, and use of Dwelling Units in the Annexed Area for short-term, temporary, or transient occupancy whether offered by Airbnb, VRBO, and similar services and users or otherwise and (ii) such fines and penalties as the Enforcing District deems appropriate for violations of such limitations, Rules and Regulations, and other restrictions.

## ARTICLE VII COVENANT ENFORCEMENT COMMITTEE

7.1 Establishment of Committee. The Enforcing District may from time to time establish a Covenant Enforcement Committee, the members of which shall be appointed by the Board of Directors of the Enforcing District. The Enforcing District may also from time to time deactivate the Covenant Enforcement Committee previously established by the Enforcing District. At any time that the Covenant Enforcement Committee has not been established, or shall have been so deactivated or for any other reason shall not then be in existence, all rights, powers, duties and obligations of the Covenant Control Committee under this Declaration shall be exercised or performed by the Enforcing District or, if so elected by the Board of Directors, by a Tribunal appointed by the Board of Directors as may be provided in the Rules and Regulations. Members of the Covenant Enforcement Committee may, but need not necessarily, be Owners of Privately Owned Sites within the Annexed Area, members of the Board of Directors, members of the Architectural Review Committee, or representatives designated by Declarant. Members of the Covenant Enforcement Committee shall be appointed by the Enforcing District at a meeting of the Board of Directors. Members of the Covenant Enforcement Committee may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until they resign or are removed by the Board. Unless otherwise specified in this Declaration, the vote or written consent of a majority of the members of the Covenant Enforcement Committee shall constitute the act of the Covenant Enforcement Committee. The Enforcing District may at any time, and from time to time, change the authorized number of members of the Covenant

Enforcement Committee, but the number of members shall always be an odd number and shall be not less than three (3) members.

7.2 Address of CEC. The address of the Covenant Enforcement Committee shall be that of the address of the Enforcing District as set forth in Section 4.6.

7.3 Purposes and General Authority Regarding CEC Restrictions. Except as hereinafter provided with respect to certain functions of the Covenant Enforcement Committee, the Enforcing District shall be responsible for the ministerial administration and enforcement of the CEC Restrictions, and shall have the right to: (a) accept complaints for Violations, or alleged Violations, of the CEC Restrictions; (b) inspect the Annexed Area regarding Violations, or alleged Violations, of the CEC Restrictions; (c) issue various notices to Owners regarding the CEC Restrictions as contemplated in this Declaration; and (d) provide all ministerial administration and enforcement of the CEC Restrictions as provided or required by the Enforcing District and this Declaration, including, without limitation, the right to exercise the rights and remedies available to the Enforcing District as elsewhere provided in this Declaration. The Enforcing District shall review all complaints and notifications provided by the Declarant, an Owner, the Enforcing District, any Manager or other Person (including the Reunion District, if applicable) acting on behalf of the Enforcing District, the Architectural Review Committee, or a Neighborhood Association regarding a Violation, or alleged Violation, of any of the CEC Restrictions. The Enforcing District shall have the right to make an investigation on its own regarding possible Violations of the CEC Restrictions. The Enforcing District shall have the authority to determine whether an Owner has committed a Violation of the CEC Restrictions, and upon such determination, may issue to such Owner a notice (a **CEC Violation Notice**) identifying the particular circumstances or conditions of such Violation and requiring such Owner to take such actions as are specified in the CEC Violation Notice as may be necessary to correct, remedy or otherwise remove such Violation, including the time period by which such Violation must be remedied. In addition to any other right or remedy that may be provided for in this Declaration, the Rules and Regulations or at law or in equity for the occurrence of a Violation of the CEC Restrictions by the Owner of a Privately Owned Site, the Enforcing District shall have the right to post a CEC Violation Notice therefor upon such Privately Owned Site. Such Owner shall have the right, in accordance with Section 7.8, to request a hearing before the Covenant Enforcement Committee with respect to any such CEC Violation Notice given to it by the Enforcing District.

7.4 Purposes and General Authority of CEC. The Covenant Enforcement Committee shall have the right to: (a) if requested by an Owner alleged to have committed a Violation of the CEC Restrictions, conduct a hearing regarding such alleged Violation in accordance with the provisions for Notice and Hearing set forth in the Rules and Regulations, as is provided in Section 7.8; (b) hear an appeal of any decision by the Architectural Review Committee to disapprove, or to impose any conditions on, a proposed Improvement to Property in accordance with Section 8.11; and (c) hear an appeal by an Owner or the Architectural Review Committee concerning a Notice of Noncompliance issued by the Architectural Review Committee, in accordance with Section 8.19.

7.5 CEC Fees and Expenses. All expenses of the Covenant Enforcement Committee shall be paid by the Enforcing District with revenues derived by the Enforcing District from the

Annexed Area. The Enforcing District shall have the right to charge fees for inspections and Fines for costs of enforcement of the CEC Restrictions and the costs incurred to correct, remedy or otherwise remedy Violations of the CEC Restrictions from the subject Owner, in amounts which may be established by the Enforcing District from time to time, and such fees and Fines may be collected by the Enforcing District to help defray the expenses of the operation of the Covenant Enforcement Committee. The Enforcing District or the Manager hired by the Enforcing District shall provide the Covenant Enforcement Committee with staff for the recording of committee meeting minutes and assistance with other administrative needs, at the Enforcing District's cost and expense, as it deems reasonably necessary from time to time.

7.6 General Inspection. Any authorized officer, director, employee or agent of the Enforcing District may enter upon any Privately Owned Site at any reasonable time after notice to the Owner of such Privately Owned Site, without being deemed guilty of trespass, in order to investigate or inspect any portion of the Annexed Area for alleged Violations of the CEC Restrictions.

7.7 CEC Committee Guidelines or Rules. The Enforcing District or the Covenant Enforcement Committee may issue guidelines or rules relating to the procedures, interpretation of the CEC Restrictions and additional factors which will be taken into consideration in connection with the enforcement of the CEC Restrictions by the Enforcing District. Such guidelines or rules may specify circumstances under which the strict application of the CEC Restrictions will be waived or deemed waived in whole or in part because strict application of the CEC Restrictions would be unreasonable or unduly harsh under the circumstances or for other reasons determined by the Enforcing District or the Covenant Enforcement Committee.

7.8 Hearing Requested by Owner. If the Enforcing District issues a CEC Violation Notice against the Owner of a Privately Owned Site, such Owner may request that a hearing with respect to such CEC Violation Notice be held before the Covenant Enforcement Committee by giving written notice of such request to the Enforcing District within twenty (20) days after the CEC Violation Notice is given to such Owner. The Covenant Enforcement Committee shall conduct such hearing in accordance with the provisions of the Rules and Regulations for Notice and Hearing, and the Covenant Enforcement Committee shall finally decide whether or not the alleged Violation of the CEC Restrictions exists.

7.9 No Implied Waiver or Estoppel. No action or failure to act by the Covenant Enforcement Committee or by the Enforcing District, a Tribunal or the Board of Directors, shall constitute a waiver or estoppel with respect to future action by the Covenant Enforcement Committee, the Enforcing District, such Tribunal or the Board of Directors, with respect to the enforcement of the CEC Restrictions.

7.10 Authorized Representative of CEC. The powers and duties of the Covenant Enforcement Committee may be delegated to one or more authorized representatives, who shall have the power to review and determine if a Violation of the CEC Restrictions shall exist, to grant variances and exemptions. Notwithstanding the foregoing, the authorized representative shall not have the authority to change the policies and guidelines of the Covenant Enforcement Committee, or to conduct any hearing pursuant to Section 7.8. The Covenant Enforcement Committee may,



from time to time, by resolution in writing adopted by a majority of the members, designate an authorized representative or representatives (who may, but need not, be members of the Covenant Enforcement Committee). The action of such authorized representative (except as is otherwise provided in this Section 7.10) or the written consent or the vote of a majority of the members of the Covenant Enforcement Committee shall constitute the action of the Covenant Enforcement Committee.

7.11 Compensation of Members. The Board of Directors shall determine whether or not members of the Covenant Enforcement Committee should receive reimbursement of out-of-pocket expenses or compensation.

7.12 Meetings of Committee. The Covenant Enforcement Committee shall meet from time to time as necessary to perform its duties hereunder.

7.13 Records of Actions. The Covenant Enforcement Committee shall report in writing to the Board of Directors all final action of the Covenant Enforcement Committee, and to the Architectural Review Committee all final action concerning an appeal to the Covenant Enforcement Committee pursuant to either Section 8.11 or Section 8.19, and the Board shall keep a permanent record of such reported action.

7.14 No Liability for Committee Action. There shall be no liability imposed on the Covenant Enforcement Committee, any member of the Covenant Enforcement Committee, any authorized Covenant Enforcement Committee representative, the Enforcing District, any Tribunal or member thereof, any member of the Board of Directors, the Architectural Review Committee, any member or authorized representative of the Architectural Review Committee, or Declarant for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Covenant Enforcement Committee, if such party acted in good faith and without malice. In accordance with C.R.S. § 24-10-110, a provision of the Colorado Governmental Immunity Act found in C.R.S. § 24-10-101, *et seq.*, as amended from time to time (the **Governmental Immunity Act**), the Enforcing District shall pay the costs of defense of and settlements and judgments against a person that is or was a member of the Covenant Enforcement Committee where such costs are incurred as a result of actions that relate to the business or affairs of the Covenant Enforcement Committee under this Declaration and such person acted in good faith and in a manner a reasonable person would have believed to be in the best interests of the Enforcing District. Payment of such costs shall specifically include reasonable attorney fees, where the action lies or could lie in tort, including any such action brought pursuant to federal law in any court of the State of Colorado, but shall exclude indemnification for actions that are willful, wanton or unlawful in nature. The member of the Covenant Enforcement Committee shall also be required to comply with all relevant provisions of the Governmental Immunity Act, including but not limited to, provision of timely notice to the Enforcing District of claims in accordance with the Governmental Immunity Act. The Enforcing District shall indemnify a member of the Covenant Enforcement Committee up to, but not in excess of, the applicable limitations of the Governmental Immunity Act. The Enforcing District specifically reserves any defenses which are available to members of the Covenant Enforcement Committee under the Governmental Immunity Act or by common law. The Enforcing District does not waive its defense of sovereign immunity as to any action.

7.15 Remedies. If an Owner fails to remedy a Violation within the time period specified in the CEC Violation Notice or by the Covenant Enforcement Committee in a decision reached by the Covenant Enforcement Committee based on a hearing held pursuant to Section 7.8, the Enforcing District shall have all remedies available to it at law or in equity, including without limitation the following remedies: (a) the Enforcing District may Record a CEC Violation Notice against, and/or post the CEC Violation Notice upon, the Privately Owned Site on which the Violation exists; (b) the Enforcing District shall have the right to remove, correct or otherwise remedy any Violation of the CEC Restrictions in any manner the Enforcing District deems appropriate, which may include obtaining an injunction prohibiting a restricted use of the Privately Owned Site; (c) the Enforcing District may levy reasonable Fines for such Violation of the CEC Restrictions in accordance with the provisions of this Declaration or as may otherwise be permitted pursuant to applicable Law; and (d) the Enforcing District shall have the right to collect from such Owner, and shall have, and may (but shall not be required to) Record, a lien against the Privately Owned Site subject to the Violation of the CEC Restrictions to secure (i) payment for reimbursement by the violating Owner for any remedial work performed by the Enforcing District required to remove, correct or otherwise remedy the Violation, which amount shall be due and payable by such Owner to the Enforcing District within 10 days after written demand therefor is given by the Enforcing District to such Owner, plus (ii) interest on such amount at a rate equal to the lesser of eighteen percent (18%) per annum, or the amount as may be permitted to be charged pursuant to the provisions of applicable Law, (iii) if such amount is not paid by such Owner to the Enforcing District within five (5) days after the date upon which such amount is due and payable by such Owner, an additional charge on such amount in an amount as shall be established by the Enforcing District in the Rules and Regulations, in no case, however, to exceed the amount as shall be authorized pursuant to the provisions of applicable Law, and (iv) all costs and expenses of collecting the unpaid amount, including, without limitation, reasonable attorneys' fees. The lien may be foreclosed in any manner either allowed for foreclosure of mortgages in the State of Colorado, or as may otherwise be authorized pursuant to the provisions of applicable Law.

7.16 Rights of Enforcing District. The rights of the Enforcing District to remove, correct or otherwise remedy any Violation of the CEC Restrictions shall be in addition to all other rights and remedies which the Enforcing District may have at law, in equity or under the CEC Restrictions.

7.17 Final and Nonappealable Nature of Decisions. The Covenant Enforcement Committee shall exercise its good faith, and subjective judgment in making its decisions and determinations pursuant to this Master Declaration. All Covenant Enforcement Committee decisions shall be final and shall not be subject to appeal to the boards of the Enforcing District, the Reunion District, or the North Range District, and none of the Districts shall have the authority, power, or right to reverse or require the revision of decisions made by the Covenant Enforcement Committee.

## ARTICLE VIII ARCHITECTURAL APPROVAL

8.1 Approval of Improvements Required. The approval of the Architectural Review Committee shall be required for any Improvement to Property on any Single Family Residential Site and, if and to the extent so provided in the Supplemental Declaration covering any Apartment Site, Condominium Project Site, Commercial Site, Religious Site or Miscellaneous Use Site, then for any Improvement to Property on any such Apartment Site, Condominium Project Site, Commercial Site, Religious Site or Miscellaneous Use Site, except for any Improvement to Property made by Declarant, and except as prior approval may be waived or certain Improvements to Property may be exempted in writing or under written guidelines or rules promulgated by the Architectural Review Committee because approval in such case is not reasonably required to carry out the purposes of this Declaration. Even if the Supplemental Declaration covering any Apartment Site, Condominium Project Site, Commercial Site, Religious Site or Miscellaneous Use Site does not provide that any Improvement to Property thereon shall be subject to the approval of the Architectural Review Committee, such Site may (but shall not be required to be), in the Supplemental Declaration covering, or another Recorded document affecting, such Site, be subject to Restrictions that require the approval of any Improvement to Property on such Site by another Person, committee or other entity.

8.2 Improvement to Property Defined. Improvement to Property, requiring approval of the Architectural Review Committee, shall mean and include, without limitation, any of the following made to or on a Single Family Residential Site (and if and to the extent so provided in the Supplemental Declaration covering any Apartment Site, Condominium Project Site, Commercial Site, Religious Site or Miscellaneous Use Site, on such Apartment Site, Condominium Project Site, Commercial Site, Religious Site or Miscellaneous Use Site): (a) the construction, installation, erection or expansion of any building, structure or other Improvements, including, without limitation, Dwelling Units, Utility facilities and signs; (b) the demolition or destruction, by voluntary action, of any building, structure or other Improvements; (c) the grading, excavation, filling or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed; (d) landscaping, planting, clearing or removing of trees, shrubs, grass or perennial plants; (e) any change or removing of trees, shrubs, grass or plants; (f) the construction, installation, erection, placement or expansion of any temporary or other nonpermanent structure, improvement or facility such as, without limitation, any tent, shed, trailer or outdoor storage area or facility; and (g) any change or alteration to any previously approved Improvement to Property, including any change of exterior appearance, finish material, color or texture. Notwithstanding the forgoing, however, Improvement to Property shall, without limitation, expressly exclude any Improvement that is completely contained within the interior of any building, structure or other Improvement that is not visible from the outside of such building, structure or other Improvement.

8.3 Membership of Committee. The Architectural Review Committee shall initially consist of three (3) members, all of whom shall be appointed by the Enforcing District. Members of the Architectural Review Committee may, but need not necessarily, be Owners of Privately Owned Sites within the Annexed Area, members of the Board of Directors, members of the Covenant Enforcement Committee, representatives designated by Declarant, or architects, engineers or other design professionals. Members of the Architectural Review Committee shall be appointed by the Enforcing District at a meeting of the Board of Directors. Members of the

Architectural Review Committee may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until they resign or are removed by the Board. Unless otherwise specified in this Declaration, the vote or written consent of a majority of the members of the Architectural Review Committee shall constitute the act of the Architectural Review Committee. The Enforcing District may at any time, and from time to time, change the authorized number of members of the Architectural Review Committee, but the number of members shall always be an odd number and shall not be less than three (3). At any time that the Architectural Review Committee shall not then be in existence, all powers, duties and obligations of the Architectural Review Committee under this Declaration shall instead be exercised or performed by the Enforcing District, or, if so elected by the Board of Directors, by a Tribunal appointed by the Board of Directors as may be provided in the Rules and Regulations.

8.4 Address of ARC. The address of the Architectural Review Committee shall be that of the address of the Enforcing District as provided in Section 4.6.

8.5 Required Approval by any Neighborhood Architectural Review Committee. In addition to approval of Improvements to Property by the Architectural Review Committee of the Enforcing District, approval of Improvements to Property shall also be required by the architectural committee of any Neighborhood Association if and to the extent set forth in the Neighborhood Declaration creating such Neighborhood Association.

8.6 Submission of Plans. Prior to commencement of work to accomplish any proposed Improvement to Property, the Person proposing to make such Improvement to Property (**Applicant**) shall submit to the Architectural Review Committee at its offices such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors as the Architectural Review Committee shall reasonably request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property. The Applicant shall be entitled to receive a receipt for the same from the Architectural Review Committee or its authorized agent. The Architectural Review Committee may require submission of additional plans, specifications or other information prior to approving or disapproving the proposed Improvement to Property. Without limiting the generality of the foregoing, if any plans or other materials submitted by an Applicant are incomplete, illegible, or incomprehensible, the Architectural Review Committee may require that modified plans or materials be submitted by the Applicant to correct the insufficiencies in the plans or materials so submitted, and in those instances where a proposed Improvement to Property is of sufficient complexity or scope (such as, by way of example but not of limitation, a proposed addition to an existing Dwelling Unit), the Architectural Review Committee may require that the Applicant submit plans and materials for such Improvement to Property that have been professionally prepared. Until receipt by the Architectural Review Committee of all required materials in connection with the proposed Improvement to Property, the Architectural Review Committee may postpone review of any materials submitted for approval by a particular Applicant. Additionally, all obligations of the Architectural Review Committee hereunder to review and approve all such plans, specifications and other materials with respect to a proposed Improvement to Property (but not the Applicant's obligation to obtain the Architectural Review Committee's approval thereof) shall be suspended during the period of time in which the

Applicant shall be in default under the provisions of Articles VI, VII or VIII of this Declaration, and such default shall remain uncured by the Applicant, with respect to such Privately Owned Site.

8.7 Criteria for Approval. The Architectural Review Committee shall approve any proposed Improvement to Property only if it deems in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Annexed Area and Reunion as a whole; that the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Annexed Area and Reunion; that the Improvement to Property will not detract from the beauty, wholesomeness and attractiveness of the Annexed Area or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Enforcing District. The Architectural Review Committee may condition its approval of any proposed Improvement to Property upon the making of such changes therein as the Architectural Review Committee may deem appropriate.

8.8 ARC Committee Guidelines or Rules. The Architectural Review Committee may issue guidelines or rules relating to the procedures, materials to be submitted, design requirements or standards and additional factors which will be taken into consideration in connection with the approval of any proposed Improvement to Property. Such guidelines or rules may specify circumstances under which the strict application of the ARC Restrictions will be waived or deemed waived in whole or in part because strict application of such ARC Restrictions would be unreasonable or unduly harsh under the circumstances or for other reasons determined by the Architectural Review Committee. Such guidelines or rules may waive the requirement for approval of certain Improvements to Property or exempt certain Improvements to Property from the requirement for approval, if such approval is not reasonably required to carry out the purposes of this Declaration.

8.9 ARC Fees and Expenses. All expenses of the Architectural Review Committee shall be paid by the Enforcing District with revenues derived by the Enforcing District from the Annexed Area. The Architectural Review Committee may, in its guidelines or rules, provide for the payment of a fee to accompany each request for approval of any proposed Improvement to Property to help defray the expenses of the Architectural Review Committee's operation. The Architectural Review Committee may provide that the amount of such fee shall be uniform for similar types of any proposed Improvement to Property or that the fee shall be determined in any other reasonable manner, such as based on the estimated cost of the proposed Improvement to Property. Notwithstanding the foregoing, however, in those cases where a proposed Improvement to Property is complex, detailed or of a special technical nature, such that the Architectural Review Committee is not able to evaluate such Improvement to Property without additional professional assistance, the Architectural Review Committee may charge a special fee to the Applicant to cover the additional costs incurred by the Architectural Review Committee in connection therewith, including, without limitation, the fees charged by any such professional engaged by the Architectural Review Committee. The Enforcing District or the Manager hired by the Enforcing District shall provide the Architectural Review Committee with staff or the holding of committee meetings and assistance with other administrative needs, at the Enforcing

District's cost and expense, as it deems reasonably necessary from time to time.

8.10 Decision of Committee. The decision of the Architectural Review Committee shall be made within thirty (30) days after the date the Architectural Review Committee receives all materials (including, without limitation, any additional or corrected plans or materials that may be required by the Architectural Review Committee as provided in Section 8.6) required by the Architectural Review Committee, unless such time period is extended by mutual agreement. The decision shall be in writing and, if the decision is to disapprove a proposed Improvement to Property, the reasons therefor shall be stated. The decision of the Architectural Review Committee shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Architectural Review Committee.

8.11 Appeal to Covenant Enforcement Committee. If the Architectural Review Committee denies, imposes conditions on, or disapproves a proposed Improvement to Property, the Applicant may appeal to the Covenant Enforcement Committee by giving written notice of such appeal to the Covenant Enforcement Committee and the Architectural Review Committee within twenty (20) days after notice of such denial or refusal is given to the Applicant. The Covenant Enforcement Committee shall hear the appeal in accordance with the provisions of the Rules and Regulations for Notice and Hearing, and the Covenant Enforcement Committee shall decide whether or not the proposed Improvement to Property or the conditions imposed by the Architectural Review Committee shall be approved, disapproved or modified.

8.12 Failure of Committee to Act on Plans. Any request for approval of a proposed Improvement to Property shall be deemed disapproved unless notice of approval or conditional approval or a request for additional information or materials is transmitted to the Applicant by the Architectural Review Committee within thirty (30) days after the date the Architectural Review Committee receives all required materials.

8.13 Obtaining Governmental Approvals. Applicant shall obtain, prior to commencement of construction of any Improvements to Property, all permits, licenses, certificates, consents and any other approvals necessary or required pursuant to any law, ordinance, resolution, order, rule or regulation of any governmental authority having jurisdiction (***Governmental Approvals***) in order for Applicant to construct, operate and maintain the Improvements to Property. The Governmental Approvals shall be deemed to include, but not be limited to, building approvals by the City. Notwithstanding the foregoing, however, to the extent that the approval of the Architectural Review Committee is required to be obtained for a particular Improvement to Property, the Owner desiring to make such Improvement to Property shall not, unless otherwise allowed in writing by the Architectural Review Committee, either (a) apply for a building permit for such Improvement to Property from the City or other applicable governmental entity having jurisdiction until the approval by the Architectural Review Committee for such Improvement to the Property has been obtained; and (b) apply for a certificate of occupancy for such Improvement to Property from the City or other applicable governmental authority having jurisdiction until either the Architectural Review Committee has given, or pursuant to Section 8.18, is deemed to have given, its acknowledgement that such Improvement to Property was done in compliance with the requirements of this Declaration.



8.14 Prosecution of Work After Approval. After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed Improvement to Property as approved by the Architectural Review Committee, any materials submitted to the Architectural Review Committee in connection with the proposed Improvement to Property as approved by the Architectural Review Committee, any conditions imposed by the Architectural Review Committee and in compliance with the Restrictions contained in this Declaration. Failure to complete any proposed Improvement to Property within one (1) year after the date work is commenced or to complete the Improvement to Property in accordance with the description and materials furnished to, and the conditions imposed by, the Architectural Review Committee, shall constitute a Violation of this Article. If, after the same have been approved by the Architectural Review Committee, an Applicant makes any changes or alterations to any plans, descriptions or materials approved by the Architectural Review Committee for an Improvement to Property, such changes or alterations shall be subject to the review and approval of the Architectural Review Committee in accordance with this Article VIII.

8.15 Notice of Completion. Upon completion of the Improvement to Property, the Applicant shall give written Notice of Completion to the Architectural Review Committee. Until the date of receipt of a Notice of Completion, the Architectural Review Committee shall not be deemed to have notice of completion of such Improvement to Property.

8.16 Inspection of Work. The Architectural Review Committee or its duly authorized representative shall have the right to inspect any Improvement to Property prior to or after completion; provided that the right of inspection shall terminate sixty (60) days after the Architectural Review Committee receives a Notice of Completion from the Applicant.

8.17 Notice of Noncompliance. If, as a result of inspections or otherwise, the Architectural Review Committee finds that a Violation (including, without limitation, a Violation consisting of a failure to obtain the approval of the Architectural Review Committee of an Improvement to Property, where such approval is required under this Declaration, even if such Improvement to Property complies with the applicable guidelines or rules adopted by the Architectural Review Committee) exists with respect to a particular Improvement to Property, the Architectural Review Committee shall notify the Applicant in writing of the noncompliance (*Notice of Noncompliance*). The notice shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

8.18 Appeal to Covenant Enforcement Committee of Finding of Noncompliance. If the Architectural Review Committee gives any Notice of Noncompliance, the Applicant may appeal to the Covenant Enforcement Committee by giving written notice of such appeal to the Covenant Enforcement Committee and the Architectural Review Committee within thirty (30) days after receipt by the Applicant of the Notice of Noncompliance. If, after a Notice of Noncompliance, the Applicant fails to commence diligently to remedy such noncompliance, the Architectural Review Committee shall request a finding of noncompliance by the Covenant Enforcement Committee by giving written notice of such request to the Covenant Enforcement Committee and

the Applicant within thirty (30) days after delivery to the Applicant of a Notice of Noncompliance. In either event, the Covenant Enforcement Committee shall hear the matter in accordance with the provisions of the Rules and Regulations for Notice and Hearing, and the Covenant Enforcement Committee shall decide whether or not there has been such noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

8.19 Correction of Noncompliance. In those cases where a hearing is requested pursuant to Section 8.19 regarding a Notice of Noncompliance, if the Covenant Enforcement Committee determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days after the date of receipt by the Applicant of the ruling of the Covenant Enforcement Committee. In those cases where the Architectural Review Committee issues a Notice of Noncompliance but no hearing is requested pursuant to Section 8.19 regarding such Notice of Noncompliance, the Applicant shall remedy or remove the noncompliance within a period of not more than forty-five (45) days after the date of receipt by the Applicant of such Notice of Noncompliance. If the Applicant does not comply with the Covenant Enforcement Committee ruling, or with the Notice of Noncompliance where no such hearing was requested, as the case may be, within the respective period set forth above, the Enforcing District may, at its option, record a Notice of Noncompliance against, and/or post the Notice of Noncompliance upon, the real property on which the noncompliance exists, may, consistent with Section 7.15, enter upon the property and remove the noncompliant Improvement to Property, or may otherwise remedy the noncompliance by taking such actions as the Enforcing District determines are necessary or desirable, and the Applicant shall reimburse the Enforcing District, upon demand, for all expenses incurred in connection therewith. The right of the Enforcing District to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Enforcing District may have at law, in equity, or under this Declaration. The Applicant and Owner of the real property on which the noncompliance exists shall have no Claim on account of the entry upon such entry upon the property and the removal of the non-complying Improvement therefrom.

8.20 No Implied Waiver or Estoppel. No action or failure to act by the Architectural Review Committee or by the Covenant Enforcement Committee, shall constitute a waiver or estoppel with respect to future action by the Architectural Review Committee or the Covenant Enforcement Committee, with respect to any Improvement to Property. Specifically, the approval by the Architectural Review Committee of any Improvement to Property shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar Improvement to Property or any similar proposals, plans, specifications or other materials submitted with respect to any other Improvement to Property.

8.21 Committee Power to Grant Variances. The Architectural Review Committee may authorize variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the

members of the Architectural Review Committee or by its authorized representative. If any such variance is granted, no violation of the provisions of this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that no variance shall operate to waive any of the provisions of this Declaration or any Supplemental Declaration for any purpose except as to the particular property and particular provision covered by the variance, nor shall the granting of any variance affect the jurisdiction of any architectural control committee of a Neighborhood Association or committee created by a Supplemental Declaration or a Neighborhood Declaration, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental Laws affecting the property concerned, including, but not limited to, the PUD Zone Document and zoning ordinances and setback lines and other requirements imposed by any governmental authority having jurisdiction.

8.22 Authorized Representative. The powers and duties of the Architectural Review Committee may be delegated to one or more authorized representatives, who shall have the power to review and approve or disapprove proposed Improvements to Property and to grant variances and exemptions. Notwithstanding the foregoing, the authorized representative shall not have the authority to change the policies and guidelines of the Architectural Review Committee. The Architectural Review Committee may, from time to time, by resolution in writing adopted by a majority of the members, designate an authorized representative or representatives (who may, but need not, be members of the Architectural Review Committee). The action of such authorized representative or the written consent or the vote of a majority of the members of the Architectural Review Committee shall constitute the action of the Architectural Review Committee.

8.23 Compensation of Members. The Board of Directors shall determine whether or not members of the Architectural Review Committee should receive reimbursement of out-of-pocket expenses or compensation.

8.24 Meetings of Committee. The Architectural Review Committee shall meet from time to time as necessary to perform its duties hereunder.

8.25 Records of Actions. The Architectural Review Committee shall report in writing to the Enforcing District and the Covenant Enforcement Committee all final action of the Architectural Review Committee, and the Enforcing District shall keep a permanent record of such reported action.

8.26 No Liability for Committee Action. There shall be no liability imposed on the Architectural Review Committee, any member of the Architectural Review Committee, any authorized Architectural Review Committee representative, the Enforcing District, any Tribunal or member thereof, any member of the Board of Directors of the Enforcing District, the Covenant Enforcement Committee, any member or authorized representative of the Covenant Enforcement Committee, or Declarant for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Architectural Review Committee, if such party acted in good faith and without malice. In reviewing any matter, the Architectural Review Committee

shall not be responsible for passing on safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations nor shall its approval of an Improvement to Property be deemed approval of such matters. In accordance with C.R.S. § 24-10-110 of the Governmental Immunity Act, the Enforcing District shall pay the costs of defense of and settlements and judgments against a person that is or was a member of the Architectural Review Committee where such costs are incurred as a result of actions that relate to the business or affairs of the Architectural Review Committee under this Declaration and such person acted in good faith and in a manner a reasonable person would have believed to be in the best interests of the Enforcing District. Payment of such costs shall specifically include reasonable attorney fees, where the action lies or could lie in tort, including any such action brought pursuant to federal law in any court of the State of Colorado, but shall exclude indemnification for actions that are willful, wanton or unlawful in nature. The member of the Architectural Review Committee shall also be required to comply with all relevant provisions of the Governmental Immunity Act, including but not limited to, provision of timely notice to the Enforcing District of claims in accordance with the Governmental Immunity Act. The Enforcing District shall indemnify a member of the Architectural Review Committee up to, but not in excess of, the applicable limitations of the Governmental Immunity Act. The Enforcing District specifically reserves any defenses which are available to members of the Architectural Review Committee under the Governmental Immunity Act or by common law. The Enforcing District does not waive its defense of sovereign immunity as to any action.

8.27 Construction Period Exception. During the course of actual construction of any permitted structure or Improvement to Property, and provided that construction is proceeding with due diligence, the Architectural Review Committee shall temporarily suspend the provisions contained in this Declaration as to the property upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that, during the course of any such construction, nothing is done which will result in a Violation of any of the Restrictions in this Declaration upon completion of construction, and nothing is done which will constitute a nuisance or unreasonable interference with the use and enjoyment of other property. In the case of (a) any Improvement to Property that is anticipated will require in excess of 180 days to complete (such as, by way of example but not of limitation, major construction projects, renovations, demolitions and extensive landscaping projects) during which any condition shall exist on the property on which the Improvement to Property is being made which will not comply with the provisions of this Declaration, or (b) any Improvement to Property where a condition shall exist on the property on which the Improvement to Property is being made which does not comply with the provisions of this Declaration and such condition shall exist for a period of at least 180 days, then, in either such case, the Architectural Review Committee, the Covenant Enforcement Committee or the Enforcing District shall have the right to require that such property be enclosed by fencing or other appropriate screening approved by the Architectural Review Committee in a manner as shall reduce the impact of such condition on nearby Privately Owned Sites.

## ARTICLE IX EASEMENTS

9.1 Easement for Encroachments. If any portion of an Improvement encroaches upon

any Common Area, or upon any adjoining Privately Owned Site, whether as a result of construction of any Improvements (including, without limitation, as a result of errors in architectural design or construction), or reconstruction, repair, shifting, settlement, or movement of such Improvements, a valid non-exclusive easement on the surface and for subsurface support below such surface and for the maintenance of the same, so long as such Improvement stands, shall and does exist for such encroachment; provided, however, that no such easement shall be deemed to exist for an encroachment of Improvements from a Privately Owned Site upon any other Privately Owned Site or Common Area when such encroachment is negligently or willfully created.

9.2 Performance Easement. A NON-EXCLUSIVE EASEMENT TO EXERCISE THEIR RESPECTIVE RIGHTS AND TO PERFORM THEIR RESPECTIVE OBLIGATIONS PURSUANT TO THIS DECLARATION IS HEREBY RESERVED AND GRANTED TO EACH OF DECLARANT, THE ENFORCING DISTRICT, THE REUNION DISTRICT, THE COVENANT ENFORCEMENT COMMITTEE, AND THE ARCHITECTURAL REVIEW COMMITTEE, AND THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES, OFFICERS, AGENTS, EMPLOYEES AND ASSIGNS, UPON, ACROSS, OVER, IN AND UNDER THE ANNEXED AREA, TOGETHER WITH THE RIGHT TO MAKE SUCH USE OF THE ANNEXED AREA AS MAY BE NECESSARY OR APPROPRIATE IN CARRYING OUT SUCH RIGHTS OR OBLIGATIONS; PROVIDED, HOWEVER, THAT THE FOREGOING EASEMENT SHALL NOT APPLY TO THE INTERIOR OF ANY BUILDING LOCATED UPON A PRIVATELY OWNED SITE WITHIN THE ANNEXED AREA, AND ALL PERSONS PERFORMING SUCH ACTIONS SHALL USE REASONABLE EFFORTS TO MINIMIZE INTERFERENCE WITH THE USE AND ENJOYMENT OF SUCH PRIVATELY OWNED SITE BY THE OWNER THEREOF, AND SUCH OWNER'S RELATED USERS, WHEN PERFORMING SUCH ACTIONS.

9.3 Utilities. Declarant hereby creates and reserves to itself until the expiration of the Period of Development, and, thereafter, to the Enforcing District, a blanket non-exclusive easement upon, across, over, in and under the Annexed Area for the installation, operation, replacement, repair and maintenance of utilities and facilities therefor and other appurtenances thereto and improvements therefor, including, but not limited to, water, sanitary sewer, storm sewer, surface drainage, gas and other energy services, telephone, electricity and cable television, fiber optic and other telecommunication services; provided, however, that the foregoing easement shall not apply to any portion of a Privately Owned Site (a) upon which is located any building which has been constructed in a manner consistent with the provisions of this Declaration and of the applicable Supplemental Declaration for such Site, (b) if no such building has actually been constructed on such Privately Owned Site, upon which any building may be constructed pursuant to any plans for such building on such Privately Owned Site which shall have been approved by either Declarant or the Architectural Review Committee (to the extent the Architectural Review Committee is empowered to review and approve such plans pursuant to the provisions hereof), or (c) if no such building has actually been constructed on such Privately Owned Site, and if no such plans have theretofore been approved by either Declarant or the Architectural Review Committee, upon which a building may be constructed pursuant to the setback requirements and other applicable requirements of zoning Laws which shall apply to such Privately Owned Site. By virtue of such blanket easement, it shall be expressly permissible to erect and maintain the

necessary facilities, equipment and appurtenances on the Annexed Area and to affix, repair, maintain and replace water and sanitary and storm sewer pipes, surface drainage improvements, gas, electric, telephone, fiber optic and television wires, cables, circuits, conduits and meters. If any Utility or quasi-Utility company furnishing a service covered by the general easement created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement upon, across, over or under any part or all of the Annexed Area (other than any portion thereof upon which is located a building as set forth above) without conflicting with the terms hereof; provided, however, that such right and authority shall be transferred and shall devolve upon the Enforcing District upon the expiration of the Period of Development. The easement provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Annexed Area.

9.4 Common Areas. The following disclosures are made, and easements established, with respect to the Common Area and Common Area Facilities:

(a) Common Area Easements. Declarant hereby declares, establishes, grants, and reserves to itself, to the Enforcing District, the North Range District, the Reunion District, and the District Parties, a nonexclusive easement over the Annexed Area for (i) performing every act necessary and proper for the operation and use of the Common Area Facilities, (ii) the effect on such Privately Owned Site of one or more of the risks disclosed hereby as one of the Common Area Risks, (iii) light, noise, and sound emanating from the operation and use of the Common Area Facilities for their intended uses and purposes, and (iv) overspray in connection with the watering or fertilizing of the Common Area Facilities.

(b) Common Area Risks. Portions of the Annexed Area adjoin, are adjacent to, border, or are otherwise in the vicinity of the Common Area Facilities and are subject to the Common Area Risks. Each Owner and each Occupant, by acceptance of a deed to a Privately Owned Site or the use or occupancy of a Dwelling Unit in the Annexed Area (i) assumes, and agrees to accept, the Common Area Risks, (ii) acknowledges that portions of the Annexed Area adjoin, are adjacent to, are affected by, border, or are otherwise in the vicinity of the Common Area Facilities and are subject to the Common Area Risks, (iii) discharges and releases the Benefited Parties from all Claims, (iv) waives all Claims against the Benefited Parties, and (v) covenants and agrees that it will not assert, institute, maintain, or prosecute any action, Arbitration, civil action, or other proceeding against the Benefited Parties based upon, for, or on account of any Claim. The foregoing covenant not to sue, discharge, release, and waive Claims are made by each Owner and Occupant to the fullest extent permitted by the law and for, and on behalf of itself, its assigns, executors, heirs, guests, invitees, lessees, Occupants, personal representatives, representatives, Residents.

9.5 Easements Deemed Created. The easements and rights herein created for an Owner shall be appurtenant to the Privately Owned Site of that Owner and all conveyances of and other instruments affecting title to a Privately Owned Site shall be deemed to grant and reserve the easements and rights as are provided for herein, even though no specific reference to such easements appears in any such conveyance. The easements and rights herein created for the benefit of the Declarant, the Reunion District, the North Range District, or the Enforcing District, shall be binding upon and inure to the benefit of the party to or for whom the same is granted or

reserved as provided above, and all conveyances of and other instruments affecting title to a Privately Owned Site shall be deemed to grant and reserve such easements and rights as are provided for herein, even though no specific reference to such easements appears in any such conveyance.

9.6 Recorded Easements. In addition to all easements and rights-of-way of Record at, or before Recordation of this Declaration, the Annexed Area and all portions thereof shall be subject to the easements shown in any Plat of the Annexed Area or any portion thereof. Further, portions of the Annexed Area are now, or may hereafter be subject to the easements, licenses, and/or other Recorded documents, or any of them, set forth in Exhibit B to this Declaration.

## ARTICLE X MISCELLANEOUS

10.1 Term of Declaration. Unless amended as herein provided, each provision contained in this Declaration which is subject to the laws or rules sometimes referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints on alienation shall continue and remain in full force and effect for the period of twenty-one (21) years following the death of the survivor of Patrick Hamill, Brandon Wyszynski, and Bruce Rau and the now living children of said Persons, or until this Declaration is terminated as hereinafter provided, whichever first occurs. Unless amended as herein provided, all other provisions and Restrictions contained in this Declaration shall be effective until December 31, 2064, and, thereafter, shall be automatically extended for successive periods often (10) years each unless terminated by a written and Recorded instrument containing the consents of the Record Owners of at least sixty-seven percent (67%) of the Privately Owned Sites then within the Annexed Area and, if the consent of Declarant to such termination is required pursuant to Section 10.5, containing the consent of Declarant to such termination. Additionally, if any Government Mortgage Agency then holds, insures or guarantees any First Mortgage encumbering a Privately Owned Site then within the Annexed Area, and if to the extent that such Government Mortgage Agency then requires that its approval of such termination be obtained, then any such termination shall also be subject to the approval of such Government Mortgage Agency, to the extent so required by it.

10.2 Amendment of Declaration by Declarant. Declarant hereby reserves and is granted the right and power from time to time to make and, where required, to Record technical amendments to this Declaration at any time prior to the expiration of the Period of Development, for the purposes of (a) correcting spelling, grammar, dates, cross references, typographical errors or other similar technical errors, or as may otherwise be required to clarify the meaning of any provision of this Declaration, or (b) to conform this Declaration to the requirements of applicable Law if and to the extent that any Restrictions contained in this Declaration do not comply with the requirements of applicable Law.

10.3 Amendment of Declaration by Owners. Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of others, any Restriction contained in this Declaration may be amended or repealed at any time and from time to time by a written and Recorded instrument containing the consents of



the Record Owners of at least sixty-seven percent (67%) of the Privately Owned Sites then within the Annexed Area and, if the consent of Declarant to such amendment is required pursuant to Section 10.5, containing the consent of Declarant to such amendment. Additionally, if any Government Mortgage Agency then holds, insures or guarantees any First Mortgage encumbering a Privately Owned Site then within the Annexed Area, and if to the extent that such Government Mortgage Agency then requires that its approval of such amendment be obtained, then any such amendment shall also be subject to the approval of such Government Mortgage Agency, to the extent so required by it.

10.4 Government Mortgage Agency Amendments. Notwithstanding anything to the contrary contained in this Declaration, if Declarant shall determine that any amendments to this Declaration shall be necessary in order for existing or future mortgages, deeds of trust or other security instruments encumbering or to encumber any portion of the Annexed Area to be acceptable to any of the Government Mortgage Agencies, then, subject to the following sentence of this Section, Declarant shall have and hereby specifically reserves the right and power to make and execute any such amendments without obtaining the approval of any Owners, the Enforcing District or any Mortgagee. Each such amendment of this Declaration shall be made, if at all, by Declarant prior to the expiration of the Period of Development, and each such amendment must contain thereon the written approval of the applicable Government Mortgage Agency, but only if and to the extent that such written approval thereon is required by such Government Mortgage Agency.

10.5 Required Consent of Declarant to Amendment or Termination. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment, repeal or termination of any provision of this Declaration shall not be effective unless Declarant has given its written consent to such amendment, repeal or termination, which consent shall be evidenced by the execution by Declarant of any certificate of amendment, repeal or termination. The foregoing requirement for consent of Declarant to any amendment, repeal or termination shall terminate upon the expiration of the Period of Development.

10.6 First Mortgagee Exemption from Rights of First Refusal. Any First Mortgagee who obtains title to any Privately Owned Site within the Annexed Area pursuant to the remedies provided in the First Mortgage held by such First Mortgagee or pursuant to any foreclosure of the First Mortgage or by deed or assignment in lieu of foreclosure shall be exempt from any right of first refusal if any such right of first refusal is ever contained in this Declaration.

10.7 Agreements with Government Mortgage Agencies. The Enforcing District may enter into such contracts or agreements on behalf of the Enforcing District as may be required in order to satisfy the requirements or guidelines of any Government Mortgage Agency so as to allow for the purchase, guarantee or insurance, as the case may be, by a Government Mortgage Agency of First Mortgages encumbering Privately Owned Sites within the Annexed Area. Each Owner hereby agrees that it will benefit the Enforcing District and the Owners, as a class of potential mortgage borrowers and potential sellers of Privately Owned Sites within the Annexed Area, if Government Mortgage Agencies approve the Annexed Area or parts thereof as qualifying under their respective policies, rules and regulations as adopted from time to time.

10.8 Enforcing District Right to Security Interest Information. Each Owner hereby authorizes any First Mortgagee holding a First Mortgage on such Owner's Privately Owned Site within the Annexed Area to furnish information to the Enforcing District concerning the status of such First Mortgage and the loan which it secures.

10.9 Evidence of Required Approvals. Whenever the validity of any amendment to or termination of this Declaration is conditioned upon the consent of Declarant and/or approval by one or more Government Mortgage Agencies, the Recorded document implementing the amendment or termination shall contain both the consent of Declarant thereon (to the extent required hereby) and a certification by the Enforcing District that the approvals by such Government Mortgage Agencies were obtained. The Enforcing District shall keep on file in the offices of the Enforcing District such proxies, letters, minutes of meetings or other documentation as may be required to evidence compliance with applicable approval requirements, but the consent of Declarant (if so required) and the Enforcing District's certificate on the Recorded instrument shall be sufficient public notice of compliance.

10.10 Notices. Any notice (a *Notice*) permitted or required to be given under this Declaration shall be in writing and shall be deemed properly given and received on the earlier of: (a) when actually received if delivered personally, by messenger service, by e-mail delivery (but only in the case where the notice recipient has indicated its desire pursuant to Section 4.6 to receive notices from the Enforcing District by e-mail delivery by registering its e-mail address with the Enforcing District) or otherwise; (b) on the next business day after deposit for delivery (specifying next day delivery) with any recognized overnight courier service; or (c) three (3) business days after mailing, by registered or certified mail, return receipt requested. All such Notices shall be furnished with delivery or postage charges, if any, paid, addressed (which term, for purposes of this Section 10.10, shall include the e-mail address in the case of a Notice given by e-mail) as follows: (i) to the Declarant, the Enforcing District, the Covenant Enforcement District, or the Architectural Review Committee at the respective address set forth in Sections 4.6, 7.2, or 8.4, or at such other address as may be specified in an instrument of Record which refers to this Declaration and sets forth a new address expressly for the purpose of giving notice under this Declaration; and (ii) to an Owner of a Privately Owned Site at the address for such Person in the Register of Addresses; provided, however, that if the Enforcing District does not provide an address for an Owner or Declarant to any Person following a request therefor in accordance with Section 4.6, then Notice to such Person may be given in any manner in which Notice is permitted to be given to a Person under the Law of the State of Colorado in connection with the foreclosure of mortgages, including publication. Each Owner shall give Notice to the Enforcing District of its mailing or street address or e-mail and, with each change of its address, shall give Notice of such change promptly, in the manner provided for giving Notice to the Enforcing District in this Section 10.10.

10.11 Violations Constitute a Nuisance. Any Violation of any Restriction contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration.

10.12 Enforcement by Self Help. Declarant, the Architectural Review Committee, the Covenant Enforcement Committee or the Enforcing District, or any authorized agent of any of them, may enforce, by self-help, any of the Restrictions contained in this Declaration, provided such self-help is (except in the event of an Emergency Situation) preceded by Notice and Hearing as set forth in the Rules and Regulations. An ***Emergency Situation*** shall mean a situation in which prompt action is required to be taken in order to prevent or to reduce the effect of any imminent or threatened damage or harm to person or property, to preserve property or to prevent or minimize the effects of any negative impacts on surrounding property from any condition existing on the property upon which the entry is to occur. Any such self-help by Declarant, the Architectural Review Committee, the Covenant Enforcement Committee or the Enforcing District may include entering upon the respective property and taking such actions as Declarant, the Architectural Review Committee, the Covenant Enforcement Committee or the Enforcing District, as the case may be, determines are necessary or desirable to cause compliance with this Declaration, all without liability to the Owner of the affected property and without any further notice or opportunity to cure afforded to such Owner, in which case Declarant, the Architectural Review Committee, the Covenant Enforcement Committee or the Enforcing District, as the case may be, shall be entitled to recover from such Owner, in addition to all other amounts to which Declarant, the Architectural Review Committee, the Covenant Enforcement Committee or the Enforcing District, as the case may be, shall be entitled, all costs and expenses incurred by Declarant, the Architectural Review Committee, the Covenant Enforcement Committee or the Enforcing District, as the case may be, in so doing. EACH OF DECLARANT, THE ARCHITECTURAL REVIEW COMMITTEE, THE COVENANT ENFORCEMENT COMMITTEE AND THE ENFORCING DISTRICT SHALL HAVE A NON-EXCLUSIVE EASEMENT, AS IS MORE PARTICULARLY PROVIDED IN SECTION 9.2, OVER AND ACROSS EACH PRIVATELY OWNED SITE WITHIN THE ANNEXED AREA AS SHALL REASONABLY BE NECESSARY FOR THE DECLARANT, THE ARCHITECTURAL REVIEW COMMITTEE, THE COVENANT ENFORCEMENT COMMITTEE OR THE ENFORCING DISTRICT, OR ANY AUTHORIZED AGENT OF ANY OF THEM, AS THE CASE MAY BE, TO EXERCISE ITS RIGHTS UNDER THIS SECTION.

10.13 Violations of Law. Any violation of any federal, state, municipal or local law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any property within the Annexed Area, is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

10.14 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

10.15 Costs and Attorneys' Fees. If Declarant or the Enforcing District commences an action or Arbitration proceeding to enforce any of the terms of this Declaration and the arbitrator or judge in such proceeding determines that Declarant or the Enforcing District is the substantially prevailing party, then the parties to such proceeding shall request the court or arbitrator to award Declarant or the Enforcing District its costs and reasonable attorneys' fees incurred by it in such proceeding.

10.16 Limitation on Liability. Except as may otherwise be provided by law, the Enforcing District, the Board of Directors, the Directors, the District Parties, the Districts, the Officers, the Principal Builders, the Architectural Review Committee, the Covenant Enforcement Committee, Declarant, or any officer, director, agent or employee of any of the same, shall not be liable to any Person for any action or for any failure to act if the action or failure to act was in good faith and without malice.

10.17 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant, the Directors, the District Parties, the Districts, the Officers, and the Principal Builders and their respective agents, consultants, directors, officers, and shareholders have not made, and by this Declaration do not make, and hereby disclaim, any representation or warranty of any kind, nature, or type (including expressed or implied representations and warranties), regarding any portion of Reunion (including, without limitation, the Annexed Area), or any Improvement thereon, as to its or their physical condition, zoning, compliance with applicable laws, or fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, costs of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in a writing signed by Declarant. ANY AND ALL WARRANTIES WITH RESPECT TO ANY PORTION OF REUNION, (INCLUDING, WITHOUT LIMITATION, THE ANNEXED AREA) AND ANY IMPROVEMENTS THEREON, EXPRESS OR IMPLIED, WHETHER ARISING UNDER FEDERAL OR STATE LAW, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OR MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY DISCLAIMED.

10.18 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes of this Declaration.

10.19 Governing Law. This Declaration, the Governing Documents, and the rights of the Benefited Parties (including Declarant and the Enforcing District), Occupants, Owners, and Residents shall be construed and governed under the laws of the State of Colorado.

10.20 Severability. If any court or arbiter concludes that any condition or covenant is invalid or void, then Declarant, Occupants, Owners, and the Enforcing District, as the case may be, shall (a) reform such condition or covenant in a manner that will result in its being binding and valid, and (b) deem said condition or covenant severable from the remainder of this Agreement that does not affect any other condition or covenant of this Declaration. No covenant or other provision specified in this Declaration shall be invalid due to its scope or breadth. If a court concludes that such provision is invalid, then the Persons affected by such conclusion shall deem it valid and applicable to the extent of the scope or breadth permitted by law.

10.21 Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

10.22 Captions for Convenience. The titles, headings and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in

construing any of the provisions of this Declaration.

10.23 Inconsistencies Between Instruments. In the event of any inconsistency between this Declaration and the Plat, this Declaration shall control. If there is a conflict between this Declaration and a Supplemental Declaration or a Neighborhood Declaration, the more restrictive provision shall control unless that would result in a direct violation of this Declaration, in which case this Declaration shall control. The fact that a Supplemental Declaration or a Neighborhood Declaration contains provisions which are different from or in addition to the provisions of this Declaration shall not, by itself, be deemed to be a conflict and, whenever possible, both documents shall be given full force and effect.

10.24 Computation of Time. In the computation of time from a specified date to a later specified date, the word *from* means *from and including*; the words *to* and *until* each mean *to but excluding*; and the word *through* means *to and including*. Unless otherwise specified, all references in this Declaration to times of day shall be references to time in Denver, Colorado (daylight or standard, as applicable). The term *business day* means any day other than a Saturday, a Sunday, or other nationally recognized holiday. If any date upon which performance of a term, covenant, or provision of this Declaration is to occur is a date other than a business day, then the date for such performance shall be extended to the next succeeding business day.

10.25 Construction of Terms. The definitions of terms in this Declaration shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The parties shall construe, deem, and interpret (a) the words *include*, *includes*, and *including* as being followed by the phrase *without limitation*, (b) the word *will* as having the same meaning and effect as the word *shall*, (c) any definition of, or reference to, this Declaration or other agreement, document, or instrument as referring to this Declaration or other agreement, document, or instrument as amended, supplemented, or otherwise modified, (d) any reference in this Declaration to any Person as including the assigns, representatives, and successors of such Person, (e) references in this Declaration to articles, sections, and attachments as referring to the articles and sections of, and attachments to, this Declaration, (f) references to any law as referring to all statutory and regulatory provisions amending, consolidating, interpreting, replacing, or supplementing such law and any reference to any law or regulation as referring to such law or regulation as amended, modified, or supplemented from time to time, and (g) article, attachment, and section headings in this Declaration as being for convenience of reference only and not affecting its interpretation or meaning.

10.26 Governmental Immunity. No Person shall construe or interpret this Declaration as a limitation, modification, or waiver, in whole or in part, of any governmental immunity that may be (a) afforded, or available, by law to the Enforcing District, the North Range District, the Reunion District, District, Subdistrict, Directors, members of the Covenant Enforcement Committee, members of the Architectural Review Committee, members of Tribunals, and Officers, or Persons acting on their behalf and (b) afforded, or available, to public entities and public employees pursuant to the Colorado Governmental Immunity Act, C.R.S §§ 24-10-101, *et seq.*

10.27 Interpretation of Master Declaration. Except for judicial construction, the Enforcing District shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the construction or interpretation of the provisions of this Declaration by the Enforcing District shall be binding, conclusive, and final as to all Persons and property benefited or bound by the covenants and the provisions of this Declaration.

10.28 References in Deeds. Deeds to and instruments affecting any part of the Annexed Area may contain the provisions specified in this Declaration by reference to this aster Declaration, but regardless of whether any such reference is made in any deed or instrument, each and all of the conditions, covenants, easements, reservations, and restrictions specified in this Declaration shall bind all Persons claiming through any deed or other instrument and its assigns and successors.

10.29 Waiver. No delay or omission to exercise any power or right accruing upon any default, omission, or failure of performance under this Declaration shall impair any power or right or shall be construed to be a waiver of such power or right, but the holder of such power and right may exercise it from time to time and as often as may be deemed expedient. The conduct, custom, or course of dealing of a Person shall act as a waiver of a power or right, and to bind a Person, all waivers must be in writing and signed by the Person waiving such power or right.

10.30 Waiver of Jury Trial. Each Bound Party shall submit all Claims to binding Arbitration in accordance with Article 11. To the extent a Claim cannot be arbitrated or is not subject to Arbitration, then each Bound Party waives the right to a jury trial in any action or proceeding based upon or related to any aspect of this Declaration or other agreement or document executed or delivered in connection with the Annexed Area.

## ARTICLE XI ALTERNATIVE DISPUTE RESOLUTION

11.1 Alternative Dispute Resolution. Declarant intends by this Article 11 to encourage the amicable resolution of all Claims without the emotional and financial costs of litigation, and as provided in Section 11.2 below, the Persons (the ***Bound Parties***) bound by this Article 11 are Declarant, the Enforcing District, the Reunion District, Occupants, Owners, Owner Parties, North Range District, any District, District Parties, Subdistrict, Residents, and any Person asserting a Claim by, through, or under any of such Persons. Notwithstanding the foregoing, Mortgagees enforcing rights pursuant to a Mortgage shall not be Bound Parties. Mortgagees and Mortgagors shall not be bound by the alternative dispute resolution procedures set forth in this Article 11 and shall have the right to enforce Mortgages and resolve disputes regarding such Mortgages, at such time, in such forums, and in such manner as the Mortgagees and Mortgagors may determine.

### 11.2 Claims.

(a) Claim Resolution. Except as provided in this Section 11.2, Claims among or between Bound Parties arising under, based upon, in connection with, or otherwise regarding

this Declaration, the Common Areas, the Common Area Facilities, the Enforcing District, the North Range District, the Reunion District, the Governing Documents, Rules and Regulations, and the Improvements shall be subject to this Article 11 and the Bound Parties shall, resolve such Claims in the manner specified in Section 11.3.

(b) Exception to Claim Resolution. Notwithstanding anything to the contrary in this Declaration, unless all Bound Parties thereto otherwise agree, (i) a Claimant may assert a Claim or file a Claim Notice against only one Bound Party in a Claim, (ii) only one Claimant shall have the right to assert a Claim or file a Claim Notice against a Bound Party, (iii) other Bound Parties shall not have the right to join in, or seek recovery, in an Arbitration or other proceeding pending against a Bound Party unless all Bound Parties agree to their joinder, (iv) a Claimant cannot recover, or seek the recovery of, damages or relief on behalf of any Person other than such Claimant, and (v) a Claimant cannot claim, recover, or seek the recovery of, consequential, exemplary, or punitive damages.

(c) Exception to Claims of Enforcing District. As set forth in Section 7.17, decisions of the Covenant Enforcement Committee are final and not subject to appeal or challenge as a Claim pursuant to this Article 11 or otherwise. The Enforcing District shall have the right to enforce the Covenants, Easements, and Restrictions by exercising its remedies and rights as specified in Section 4.5 without having to mediate or arbitrate such Claims pursuant to this Article 11. Notwithstanding the foregoing, if the Enforcing District exercises its remedies and rights as set forth in Section 4.5 and an Owner contests such action or asserts a counterclaim, then, at its option, the Enforcing District shall have the right to stay such proceeding pending resolution of the Claims asserted by an Owner by Arbitration or mediation pursuant to Section 11.3.

11.3 Procedure. Subject to Section 11.3(a) below, each Bound Party covenants and agrees to submit Claims to binding Arbitration as specified in this Section 11.3. By acceptance of a deed for a Site or Common Area, each Owner agrees to abide by the terms of this Article 11, and by occupancy of a Dwelling, each Occupant, Owner, Owner Party, and Resident agrees to submit any Claims to the procedures specified in this Section 11.3. Any applicable statute of limitation shall apply to the alternative dispute resolution procedures specified in this Article 11.

(a) Amicable Resolution by Mediation. Before submitting a Claim Notice demanding resolution of a Claim by Arbitration, the Bound Parties shall make every reasonable effort to meet, confer, and resolve a Claim within forty-five days (the **Mediation Period**) after a Bound Party initiates efforts to resolve a Claim by giving Notice (a **Mediation Request**) requesting that the Bound Parties involved in such Claim mediate or otherwise meet to negotiate an amicable resolution (a **Mediation**). Following the making of a Mediation Request, the participants to the Mediation shall (i) agree in writing that (A) participation in a Mediation is not an admission of any fact or liability or waiver of any Claim or defense and (B) any statement made during the course of a Mediation shall not be admissible into evidence in any subsequent Arbitration or proceeding, (ii) identify a Person to conduct the Mediation (a **Mediator**), (iii) establish the procedures and rules that will govern such Mediation (including the manner in which the participants to the Mediation shall share its cost), and (iv) instruct the Mediator to reduce any successful resolution of a Claim to writing that the participants to the Mediation shall execute and thereafter perform. If the parties to the Mediation are unable to resolve a Claim amicably within



the Mediation Period, then either participant in the Mediation may submit a Claim Notice, in which event the participants to the Mediation shall proceed as specified in Section 11.3(b) and Section 11.3(c) below.

(b) Claim Notice. If the Bound Parties are unable to resolve a Claim by Mediation on or before the expiration of the Mediation Period, then the Bound Parties shall resolve such Claim through mandatory, binding Arbitration. Notwithstanding the foregoing, Bound Parties may not give a Claim Notice and initiate Arbitration unless one or both of the Bound Parties have made a Mediation Request and the Mediation Period has expired without resolution of the Claim. Following the making of a Mediation Request and the expiration of the Mediation Period without an amicable resolution of the Claim, either participant to the Mediation (a ***Claimant***) may initiate Arbitration by giving a Notice of a Claim (the ***Claim Notice***) to the other Bound Parties (each, a ***Respondent***) in which the Claimant demands binding Arbitration pursuant to the procedures specified in Section 11.3(c). The Claim Notice shall state plainly and concisely (i) the nature of the Claim, including all Persons involved and role of the Respondent in the Claim, (ii) the factual and legal basis of the Claim (*i.e.*, the facts underlying the Claim and the specific legal authority supporting the Claim), and (iii) the relief or remedy requested.

(c) Procedure for Resolution of Claims. Each Bound Party shall submit all Claims to mandatory, binding arbitration (the ***Arbitration***) conducted in accordance with the Colorado Uniform Arbitration Act (C.R.S. §§ 13-22-201, *et seq.*) or such other applicable Law as the Bound Parties may mutually agree. The procedure for the Arbitration shall be as follows:

(i) Arbitration. Within a commercially reasonable period following the giving of a Claim Notice, either Bound Party may initiate Arbitration in accordance with the rules established by the Arbitrator for such Arbitration. Any court having jurisdiction over a Claim may enforce any judgment upon the award rendered by the Arbitrator. Unless otherwise agreed by the Parties in writing, there shall be one Arbitrator, who shall be a retired Colorado state court judge, a retired Federal judge, or an attorney licensed to practice law in the State of Colorado for at least ten years. To the extent feasible, the Arbitrator shall have expertise in the area of the Claim including legal expertise if legal issues are involved.

(ii) Arbitration Award. The Arbitrator shall not have the authority to make, and Claimant shall not be entitled to claim or receive, consequential, exemplary, or punitive damages. The Arbitrator shall make an award that shall include detailed written findings of fact and conclusions of law. Except as required by law or for confirmation of an award, neither a Bound Party nor an Arbitrator may disclose the existence, content, or results of Arbitration without the prior written consent of all Parties.

(iii) Arbitration Rules. The Colorado Rules of Civil Procedure shall govern disclosure, discovery, and other prehearing proceedings in the Arbitration, and the Colorado Rules of Evidence shall govern the admissibility of evidence at any Arbitration hearing. Subject to the foregoing, the Arbitrator shall conduct the Arbitration in accordance with (A) the Construction Industry Arbitration Rules of the American Arbitration Association Industry Arbitration Rules and the Procedures for Large, Complex Construction Claims of the American Arbitration Association then in effect, (B) if the Bound Parties agree to select an Arbitrator other

than the American Arbitration Association, then the rules selected by such Arbitrator, or (C) such other rules as the Bound Parties may agree in writing. The Arbitration shall be closed to the public, the decision of the Arbitrator shall not be published, and the decision by the Arbitrator shall not be cited as precedent in subsequent Claims between the Bound Parties participating in the Arbitration or in Claims involving other Bound Parties.

(iv) Decision of Arbitrator. The Arbitrator shall issue an award within thirty days of the completion of an Arbitration hearing or if post-hearing briefs are submitted, within thirty days of receipt of briefs or other post-hearing submittals by the Bound Parties. If the Bound Parties file post-hearing briefs, the Bound Parties shall submit such post-hearing briefs within twenty days of the completion of the hearing and the Arbitrator shall not grant any extensions of time for the filing of briefs. The Bound Parties shall comply with the award of the Arbitrator, and if a Bound Party does not comply with the award, then judgment upon an Arbitration award may be entered and enforced in any court having jurisdiction over such matters in the City and County of Denver, Colorado.

(v) Cost and Expense of Arbitration. The Bound Parties participating in an Arbitration shall equally share the costs of such Arbitration, and if the Arbitrator requires payment of costs and fees in advance fees, then the Bound Parties will pay those costs and fees equally. If one Bound Party pays more than its proportionate share of the costs and fees of the Arbitration, then the Arbitrator shall, in the Arbitration award, make such adjustments as are necessary so that each Bound Party shall have paid its equal share of the costs and fees of Arbitration. Notwithstanding the foregoing, if a Bound Party unsuccessfully contests the validity or scope of Arbitration in a court of law or in an Arbitration, then the Arbitrator shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Bound Party. If a Bound Party incurs costs and attorney's fees in enforcing the award of an Arbitrator, such Bound Party shall be entitled to an additional award of its costs and reasonable attorneys' fees incurred in the enforcement of such an award.

11.4 Construction Defect Action Reform Act. Declarant does not intend that the provisions of this Declaration be applied as an express waiver of, or limitation on, the legal rights, remedies, or damages of a property owner provided by (a) the Construction Defect Action Reform Act (C.R.S. §§ 13-20-801 *et seq.*), (b) the Colorado Consumer Protection Act as specified in C.R.S. § 13-20-806, (c) the ability of a homebuyer to enforce such legal rights, remedies, or damages within the time provided by applicable statutes of limitation or repose, or (d) other applicable Law. Damages claimed or recovered by an Owner in connection with the Residence shall be limited as specified in the foregoing statutes and other applicable Law.

11.5 Consent to Mandatory Binding Arbitration. By acceptance of title to a Site or Common Area, whether by a deed from the Declarant or from a subsequent Owner, each Owner acknowledges, consents to, and agrees to (a) the resolution by binding, mandatory Arbitration of all Disputes between Owners and between Owners and Bound Parties that arise in connection with, are based upon, or are otherwise related to the Benefited Parties, the Annexed Area, the Common Area, the Common Area Facilities, the Declarant, the Reunion District, the Enforcing District, North Range District, the District Parties, the Sites, the Common Areas, and this

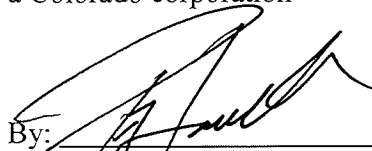
Declaration and (ii) conduct such Arbitration pursuant to the Dispute Resolution Procedures set forth in this Article 11. This Declaration shall not extend any rights or obligation under this Declaration to any Occupant that is not also an Owner.

11.6 Amendment. This Article 11 runs in favor of the Declarant in relation to any claim in law or equity that may be brought against the Declarant and, notwithstanding Section 10.3, may not be removed or amended without the written consent of the Declarant for all claims in which it may be a party regardless of when brought and whether or not the Declarant owns any property in the Annexed Area.

*(Signatures on following page)*

IN WITNESS WHEREOF, Declarant has executed and delivered this Declaration of Covenants, Conditions and Restrictions for North Range Metropolitan District No. 3 Area Within Reunion.


**CLAYTON PROPERTIES GROUP II, INC.,**  
a Colorado corporation

By:   
Name: PATRICK H. HARNILL  
Title: Assistant Secretary

STATE OF COLORADO                    )  
  ) ss.  
CITY and COUNTY OF DENVER    )

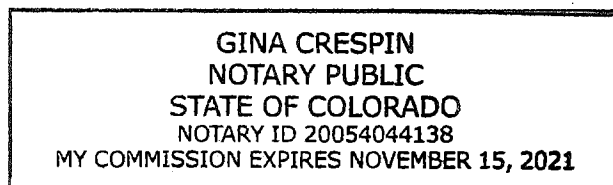
The foregoing instrument was acknowledged before me this 8th day of December by PATRICK H. HARNILL, as Assistant Secretary of Clayton Properties Group II, Inc., a Colorado corporation.

Witness my hand and official seal.

  
Notary Public

My Commission Expires: 11.15.2021

[S E A L]





TRI POINTE HOMES, INC., a Delaware corporation, as Owner of that certain real property described in Exhibit C hereby consents to inclusion of the real property into the Annexed Area.

TRI POINTE HOMES, INC.,  
a Delaware corporation

By: *Linda M. Purdy*

Name: Linda M. Purdy

Title: V.P. Land Acquisition

STATE OF COLORADO )

) ss.

CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of December, 2020, by Linda M. Purdy, as V.P. Land Acquisition of TRI POINTE HOMES, INC., a Delaware corporation.

My commission expires: Sep. 29, 2024.

Witness my hand and official seal.

*Bradley Ryan Morales*  
Notary Public

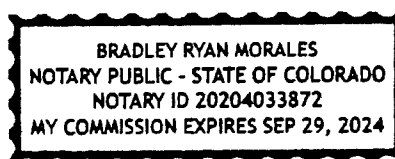


EXHIBIT A  
TO  
DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
NORTH RANGE METROPOLITAN  
DISTRICT NO. 3 AREA  
WITHIN REUNION

Legal Descriptions and Depictions of Annexable Area

**Parcel 1 Legal Description**

**Reunion Ridge Filing No. 1**

Lots 1 through 5, inclusive, Block 1,  
Lots 1 through 10, inclusive, Block 2,  
Lots 1 through 11, inclusive, Block 3,  
Lots 1 through 10, inclusive, Block 4,  
Lots 1 through 15, inclusive, Block 5,  
Lots 1 through 10, inclusive, Block 6,  
Lots 1 through 5, inclusive, Block 7,  
Lots 1 through 4, inclusive, Block 8,  
Lots 1 through 8, inclusive, Block 9,  
Lots 1 through 5, inclusive, Block 10,  
Lots 1 through 5, inclusive, Block 11,  
Lots 1 through 10, inclusive, Block 12,  
Lots 1 through 15, inclusive, Block 13,  
Lots 1 through 10, inclusive, Block 14,  
Lots 1 through 7, inclusive, Block 15,  
Lots 1 through 7, inclusive, Block 16,  
Lots 1 through 8, inclusive, Block 17,  
Lots 1 through 13, inclusive, Block 18,  
Lots 1 through 8, inclusive, Block 19,  
Lots 1 through 6, inclusive, Block 20,  
Lots 1 through 25, inclusive, Block 21,  
Lots 1 through 22, inclusive, Block 22,  
Lots 1 through 24, inclusive, Block 23,  
Lots 1 through 12, inclusive, Block 24,  
Lots 1 through 22, inclusive, Block 25,  
Lots 1 through 30, inclusive, Block 26,  
Lots 1 through 4, inclusive, Block 27,



Lots 1 through 4, inclusive, Block 28,  
Lots 1 through 18, inclusive, Block 29,  
Lots 1 through 20, inclusive, Block 30,  
Lots 1 through 8, inclusive, Block 31,  
Lots 1 through 15, inclusive, Block 32,  
Lots 1 through 7, inclusive, Block 33,  
Lots 1 through 9, inclusive, Block 34,  
Lots 1 through 9, inclusive, Block 35,  
Lots 1 through 9, inclusive, Block 36,  
Lots 1 through 4, inclusive, Block 37,  
Lots 1 through 13, inclusive, Block 38,  
Lots 1 through 15, inclusive, Block 39,  
Lots 1 through 5, inclusive, Block 40,  
Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, V, W, X, AA, and BB,  
REUNION RIDGE FILING NO. 1,  
COUNTY OF ADAMS, STATE OF COLORADO.

**Reunion Ridge Filing No. 1, Amendment No. 1**

Lot 1, Block 1,  
Lots 1 through 7, inclusive, Block 2,  
Lots 1 through 8, inclusive, Block 3,  
Lots 1 through 8, inclusive, Block 4,  
Lots 1 through 11, inclusive, Block 5,  
Lot 1, Block 6,  
REUNION RIDGE FILING NO. 1, AMENDMENT NO. 1,  
COUNTY OF ADAMS, STATE OF COLORADO.

**Parcel 2 Legal Description (Reunion Filing No. 37)**

Lots 1 through 433, inclusive,  
Tracts A through Z, inclusive,  
Tracts AA through EE, inclusive,  
REUNION FILING NO. 37,  
COUNTY OF ADAMS, STATE OF COLORADO.

**Parcel 3 Legal Description (Reunion Filing No. 38)**

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 112<sup>TH</sup> 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 AND HAVING A CHORD BEARING OF NORTH 88°38'13" EAST, A DISTANCE OF 52.43 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. 2020000008055 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 AS PARCEL "B" IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2020000035759, IN SAID RECORDS;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED AS PARCEL "B" 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;

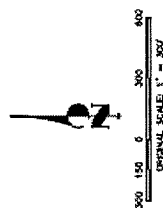
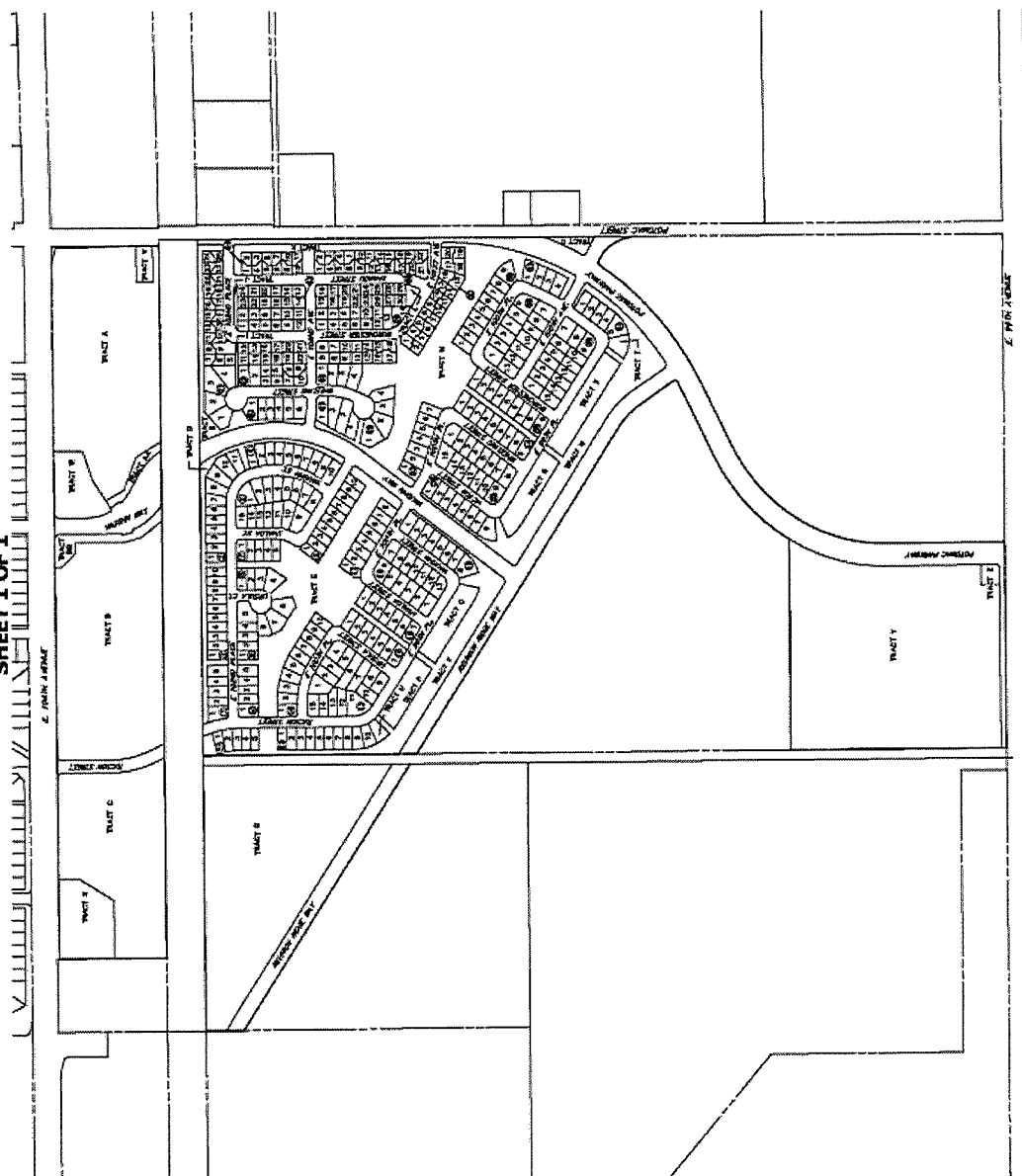
THENCE NORTH 00°45'04" EAST, A DISTANCE OF 628.89 FEET TO SAID SOUTHERLY RIGHT-OF-WAY OF EAST 112<sup>TH</sup> AVENUE AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2020000008057 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF SOUTH 71°23'39" WEST, A DISTANCE OF 30.09 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.

## REUNION RIDGE FILING NO. 1

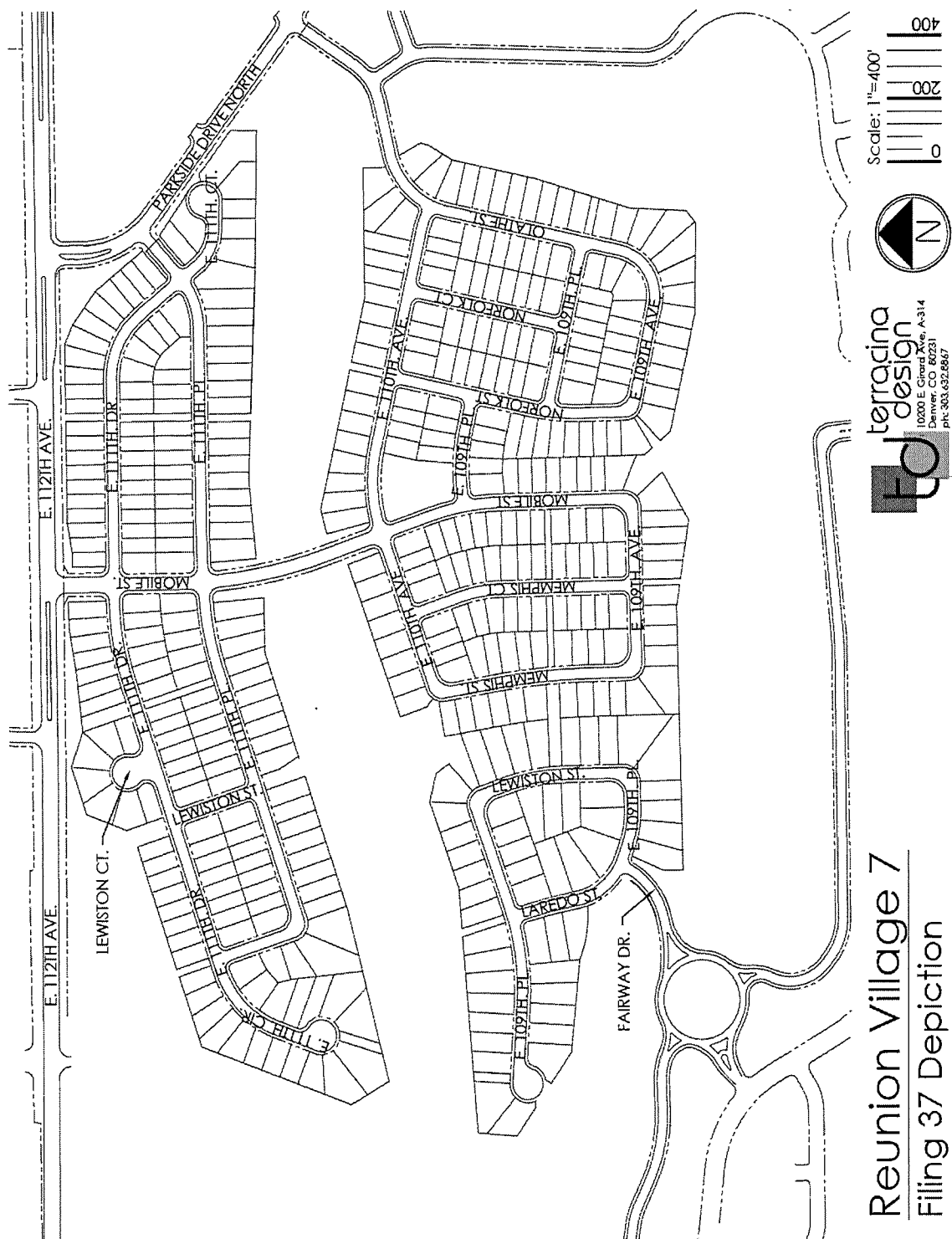
**BOUNDARY EXHIBIT**

**SHEET 1 OF 1**

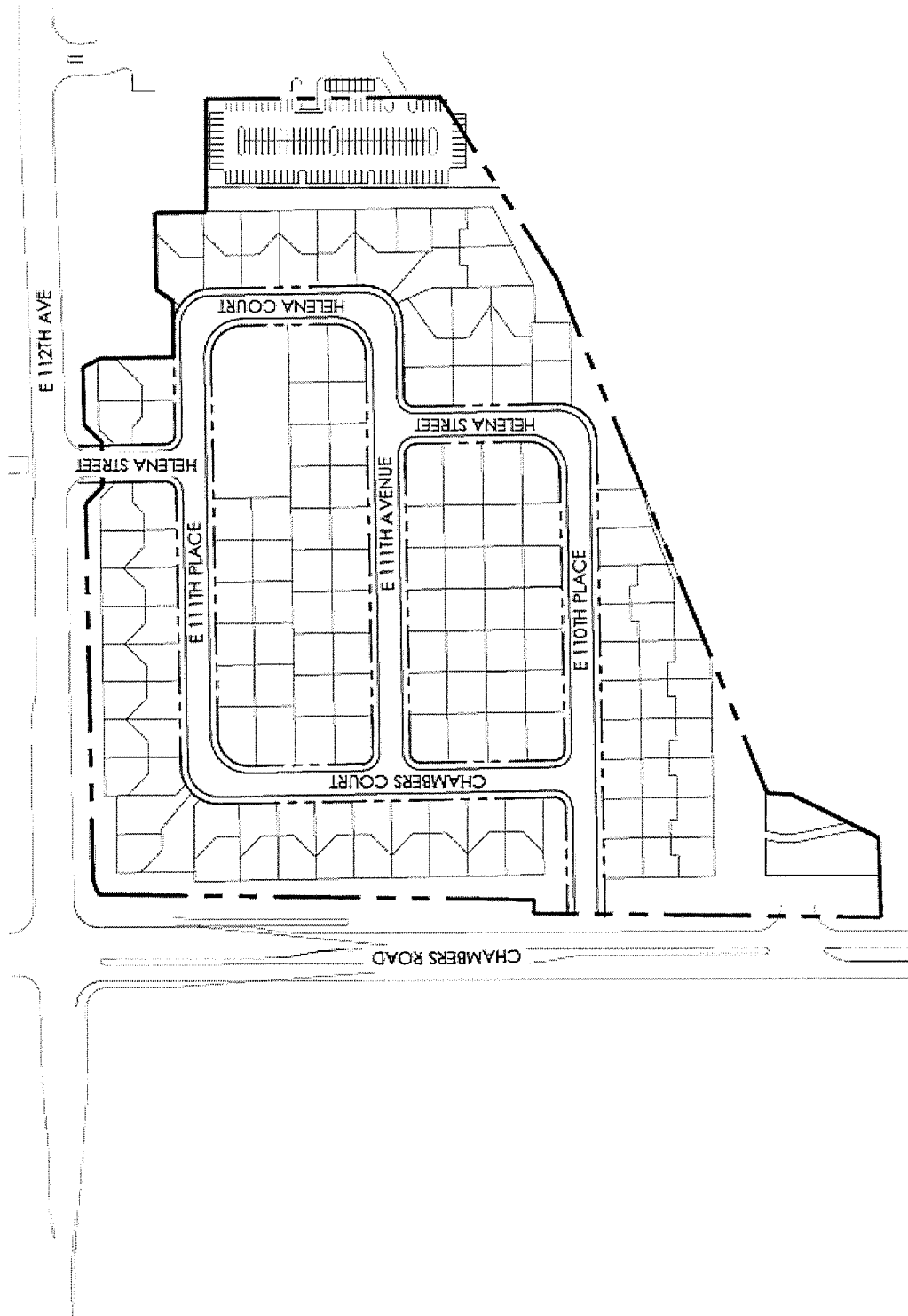




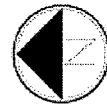
**Parcel 2 Depiction (Reunion Filing No. 37)**



Parcel 3 Depiction (Reunion Filing No. 38)



Scale: 1" = 200'



**terrada**  
**design**  
10200 E Grand Ave., A-314  
Denver, CO 80231  
ph: 303.632.8650

Reunion PA-7A  
Filing 38



EXHIBIT B  
TO  
DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
NORTH RANGE METROPOLITAN  
DISTRICT NO. 3 AREA  
WITHIN REUNION

(Easements, Licenses, and Other Matters of Record)

**Parcel 1 (Reunion Ridge Filing No. 1)**

1. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 17, 1900 IN BOOK A67 AT PAGE 380 (NW 1/4).
2. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED MAY 09, 1908 IN BOOK 25 AT PAGE 333 (NE1/4).
3. EASEMENT GRANTED TO KOCH INDUSTRIES, INC., FOR PIPELINES FOR THE TRANSPORTATION OF OIL, GAS, PETROLEUM OR ANY OF ITS PRODUCTS, AND INCIDENTAL PURPOSES, BY RIGHT OF WAY GRANT RECORDED FEBRUARY 18, 1972, IN BOOK 1781 AT PAGE 534. ASSIGNMENT OF RIGHT OF WAY RECORDED SEPTEMBER 8, 1998 IN BOOK 5458 AT PAGE 417. PARTIAL ASSIGNMENT RECORDED SEPTEMBER 8, 1998 IN BOOK 5458 AT PAGE 413.
4. AGREEMENT AMENDING RIGHT OF WAY RECORDED OCTOBER 07, 1998 IN BOOK 5492 AT PAGE 341, BEING 30 FEET IN WIDTH, LYING IMMEDIATELY TO THE SOUTH OF AND ADJACENT TO A STRIP OF LAND CONVEYED TO PUBLIC SERVICE COMPANY OF COLORADO BY DEED RECORDED DECEMBER 11, 1962 IN BOOK 1034 AT PAGE 317. (AFFECTS TRACTS D, F,G AND H)
5. NOTICE OF ANNEXATION AGREEMENT ENCUMBERING REAL ESTATE RECORDED APRIL 28, 1998 IN BOOK 5310 AT PAGE 782.
6. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CITY OF COMMERCE CITY NORTHERN INFRASTRUCTURE GENERAL IMPROVEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MAY 13, 1998, IN BOOK 5330 AT PAGE 924.
7. DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED MAY 29, 1998 IN BOOK 5347 AT PAGE 507.
8. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF

- SUBJECT PROPERTY IN THE SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 31, 1998, IN BOOK 5597 AT PAGE 125. AMENDED ORDER RECORDED MAY 7, 2001 UNDER RECEPTION NO. C0797218.
9. INCLUSION AGREEMENT RECORDED MAY 19, 1999 IN BOOK 5759 AT PAGE 527.
  10. DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED JUNE 15, 2000 IN BOOK 6160 AT PAGE 38.
  11. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CITY OF COMMERCE CITY NORTHERN INFRASTRUCTURE GENERAL IMPROVEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 21, 2000, IN BOOK 6166 AT PAGE 581.
  12. ANNEXATION AGREEMENT ENCUMBERING REAL ESTATE AS EVIDENCED BY NOTICE RECORDED JUNE 23, 2000 IN BOOK 6167 AT PAGE 938.
  13. MAP OF BUFFALO HILLS RANCH PUD ZONE DOCUMENT RECORDED OCTOBER 27, 2000 UNDER RECEPTION NO. C0725646. REUNION PUD ZONE DOCUMENT AMENDMENT #1, RECORDED DECEMBER 9, 2002 UNDER RECEPTION NO. C1064716 AND DECEMBER 17, 2002 UNDER RECEPTION NO. C1068494.
  14. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 02, 2001, UNDER RECEPTION NO. C0746926. AMENDED ORDER OF INCLUSION RECORDED MAY 7, 2001 UNDER RECEPTION NO. C0797218.
  15. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ORDER TRANSFERRING REAL PROPERTY FROM THE GREATER BRIGHTON FIRE PROTECTION DISTRICT TO THE SOUTH ADAMS COUNTY FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 15, 2001, UNDER RECEPTION NO. C0814831. AMENDED ORDER RECORDED DECEMBER 15, 2006 UNDER RECEPTION NO. 2006001010799.
  16. SEWER TAP PURCHASE AGREEMENT RECORDED NOVEMBER 27, 2001 UNDER RECEPTION NO. C0891285.
  17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN OPTION AGREEMENT BY AND BETWEEN DIBC BUFFALO HILLS RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY AND FFP-DIA, LLC, A COLORADO LIMITED LIABILITY COMPANY AND DIBC 96TH AND POTOMAC, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS OPTIONOR AND SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP DBA SHEA HOMES, AS OPTIONEE, AS EVIDENCED BY MEMORANDUM OF AGREEMENT AND GRANT OF POWER OF ATTORNEY RECORDED JANUARY 09, 2002 UNDER RECEPTION NO. C0911174, AND AMENDED BY INSTRUMENT RECORDED FEBRUARY 1, 2002 UNDER RECEPTION NO. C0922239. SECOND AMENDMENT RECORDED AUGUST 16, 2002 UNDER RECEPTION NO. C1011594. THIRD AMENDMENT RECORDED MAY 19, 2005 UNDER RECEPTION NO. 20050519000533540. MEMORANDUM OF

- ASSIGNMENT RECORDED AUGUST 21, 2017 UNDER RECEPTION NO. 2017000072542.
18. CONSOLIDATED DEVELOPMENT AGREEMENT FOR BUFFALO HILLS RANCH PUD RECORDED JANUARY 23, 2002 UNDER RECEPTION NO. C0917475.
  19. DEVELOPER'S AGREEMENT - BUILDING PERMIT RESTRICTION RECORDED MARCH 08, 2002 UNDER RECEPTION NO. C0937187.
  20. DECLARATION FOR REUNION HOMEOWNERS ASSOCIATION, INC. RECORDED AUGUST 27, 2002, UNDER RECEPTION NO. C1015874. (PROPERTY INCLUDED IN ANNEXABLE AREA).
  21. GRANT OF TEMPORARY EASEMENT RECORDED JUNE 24, 2006, UNDER RECEPTION NO. 20060524000534790. (AFFECTS TRACTS B,C AND X)
  22. GRANT OF PERPETUAL EASEMENT TO THE CITY OF COMMERCE CITY RECORDED MARCH 07, 2007 UNDER RECEPTION NO. 2007000023862. (AFFECTS TRACT X)
  23. GRANT OF NON-EXCLUSIVE UTILITY EASEMENT RECORDED OCTOBER 23, 2007, UNDER RECEPTION NO. 2007000099514. (AFFECTS TRACTS A,B,C,W,X, AND BB)
  24. GRANT OF NON-EXCLUSIVE UTILITY EASEMENT RECORDED OCTOBER 23, 2007, UNDER RECEPTION NO. 2007000099515. (AFFECTS TRACTS A AND B)
  25. EASEMENT AGREEMENT WITH SOUTH ADAMS COUNTY WATER AND SANITATION AND UNITED POWER, INC., RECORDED JANUARY 22, 2008 UNDER RECEPTION NO. 2008000005108. (AFFECTS TRACTS A, B, C, AA AND BB)
  26. OIL AND GAS LEASE BETWEEN L.C. FULENWIDER, INC., DIBC BUFFALO HILLS RANCH, LLC, DIBC 96<sup>TH</sup> AND POTOMAD, LLC AND FFP-DIA, LLC, AND HILCORP ENERGY I, L.P., RECORDED JULY 11, 2011 UNDER RECEPTION NO. 2011000043713; RE-RECORDED FEBRUARY 14, 2012 UNDER RECEPTION NO. 2012000010599; RE-RECORDED FEBRUARY 14, 2012 UNDER RECEPTION NO. 2012000010848. AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.  
NOTE: RELEASE RECORDED FEBRUARY 17, 2015 UNDER RECEPTION NO. 2015000010840.  
NOTE: RELEASE RECORDED MARCH 9, 2015 UNDER RECEPTION NO. 2015000016434 AND 2015000016435.
  27. MEMORANDUM OF SURFACE USE AND COMPATIBLE DEVELOPMENT AGREEMENT RECORDED JULY 11, 2011 UNDER RECEPTION NO. 2011000043725.
  28. WATER RESOURCES AGREEMENT RECORDED NOVEMBER 16, 2012 UNDER RECEPTION NO. 2012000087270.
  29. ORDER: RULE AND ORDER AND RELEASE OF NOTICE OF LIS PENDENS RECORDED OCTOBER 20, 2014 UNDER RECEPTION NO. 2014000072387.
  30. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTH RANGE METROPOLITAN DISTRICT NO. 2 AREA WITHIN REUNION RECORDED DECEMBER 16, 2014, UNDER RECEPTION NO. 2014000088340. (PROPERTY INCLUDED IN ANNEXABLE AREA)
  31. OIL AND GAS LEASE BETWEEN DIBC 96TH AND POTOMAC, LLC AND BISON

- OIL & GAS, LLC, RECORDED JANUARY 06, 2017 UNDER RECEPTION NO. 2017000001748 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
32. OIL AND GAS LEASE BETWEEN DIBC BUFFALO HILLS RANCH, LLC AND BISON OIL & GAS, LLC, RECORDED JANUARY 06, 2017 UNDER RECEPTION NO. 2017000001753 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
33. OIL AND GAS LEASE BETWEEN FFP-DIA, LLC AND BISON OIL & GAS, LLC, RECORDED JANUARY 06, 2017 UNDER RECEPTION NO. 2017000001761 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
34. MEMORANDUM OF SURFACE USE AGREEMENT BY AND BETWEEN DIBC BUFFALO HILLS RANCH, LLC AND BISON OIL & GAS LLC RECORDED JANUARY 06, 2017 UNDER RECEPTION NO. 2017000001754. ASSIGNMENT THEREOF RECORDED FEBRUARY 13, 2017 UNDER RECEPTION NO. 2017000013442.
35. RESTRICTIVE COVENANT AND AGREEMENT REGARDING WATER SERVICE RECORDED AUGUST 21, 2017 UNDER RECEPTION NO. 2017000072541, FIRST AMENDMENT RECORDED OCTOBER 13, 2017 UNDER RECEPTION NO. 2017000090017.  
TERMINATION OF RESTRICTIVE COVENANT AND AGREEMENT REGARDING WATER SERVICE, RECORDED OCTOBER 15, 2018 UNDER RECEPTION NO. 2018000083554.
36. MEMORANDUM OF ASSIGNMENT OF MEMORANDUM OF AGREEMENT AND GRANT OF POWER OF ATTORNEY RECORDED AUGUST 21, 2017 AT RECEPTION NO. 2017000072542.
37. MEMORANDUM OF AGREEMENT RECORDED OCTOBER 12, 2018 AT RECEPTION NO. 2018000082911 AND 2018000082936.
38. TERMS, CONDITIONS AND PROVISIONS OF ASSIGNMENT AND BILL OF SALE (FRICO PLAN B PROJECT ERU WATER CREDITS AND ERU WATER CONNECTION) RECORDED OCTOBER 18, 2018 AT RECEPTION NO. 2018000084399; AND NOVEMBER 1, 2018 UNDER RECEPTION NO. 2018000088559; AND JANUARY 11, 2019 UNDER RECEPTION NO. 2019000002698.  
ASSIGNMENT AND BILL OF SALE RECORDED AUGUST 4, 2020 UNDER RECEPTION NO. 2020000074931.  
ASSIGNMENT AND BILL OF SALE RECORDED SEPTEMBER 30, 2020 UNDER RECEPTION NO. 202000098788.
39. SECOND AMENDMENT TO FRICO PARTICIPANT WATER RESOURCES AGREEMENT RECORDED OCTOBER 29, 2018 UNDER RECEPTION NO. 2018000087164.
40. REUNION PUD ZONE DOCUMENT RECORDED JUNE 28, 2019 UNDER RECEPTION NO. 2019000050788.

41. MEMORANDUM OF RIGHT OF WAY GRANT RECORDED JULY 03, 2019 UNDER RECEPTION NO. 2019000052101. (AFFECTS TRACT A AND V)
42. EASEMENT AND SURFACE USE AGREEMENT RECORDED JULY 03, 2019 UNDER RECEPTION NO. 2019000052102.
43. MEMORANDUM OF RIGHT OF WAY GRANT RECORDED JULY 03, 2019 UNDER RECEPTION NO. 2019000052105. (AFFECTS TRACT G)
44. RELINQUISHMENT OF SURFACE RIGHTS RECORDED JULY 10, 2019 UNDER RECEPTION NO. 2019000053972.
45. GAS EASEMENT RECORDED NOVEMBER 08, 2019 UNDER RECEPTION NO. 2019000097282. (AFFECTS TRACTS F, G AND N)
46. ORDER AND DECREE ORGANIZING REUNION NATURAL RESOURCE METROPOLITAN DISTRICT RECORDED DECEMBER 05, 2019 UNDER RECEPTION NO. 2019000106346.
47. PLAT OF REUNION RIDGE FILING NO. 1 RECORDED JANUARY 17, 2020 UNDER RECEPTION NO. 2020000006264.
48. RESERVATION OF ALL MINERALS AND MINERAL RIGHTS, OIL AND GAS AND OIL AND GAS RIGHTS, AND COAL AND COAL RIGHTS, AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 04, 2020 AT RECEPTION NO. 2020000011150.
49. QUIT CLAIM DEED RECORDED FEBRUARY 04, 2020 AT RECEPTION NO. 2020000011151.
50. ASSIGNMENT AND QUITCLAIM OF SURFACE RIGHTS APPURTENANT TO MINERAL OWNERSHIP RECORDED FEBRUARY 04, 2020 AT RECEPTION NO. 2020000011152.
51. MORTGAGE DATED FEBRUARY 04, 2020, FROM LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THOSE PORTIONS OF SUBJECT PROPERTY CONVEYED IN SPECIAL WARRANTY DEED RECORDED AUGUST 4, 2020 UNDER RECEPTION NO. 2020000074929; TRI POINTE HOMES, INC., A DELAWARE CORPORATION AS TO THOSE PORTIONS OF SUBJECT PROPERTY CONVEYED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 30, 2020 UNDER RECEPTION NO. 2020000098786; CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION AS TO THE REMAINDER FOR THE USE OF OAKWOOD HOMES TO SECURE THE SUM OF \$11,500,000.00 RECORDED FEBRUARY 04, 2020 UNDER RECEPTION NO. 2020000011153.  
PARTIAL RELEASES IN CONNECTION THEREWITH RECORDED AUGUST 4, 2020 UNDER RECEPTION NO. 2020000074926 AND SEPTEMBER 30, 2020 UNDER RECEPTION NO. 2020000098785.
52. MORTGAGE DATED FEBRUARY 04, 2020, FROM LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THOSE PORTIONS OF

SUBJECT PROPERTY CONVEYED IN SPECIAL WARRANTY DEED RECORDED AUGUST 4, 2020 UNDER RECEPTION NO. 2020000074929; TRI POINTE HOMES, INC., A DELAWARE CORPORATION AS TO THOSE PORTIONS OF SUBJECT PROPERTY CONVEYED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 30, 2020 UNDER RECEPTION NO. 2020000098786; CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION AS TO THE REMAINDER FOR THE USE OF SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP TO SECURE THE SUM OF \$2,900,000.00 RECORDED FEBRUARY 04, 2020 UNDER RECEPTION NO. 2020000011154. PARTIAL RELEASES IN CONNECTION THEREWITH RECORDED AUGUST 4, 2020 UNDER RECEPTION NO. 2020000074927 AND SEPTEMBER 30, 2020 UNDER RECEPTION NO. 2020000098784.

53. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH RANGE METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 10, 2020, UNDER RECEPTION NO. 2020000012885.

AMENDMENT NO. 17 TO THE AMENDED AND RESTATED RESOLUTION OF THE REUNION METROPOLITAN DISTRICT REGARDING THE IMPOSITION OF SYSTEM DEVELOPMENT FEES RECORDED JULY 21, 2020 UNDER RECEPTION NO. 2020000068058.

AMENDMENT NO. 8 TO THE AMENDED AND RESTATED RESOLUTION OF THE REUNION METROPOLITAN DISTRICT REGARDING THE IMPOSITION OF CITY CREDIT FEES RECORDED SEPTEMBER 2, 2020 UNDER RECEPTION NO. 2020000086717.

54. RESERVATION OF ALL MINERALS AND MINERAL RIGHTS, OIL, GAS AND OTHER MINERALS, OIL AND GAS RIGHTS, COAL AND COAL RIGHTS, AND WATER AND WATER RIGHTS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED AUGUST 4, 2020 UNDER RECEPTION NO. 2020000074929.
55. BUILDER DECLARATION RECORDED AUGUST 04, 2020 UNDER RECEPTION NO. 2020000074930.
56. MEMORANDUM OF AGREEMENT RECORDED AUGUST 04, 2020 UNDER RECEPTION NO. 2020000074932.
57. RESERVATION OF ALL MINERALS AND MINERAL RIGHTS, OIL, GAS AND OTHER MINERALS, OIL AND GAS RIGHTS, COAL AND COAL RIGHTS, AND WATER AND WATER RIGHTS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 30, 2020 UNDER RECEPTION NO. 2020000098786.
58. BUILDER DECLARATION RECORDED SEPTEMBER 30, 2020 UNDER RECEPTION NO. 2020000098787.
59. MEMORANDUM OF AGREEMENT RECORDED OCTOBER 01, 2020 UNDER RECEPTION NO. 2020000099644.





**Parcel 2 (Reunion Filing No. 37)**

1. RIGHT OF PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED JULY 29, 1909 IN BOOK 25 AT PAGE 517 (NE1/4 SECTION 8) AND RECORDED FEBRUARY 15, 1910 IN BOOK 25 AT PAGE 360 (NW1/4 SECTION 8).
2. EASEMENT GRANTED TO UNITED POWER, INC., FOR DISTRIBUTION OF ELECTRICITY, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 18, 1995, IN BOOK 4570 AT PAGE 778.
3. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CITY OF COMMERCE CITY NORTHERN INFRASTRUCTURE GENERAL IMPROVEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MAY 13, 1998, IN BOOK 5330 AT PAGE 924.
4. DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED JUNE 15, 2000 IN BOOK 6160 AT PAGE 38.
5. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CITY OF COMMERCE CITY NORTHERN INFRASTRUCTURE GENERAL IMPROVEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 21, 2000, IN BOOK 6166 AT PAGE 581.
6. NOTICE OF ANNEXATION AGREEMENT ENCUMBERING REAL ESTATE RECORDED JUNE 23, 2000 IN BOOK 6167 AT PAGE 932.
7. PLAT OF BUFFALO HILLS RANCH PUD ZONE DOCUMENT RECORDED OCTOBER 27, 2000 UNDER RECEPTION NO. C0725646. REUNION PUD ZONE DOCUMENT AMENDMENT #1, RECORDED DECEMBER 9, 2002 UNDER RECEPTION NO. C1064716. AND DECEMBER 17, 2002 UNDER RECEPTION NO. C1068494.
8. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 02, 2001, UNDER RECEPTION NO. C0746926.
9. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ORDER TRANSFERRING REAL PROPERTY FROM THE GREATER BRIGHTON FIRE PROTECTION DISTRICT TO THE SOUTH ADAMS COUNTY FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 15, 2001, UNDER RECEPTION NO. C0814831. AMENDED ORDER RECORDED DECEMBER 15, 2006 UNDER RECEPTION NO. 2006001010799.
10. SEWER TAP PURCHASE AGREEMENT RECORDED NOVEMBER 27, 2001 UNDER RECEPTION NO. C0891285.

11. OPTION AGREEMENT BY AND BETWEEN DIBC BUFFALO HILLS RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY AND FFP-DIA, LLC, A COLORADO LIMITED LIABILITY COMPANY AND DIBC 96TH AND POTOMAC, LC, A COLORADO LIMITED LIABILITY COMPANY AS OPTIONOR AND SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP DBA SHEA HOMES, AS OPTIONEE, AS EVIDENCED BY MEMORANDUM OF AGREEMENT AND GRANT OF POWER OF ATTORNEY RECORDED JANUARY 09, 2002 UNDER RECEPTION NO. C0911174, AND AMENDED BY INSTRUMENT RECORDED FEBRUARY 1, 2002 UNDER RECEPTION NO. C0922239. SECOND AMENDMENT RECORDED AUGUST 16, 2002 UNDER RECEPTION NO. C1011594. THIRD AMENDMENT RECORDED MAY 19, 2005 UNDER RECEPTION NO. 20050519000533540. MEMORANDUM OF ASSIGNMENT OF MEMORANDUM OF AGREEMENT AND GRANT OF POWER OF ATTORNEY RECORDED AUGUST 21, 2017 UNDER RECEPTION NO. 2017000072542.
12. DECLARATION OF TERMS AND PROVISIONS FOR GRANTS OF EASEMENTS ON PLATS RECORDED JANUARY 22, 2002 UNDER RECEPTION NO. C0917091.
13. DECLARATION OF TERMS AND PROVISIONS FOR GRANTS OF EASEMENTS ON PLATS RECORDED FEBRUARY 21, 2002 UNDER RECEPTION NO. C0930342.
14. CONSOLIDATED DEVELOPMENT AGREEMENT FOR BUFFALO HILLS RANCH PUD RECORDED JANUARY 23, 2002 UNDER RECEPTION NO. C0917475.
15. DEVELOPER'S AGREEMENT - BUILDING PERMIT RESTRICTIONS, RECORDED MARCH 08, 2002 UNDER RECEPTION NO. C0937187.
16. DECLARATION FOR REUNION HOMEOWNERS ASSOCIATION, INC. RECORDED AUGUST 27, 2002, UNDER RECEPTION NO. C1015874. (PROPERTY INCLUDED IN ANNEXABLE AREA)
17. QUIT CLAIM DEED RECORDED NOVEMBER 27, 2002 UNDER RECEPTION NO. C1059592.
18. DECLARATION OF TERMS AND PROVISIONS FOR GRANTS OF EASEMENTS ON PLATS RECORDED MAY 14, 2004 UNDER RECEPTION NO. 20040514000357210.
19. DECLARATION OF TERMS AND PROVISIONS FOR GRANTS OF EASEMENTS FOR FENCE MAINTENANCE ON PLATS RECORDED MAY 16, 2005 UNDER RECEPTION NO. 20050516000515240.
20. SUBASSOCIATION DECLARATION FOR THE GALLERY AT REUNION ASSOCIATION, INC. OF REUNION HOMEOWNERS ASSOCIATION, INC. IN INSTRUMENT RECORDED SEPTEMBER 16, 2005, UNDER RECEPTION NO. 20050916001013150. (PROPERTY INCLUDED IN ANNEXABLE AREA)
21. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTH RANGE METROPOLITAN DISTRICT NO. 1 AREA WITHIN REUNION IN INSTRUMENT RECORDED MAY 25, 2010, UNDER RECEPTION NO.

2010000034538. (PROPERTY INCLUDED IN ANNEXABLE AREA)
22. OIL AND GAS LEASE BETWEEN L.C. FULENWIDER, INC; DIBC BUFFALO HILLS RANCH, LLC; DIBC 96<sup>TH</sup> AND POTOMAC, LLC; FFP-DIA, LLC AND HILCORP ENERGY I, L.P., RECORDED JULY 14, 2011 UNDER RECEPTION NO. 2011000043713; RE-RECORDED FEBRUARY 14, 2012 UNDER RECEPTION NO. 2012000010599; RE-RECORDED FEBRUARY 14, 2012 UNDER RECEPTION NO. 2012000010848; AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
- NOTE: RELEASE RECORDED FEBRUARY 17, 2015 UNDER RECEPTION NO. 2015000010840.
- NOTE: RELEASE RECORDED MARCH 9, 2015 UNDER RECEPTION NO. 2015000016435.
23. MEMORANDUM OF SUBSURFACE USE AND COMPATIBLE DEVELOPMENT AGREEMENT RECORDED JULY 11, 2011 UNDER RECEPTION NO. 2011000043725.
24. WATER RESOURCES AGREEMENT RECORDED NOVEMBER 16, 2012 UNDER RECEPTION NO. 2012000087270.
25. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTH RANGE METROPOLITAN DISTRICT NO. 2 AREA WITHIN REUNION IN INSTRUMENT RECORDED DECEMBER 16, 2014, UNDER RECEPTION NO. 2014000088340. (PROPERTY INCLUDED IN ANNEXABLE AREA).
26. OIL AND GAS LEASE BETWEEN DIBC BUFFALO HILLS RANCH, LLC AND BISON OIL & GAS, LLC, RECORDED JANUARY 06, 2017 UNDER RECEPTION NO. 2017000001753 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
27. MEMORANDUM OF SURFACE USE AGREEMENT BY AND BETWEEN DIBC BUFFALO HILLS RANCH, LLC AND BISON OIL & GAS LLC RECORDED JANUARY 06, 2017 UNDER RECEPTION NO. 2017000001754. ASSIGNMENT THEREOF RECORDED FEBRUARY 13, 2017 UNDER RECEPTION NO. 2017000013442.
28. OIL AND GAS LEASE BETWEEN FFP-DIA, LLC AND BISON OIL & GAS, LLC, RECORDED JANUARY 06, 2017 UNDER RECEPTION NO. 2017000001761 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
29. MEMORANDUM OF ASSIGNMENT OF MEMORANDUM OF AGREEMENT AND GRANT OF POWER OF ATTORNEY RECORDED AUGUST 21, 2017 AT RECEPTION NO. 2017000072542.
30. RESERVATION OF ALL MINERALS AND MINERAL RIGHTS, OIL AND GAS AND OIL AND GAS RIGHTS, AND COAL AND COAL RIGHTS, AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED AUGUST 21, 2017 UNDER RECEPTION NO. 2017000072550.

31. MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS DATED AUGUST 18, 2017, FROM CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION FOR THE USE OF DIBC BUFFALO HILLS RANCH, LLC,, A COLORADO LIMITED LIABILITY COMPANY, FFP-DIA, LC, A COLORADO LIMITED LIABILITY COMPANY TO SECURE THE SUM OF \$496,233.67 RECORDED AUGUST 21, 2017 UNDER RECEPTION NO. 2017000072552
32. MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS DATED AUGUST 18, 2017, FROM CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION FOR THE USE OF DIBC BUFFALO HILLS RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY, FFP-DIA, LLC, A COLORADO LIMITED LIABILITY COMPANY TO SECURE THE SUM OF \$2,437,714.74 RECORDED AUGUST 21, 2017 UNDER RECEPTION NO. 2017000072554.
33. MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS DATED AUGUST 18, 2017, FROM CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION FOR THE USE OF SHEA HOMES LIMITED PARTNERSHIP, ALONG CALIFORNIA LIMITED PARTNERSHIP TO SECURE THE SUM OF \$496,233.67 RECORDED AUGUST 21, 2017 UNDER RECEPTION NO. 2017000072558.
34. MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS DATED AUGUST 18, 2017, FROM CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION FOR THE USE OF SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP TO SECURE THE SUM OF \$2,437,714.74 RECORDED AUGUST 21, 2017 UNDER RECEPTION NO. 2017000072560.
35. QUIT CLAIM DEED RECORDED AUGUST 21, 2017 UNDER RECEPTION NO. 2017000072565.
36. RIGHT OF FIRST NEGOTIATION RECORDED OCTOBER 13, 2017 UNDER RECEPTION NO. 2017000090016.
37. ASSIGNMENT AND BILL OF SALE (TRANSFER OF ENTIRE INTEREST IN REVISED AGREEMENT AND FRICO PLAN B ERU WATER CREDITS) BETWEEN SHEA HOMES LILMITED PARTNERSHIP AND CLAYTON PROPERTIES GROUP II, INC, DATED OCTOBER 15, 2018 RECORDED NOVEMBER 01, 2018 UNDER RECEPTION NO. 2018000088559. SECOND AMENDMENT RECORDED OCTOBER 29, 2018 UNDER RECEPTION NO. 2018000087164.
38. ASSIGNMENT AND BILL OF SALE OF 65.20 PAIRED "SHEA" SACWSD FRICO WATER CREDITS BETWEEN SHEA HOMES LIMITED PARTNERSHIP AND NORTH RANGE METROPOLITAN DISTRICT NO. 2 DATED DECEMBER 20, 2018 RECORDED JANUARY 11, 2019 UNDER RECEPTION NO. 2019000002698.

39. REUNION PUD ZONE DOCUMENT AMENDMENT #5 OF THE BUFFALO HILLS RANCH PUD ZONE DOCUMENT RECORDED JUNE 28, 2019 UNDER RECEPTION NO. 2019000050788.
40. RELINQUISHMENT OF SURFACE RIGHTS RECORDED JULY 10, 2019 AT RECEPTION NO. 2019000053972.
41. PLAT OF REUNION FILING NO. 37 RECORDED OCTOBER 31, 2019 UNDER RECEPTION NO. 2019000094160.  
RATIFICATION AND CONFIRMATION PLAT RECORDED APRIL 20, 2020 UNDER RECEPTION NO. 2020000035758.
42. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH RANGE METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 10, 2020, UNDER RECEPTION NO. 2020000012883.  
AMENDMENT NO. 17 TO THE AMENDED AND RESTATED RESOLUTION OF THE REUNION METROPOLITAN DISTRICT REGARDING THE IMPOSITION OF SYSTEM DEVELOPMENT FEES RECORDED JULY 21, 2020 UNDER RECEPTION NO. 2020000068058.  
AMENDMENT NO. 8 TO THE AMENDED AND RESTATED RESOLUTION OF THE REUNION METROPOLITAN DISTRICT REGARDING THE IMPOSITION OF CITY CREDIT FEES RECORDED SEPTEMBER 2, 2020 UNDER RECEPTION NO. 2020000086717.
43. RESERVATION OF ALL MINERALS AND MINERAL RIGHTS, OIL AND GAS AND OIL AND GAS RIGHTS, AND COAL AND COAL RIGHTS, AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED APRIL 20, 2020 UNDER RECEPTION NO. 2020000035759.  
ASSIGNMENT OF SURFACE RIGHTS APPURTENANT TO MINERAL OWNERSHIP IN CONNECTION THEREWITH RECORDED APRIL 20, 2020 UNDER RECEPTION NO. 2020000035761.
44. QUIT CLAIM DEED RECORDED APRIL 20, 2020 UNDER RECEPTION NO. 2020000035760.
45. MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS DATED APRIL 17, 2020 FROM CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION FOR THE USE OF DIBC BUFFALO HILLS RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY, FFP-DIA, LLC, A COLORADO LIMITED LIABILITY COMPANY TO SECURE THE SUM OF \$8,023,090.00 RECORDED APRIL 20, 2020 UNDER RECEPTION NO. 2020000035835.
46. MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS DATED APRIL 17, 2020 FROM CLAYTON PROPERTIES GROUP II, INC., A COLORADO CORPORATION FOR THE USE OF SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP TO SECURE THE SUM OF \$2,005,773.00

RECORDED APRIL 20, 2020 UNDER RECEPTION NO. 2020000035836.  
47. GRANT OF EASEMENT RECORDED APRIL 28, 2020 UNDER RECEPTION NO.  
2020000038520.

**Parcel 3 (Reunion Filing No. 38)**

1. RESERVATIONS CONTAINED IN UNITED STATES PATENT RECORDED FEBRUARY 15, 1910 IN BOOK 25 AT PAGE 360.
2. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED FEBRUARY 13, 1995, IN BOOK 4466 AT PAGE 298.
3. RIGHT-OF-WAY GRANTS RECORDED AUGUST 18, 1995, IN BOOK 4570 AT PAGES 776, 778 AND 780.
4. GRANT OF DRAINAGE EASEMENT TO THE CITY OF COMMERCE CITY RECORDED APRIL 03, 1996 IN BOOK 4718 AT PAGE 488.
5. NOTICE OF ANNEXATION AGREEMENT ENCUMBERING REAL ESTATE RECORDED APRIL 28, 1998 IN BOOK 5310 AT PAGE 776.
6. ORDINANCES RECORDED MAY 13, 1998, IN BOOK 5330 AT PAGE 924 AND JUNE 21, 2000 IN BOOK 6166 AT PAGE 581.
7. DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED MAY 29, 1998 IN BOOK 5347 AT PAGE 520.
8. ORDERS OF INCLUSION OF LAND IN THE DISTRICT RECORDED DECEMBER 31, 1998, IN BOOK 5597 AT PAGE 125 AND JANUARY 2, 2001 UNDER RECEPTION NO. C0746926.
9. INCLUSION AGREEMENT RECORDED MAY 19, 1999 IN BOOK 5759 AT PAGE 515.
10. DECLARATION OF COVENANTS RECORDED JUNE 15, 2000 IN BOOK 6160 AT PAGE 38.
11. NOTICE OF ANNEXATION AGREEMENT ENCUMBERING REAL ESTATE RECORDED JUNE 23, 2000 IN BOOK 6167 AT PAGE 932.
12. BUFFALO HILLS RANCH PUD ZONE DOCUMENT RECORDED OCTOBER 27, 2000 UNDER RECEPTION NO. C0725646, AND AMENDMENT #1 RECORDED DECEMBER 9, 2002 UNDER RECEPTION NO. C1064716 AND DECEMBER 17, 2002 UNDER RECEPTION NO. C1068494.
13. ORDERS INCLUDING PROPERTY IN THE SOUTH ADAMS COUNTY FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED JUNE 15, 2001, UNDER RECEPTION NO. C0814831 AND DECEMBER 15, 2006 UNDER RECEPTION NO. 2006001010799.
14. SEWER TAP PURCHASE AGREEMENT RECORDED NOVEMBER 27, 2001 UNDER RECEPTION NO. C0891285.
15. MEMORANDUM OF AGREEMENT AND GRANT OF POWER OF ATTORNEY RECORDED JANUARY 09, 2002 UNDER RECEPTION NO. C0911174, AMENDED BY INSTRUMENTS RECORDED FEBRUARY 1, 2002 UNDER RECEPTION NO. C0922239, AUGUST 16, 2002 UNDER RECEPTION NO. C1011594 AND MAY 19, 2005 UNDER RECEPTION NO. 20050519000533540, AND MEMORANDUMS OF



- ASSIGNMENT OF MEMORANDUM OF AGREEMENT AND GRANT OF POWER OF ATTORNEY RECORDED AUGUST 21, 2017 UNDER RECEPTION NO. 2017000072542 AND AUGUST 21, 2017 UNDER RECEPTION NO. 2017000072542.
16. GRANTS OF EASEMENTS ON PLATS RECORDED JANUARY 22, 2002 UNDER RECEPTION NO. C0917091.
  17. CONSOLIDATED DEVELOPMENT AGREEMENT FOR BUFFALO HILLS RANCH PUD RECORDED JANUARY 23, 2002 UNDER RECEPTION NO. C0917475.
  18. GRANTS OF EASEMENTS ON PLATS RECORDED FEBRUARY 21, 2002 UNDER RECEPTION NO. C0930342.
  19. DEVELOPER'S AGREEMENT - BUILDING PERMIT RESTRICTIONS RECORDED MARCH 08, 2002 UNDER RECEPTION NO. C0937187.
  20. DECLARATION FOR REUNION HOMEOWNERS ASSOCIATION, INC. RECORDED AUGUST 27, 2002, UNDER RECEPTION NO. C1015874, AND ASSIGNMENT OF DECLARANT'S RIGHTS AND WAIVER RECORDED AUGUST 21, 2017 UNDER RECEPTION NO. 2017000072566.
  21. GRANTS OF EASEMENTS ON PLATS RECORDED MAY 14, 2004 UNDER RECEPTION NO. 20040514000357210.
  22. QUIT CLAIM DEED RECORDED FEBRUARY 07, 2005 UNDER RECEPTION NO. 20050207000126950.
  23. GRANTS OF EASEMENTS FOR FENCE MAINTENANCE ON PLATS RECORDED MAY 16, 2005 UNDER RECEPTION NO. 20050516000515240.
  24. SUBASSOCIATION DECLARATION FOR THE GALLERY AT REUNION ASSOCIATION, INC. OF REUNION HOMEOWNERS ASSOCIATION, INC. RECORDED SEPTEMBER 16, 2005, UNDER RECEPTION NO. 20050916001013150.
  25. OIL AND GAS LEASE RECORDED JULY 14, 2011 UNDER RECEPTION NO. 2011000043713 AND RE- RECORDED FEBRUARY 14, 2012 UNDER RECEPTION NOS. 2012000010599 AND 2012000010848. RELEASES RECORDED FEBRUARY 17, 2015 UNDER RECEPTION NO. 2015000010840 AND MARCH 9, 2015 UNDER RECEPTION NOS. 2015000016434 AND 2015000016435.
  26. MEMORANDUM OF SUBSURFACE USE AND COMPATIBLE DEVELOPMENT AGREEMENT RECORDED JULY 11, 2011 UNDER RECEPTION NO. 2011000043725.
  27. WATER RESOURCES AGREEMENT RECORDED NOVEMBER 16, 2012 UNDER RECEPTION NO. 2012000087270.
  28. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTH RANGE METROPOLITAN DISTRICT NO. 2 AREA WITHIN REUNION RECORDED DECEMBER 12, 2014, UNDER RECEPTION NO. 2014000088340.
  29. OIL AND GAS LEASE RECORDED JANUARY 06, 2017 UNDER RECEPTION NO. 2017000001753 AND ANY AND ALL ASSIGNMENTS THEREOF.
  30. MEMORANDUM OF SURFACE USE AGREEMENT RECORDED JANUARY 06,

- 2017 UNDER RECEPTION NO. 2017000001754, AND ASSIGNMENT RECORDED  
FEBRUARY 13, 2017 UNDER RECEPTION NO. 2017000013442.
31. OIL AND GAS LEASE RECORDED JANUARY 06, 2017 UNDER RECEPTION NO.  
2017000001761, AND ANY AND ALL ASSIGNMENTS THEREOF.
32. ASSIGNMENTS AND BILLS OF SALE RECORDED OCTOBER 18, 2018 UNDER  
RECEPTION NO. 2018000084399, AND RECORDED JANUARY 11, 2019 UNDER  
RECEPTION NO. 2019000002698.
33. GRANT OF EASEMENT - STORM DRAINAGE RECORDED JANUARY 24, 2020  
UNDER RECEPTION NO. 2020000008056.
34. REUNION PUD ZONE DOCUMENT AMENDMENT #5 RECORDED JUNE 28, 2019  
UNDER RECEPTION NO. 2019000050788.

EXHIBIT C  
TO  
DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
NORTH RANGE METROPOLITAN  
DISTRICT NO. 3 AREA  
WITHIN REUNION

(Description and Owner of the real property to include within the Annexed Area)

Owner	Real Property
LENNAR COLORADO, LLC, a Colorado limited liability company	<p>The following described real property located in the County of Adams, State of Colorado:</p> <p>LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 1; LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 2; LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 3; LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 4; LOTS 1 THROUGH 15, INCLUSIVE, BLOCK 5; LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 6; LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 7; LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 8; LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 9; LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 10; LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 11; LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 12; LOTS 1 THROUGH 15, INCLUSIVE, BLOCK 13; LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 14; LOTS 1 THROUGH 7, INCLUSIVE, BLOCK 15; LOTS 1 THROUGH 7, INCLUSIVE, BLOCK 16; LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 17; LOTS 1 THROUGH 13, INCLUSIVE, BLOCK 18; LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 19; LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 20;</p> <p>REUNION RIDGE FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO.</p>

<p>TRI POINTE HOMES, INC., a Delaware Corporation</p>	<p>The following described real property located in the County of Adams, State of Colorado:</p> <p>LOTS 1 THROUGH 3, INCLUSIVE, BLOCK 21; LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 31; LOTS 1 THROUGH 15, INCLUSIVE, BLOCK 32; LOTS 1 THROUGH 7, INCLUSIVE, BLOCK 33; LOTS 1 THROUGH 9, INCLUSIVE, BLOCK 34; LOTS 1 THROUGH 9, INCLUSIVE, BLOCK 35; LOTS 1 THROUGH 9, INCLUSIVE, BLOCK 36; LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 37; LOTS 1 THROUGH 13, INCLUSIVE, BLOCK 38; LOTS 1 THROUGH 15, INCLUSIVE, BLOCK 39; LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 40;</p> <p>REUNION RIDGE FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO.</p>
---	---

**ASSIGNMENT OF RIGHTS UNDER THE SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR REUNION RIDGE  
CARRIAGE HOUSE AND PORCHLIGHT  
(Filing No. 1)**

THIS ASSIGNMENT OF RIGHTS UNDER THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REUNION RIDGE CARRIAGE HOUSE AND PORCHLIGHT (Filing No. 1) (this “**Assignment**”) is effective as of \_\_\_\_\_, 2021 (the “**Effective Date**”), by and between North Range Metropolitan District No. 3, (the “**Assignor**”) and Reunion Metropolitan District (the “**Assignee**”).

**RECITALS**

WHEREAS, the Assignor is a “District” under that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Reunion Carriage House and Porchlight (Filing No. 1), recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on March 3, 2021, at Reception Number 2021000025917 (the “**Declaration**”); and

WHEREAS, the definition of “District” in Section 2.1 of the Declaration includes one of (a) North Range Metropolitan District No. 3, (b) Reunion Metropolitan District, (c) any other metropolitan or other type of special district organized as quasi-public corporations under the laws of the State of Colorado and includes within its boundaries or service area any portion of the Supplemental Community Area, and (d) any other metropolitan or other type of special district organized as quasi-public corporations under the laws of the State of Colorado to which any district described in (a) through (c) above has delegated all or part of its duties; and

WHEREAS, Section 4.2(e) of the Declaration provides that the Assignor shall have the authority to enter into agreements with another District (as defined in the Declaration, which includes the Assignee) to (i) enforce all or part of the Supplemental Covenants and Easements, (ii) maintain, and repair damage to, the easements created by this Declaration, (iii) maintain, repair, and replace, as necessary, the Perimeter Fences, the Auto Courts, and (iv) to provide any other services or perform any other functions of the District as set forth in this Declaration; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Declaration to the Assignee, and the Assignee desires to accept such assignment; and

WHEREAS, all initially capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## AGREEMENT

1. Assignment. As of the Effective Date, the Assignor hereby assigns and transfers to the Assignor all of its rights and obligations under the Declaration.

2. Assumption. As of the Effective Date, the Assignee hereby accepts the foregoing assignment and assumes all of the rights and obligations of the Assignor under the Declaration and agrees to be bound by and perform all of the covenants, agreements, and obligations of the “District” under the Declaration.

3. The Declaration. Except as modified by the terms and conditions of this Assignment, nothing contained in this Assignment shall be construed to supersede, limit or qualify any provisions of the Declaration. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Declaration, the terms and provisions of the Declaration shall govern (except that after the Effective Date, the Assignee shall be deemed to be the “District” under the Declaration).

4. Governing Law. The construction and performance of this Assignment shall be governed by the laws of the State of Colorado without regard to its principles of conflict of law. Venue shall be property in Adams County, Colorado.

5. Recording. This Assignment shall be recorded in the real property records of the Clerk and Recorder of Adams County, Colorado.

6. Counterparts; Delivery. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single document.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

**NORTH RANGE METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado

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

Name: \_\_\_\_\_

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

STATE OF COLORADO )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of North Range Metropolitan District No. 3.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

---

Notary Public

*[Signature Page 1 of 2 to Assignment of Supplemental Declaration of Covenants, Conditions, and Restrictions for Reunion Ridge Carriage House and Porchlight (Filing No. 1)]*



**ASSIGNEE:****REUNION METROPOLITAN  
DISTRICT,**

a quasi-municipal corporation and political  
subdivision of the State of Colorado

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

Name: \_\_\_\_\_

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

STATE OF COLORADO                    )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of Reunion Metropolitan District.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

*[Signature Page 2 of 2 to Assignment of Supplemental Declaration of Covenants, Conditions, and Restrictions for Reunion Ridge Carriage House and Porchlight (Filing No. 1)]*

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS  
FOR  
REUNION RIDGE CARRIAGE HOUSE and PORCHLIGHT  
(Filing No. 1)**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR REUNION RIDGE CARRIAGE HOUSE and PORCHLIGHT (Filing No. 1) (the “**Supplemental Declaration**”), dated for reference purposes as of this 3rd day of March, 2021, is made by CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation (the “**Declarant**”). Unless otherwise defined herein, initially capitalized phrases, terms, and words in this Supplemental Declaration have the meanings set forth in Section 2.1 below.

**RECITALS:**

A. The Master Declaration establishes and sets forth certain conditions, covenants, reservations, and restrictions affecting the Master Community. The Supplemental Community Area is located within the Master Community and is subject to the conditions, covenants, reservations, and restrictions established by and set forth in the Master Declaration.

B. The Declarant is the Owner of the Supplemental Community Area. The Declarant has decided that it will (1) establish and impose additional conditions, covenants, reservations, and restrictions that will affect the Supplemental Community and (2) pursuant to C.R.S. § 32-1-1004(8)(a)(II), designate the District as the entity responsible for the enforcement of the conditions, covenants, reservations, and restrictions set forth herein with respect to the Supplemental Community. This Supplemental Declaration imposes such additional conditions, covenants, reservations, and restrictions and designates the District as the entity responsible for the enforcement of such additional conditions, covenants, reservations, and restrictions.

**COVENANTS, CONDITIONS, AND RESTRICTIONS:**

THE DECLARANT declares that the Supplemental Community Area shall be conveyed, held, and sold subject to the supplemental conditions, covenants, liabilities, obligations, and restrictions set forth herein in furtherance of a common and general plan for the Supplemental Community Area to (a) enhance and protect the aesthetic nature, attractiveness, desirability, quality, and value of the Supplemental Community Area, (b) provide a mechanism for the enforcement of the provisions hereof, and (c) define certain duties, powers, and rights of Owners of Lots within the Supplemental Community Area.

**ARTICLE 1  
General**

**1.1 Supplemental Community Area.**

(a) The Declarant intends to develop the property located in the Supplemental Community Area as a planned community (the “**Supplemental Community**”). The Declarant hereby declares that Lots located in the Supplemental Community Area shall be conveyed, held, leased, occupied, owned, rented, sold, and transferred subject to the conditions, covenants,

equitable servitudes, limitations, reservations, and restrictions set forth in this Supplemental Declaration.

(b) The Declarant further declares that conditions, covenants, equitable servitudes, limitations, reservations, restrictions, and other matters set forth in this Supplemental Declaration are part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement, and protection of the Supplemental Community Area.

(c) The provisions hereof are intended to and shall run with the land and, until their expiration in accordance with the terms hereof, shall bind, be a charge upon, and inure to the mutual benefit of (i) all of the real property that is now or becomes part of the Supplemental Community Area and each part or parcel thereof, (ii) the Declarant, all Principal Builders, and their respective successors and assigns, and (iii) all Persons having or acquiring any right, title, or interest in any property which becomes part of the Supplemental Community Area or any part or parcel thereof or any improvements now or hereafter located thereon and their respective assigns, heirs, personal representatives, and successors.

1.2 Master Declaration. It is the intent of the Declarant that the conditions, covenants, reservations, and restrictions contained in this Supplemental Declaration are (a) in addition and a supplement to the conditions, covenants, reservations, and restrictions contained in the Master Declaration and (b) not an amendment of the Master Declaration. If there is a conflict between the conditions, covenants, reservations, and restrictions set forth in this Supplemental Declaration and those set forth in the Master Declaration, the conditions, covenants, reservations, and restrictions of the Master Declaration shall control. All Lots subject to this Supplemental Declaration are subject to the provisions of the Master Declaration and this Supplemental Declaration without further reference to this Master Declaration in any deed, notice, Supplemental Declaration, or other instrument.

1.3 Applicability of Colorado Common Interest Ownership Act. The Supplemental Community is not a Common Interest Community, as that term is defined in C.R.S. § 38-33.3-103(8) of the Act. This Supplemental Declaration does not impose any liability on any Residence, Lot, or portion of the Supplemental Community Area for the payment of common expenses. Accordingly, this Supplemental Declaration shall not be governed by the Act.

## ARTICLE 2 Definitions

2.1 Defined Terms. Unless otherwise expressly provided herein, the following words and phrases when used in this Supplemental Declaration have the meanings hereinafter specified.

“**Act**” means the Colorado Common Interest Ownership Act as provided in C.R.S. §§ 38-33.3-101, *et seq.*, as amended from time to time.

“**Additional Easements**” has the meaning set forth in Section 5.4(a).

“**Advisory Board**” has the meaning set forth in Section 6.3.

**“Applicable Laws”** means all decrees, edicts, laws, orders, ordinances, promulgations, regulations, rules, and statutes of all federal, local, or state governments and their respective agencies, departments, divisions, or parts thereof that have or from time to time exercise jurisdiction over the Supplemental Community.

**“Approval”** means with respect to an action requiring the approval of, or consent to, an action by a Person, such Person has given such approval or consent in writing and conveyed such approval or consent by Notice to the other Party.

**“Arbitration”** has the meaning set forth in Section 7.3(c).

**“Arbitrator”** means (a) the American Arbitration Association or (b) such other Arbitrator as the Bound Parties may agree in writing.

**“Attachments”** has the meaning set forth in Section 2.3.

**“Auto Court”** has the meaning set forth in Section 5.2(a).

**“Auto Court Risks”** means the risks attendant to, or associated with, the operation of public facilities similar to the Auto Courts and includes the risk of injury to person or property or both arising out of, or resulting from, (a) the acts, omissions, and trespass of Occupants, Owners, and their respective agents, consultants, employees, guest, invitees, and licensees and other Persons using, or otherwise present on, the Auto Courts, (b) the alteration, construction, maintenance, operation, repair, replacements, or use of the Auto Courts, and (c) lights, noise, odors, and vibrations associated with the Auto Courts and the operation and use of Vehicles on the Auto Courts.

**“Benefited Lots”** means a Lot that is identified in Attachment 4 as a Benefited Lot.

**“Benefited Parties”** means Declarant, the District Parties, and their respective affiliates, agents, assigns, directors, employees, heirs, members, managers, partners, representatives, shareholders, and successors.

**“Bound Parties”** has the meaning set forth in Section 7.1.

**“Builder”** means each Principal Builder or other party constructing a Residence in the Supplemental Community.

**“Burdened Lots”** means the Lots identified in Attachment 4 as a Lot burdened by the Use Easement.

**“City”** means the City of Commerce City, County of Adams, Colorado.

**“Claim”** means, except as exempted by the terms of Article 7 below, any claim, grievance, or dispute between one Bound Party and another, regardless of how the same may have arisen or on what it might be based, including those arising out of or related to (a) the interpretation, application or enforcement of any of the Governing Documents or the rights, obligations, and duties of any Bound Party under any of the Governing Documents, (b) the design or construction

of any Improvements or Residences, (c) any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party, (d) the Common Area Risks, and (e) the Auto Court Risks.

**“Claimant”** has the meaning set forth in Section 7.3(b).

**“Claim Notice”** has the meaning set forth in Section 7.3(b).

**“Common Area”** means the Tracts, facilities, and other improvements designated for access, drainage, open space, streets, utility, and other purposes on the Final Plat.

**“Common Area Risks”** means all Claims and risks attendant to, or associated with the Common Area, as well as other common spaces and public facilities similar to the Common Area including Claims for injury to person, property, or both arising out of, or resulting from, (a) the activities of the District and the District Parties, (b) the construction, design, maintenance, operation, and use of the Common Area, (c) the construction, marketing, and sales activities of Declarant that utilize the Common Area and are associated with the construction, marketing, and sale of Residences in the Supplemental Community Area, (d) drainage resulting from the Established Drainage Pattern and drainage easements established for, or existing on, the Supplemental Community Area, (e) lights, noise, odors, and vibrations associated with the Common Area (including lights, noise, odors, and vibrations generated by air compressors, crowds, lawn mowers, leaf blowers, lights used to illuminate night time activities, mulchers, parking, public events, pumps, tractors, traffic, and Vehicles), (f) trespass, acts, or omissions of Residents and other Persons employed in connection with using, or otherwise present on or about, the Common Area, (g) the use of fertilizers, insecticides, and pesticides in connection with the maintenance of the Common Area, together with overspray in connection with such use, and (h) the use of reclaimed water, treated waste water, or other sources of non-potable water for irrigation and overspray.

**“Declarant”** means CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation, together with its assigns, representatives, and successors; provided, however, that a Person shall be an assign or a successor of the Declarant only (a) if specifically designated in a Recorded instrument as an assign or a successor of the Declarant and (b) as to the interests or rights specifically designated in such Recorded instrument.

**“Declarant Parties”** means Declarant and its respective affiliates, agents, consultants, directors, officers, owners, property managers, representatives, shareholders, and successors.

**“Declarant Rights”** has the meaning set forth in Section 6.1.

**“Declarant Rights Period”** means a one-hundred (100) year period beginning on the date of the Recording of this Supplemental Declaration during which Declarant shall have the right to exercise the Declarant Rights.

**“Design Standards”** has the meaning set forth in Section 4.2(g).

**“District”** means one of (a) North Range Metropolitan District No. 3, (b) Reunion Metropolitan District, (c) any other metropolitan or other type of special district organized as

quasi-public corporations under the laws of the State of Colorado and includes within its boundaries or service area any portion of the Supplemental Community Area, and (d) any other metropolitan or other type of special district organized as quasi-public corporations under the laws of the State of Colorado to which any district described in (a) through (c) above has delegated all or part of its duties.

**“District Parties”** means the District and its respective agents, assigns consultants, directors, officers, property managers, representatives, and successors.

**“Easements”** has the meaning set forth in Section 5.5.

**“Established Drainage Pattern”** means, with respect to any portion of the Supplemental Community Area, the drainage pattern established by the grading of such portion of the Supplemental Community Area in accordance with improvement plans for such drainage as evidenced by the Approval of the City at the completion of such grading and includes the drainage pattern from (a) the Common Area over other portions of the Common Area, over a Lot, or over properties outside the Supplemental Community Area, (b) a Lot over Common Area, (c) any property owned by the City, a District, or other Persons over a Lot, (d) any Lot over property owned by the City, a District, or other Persons, and (e) any Lot over another Lot.

**“FHA”** means the Federal Housing Administration of the United States Department of Housing and Urban Development.

**“Final Plat”** means the Recorded plat for Lots located in the Supplemental Community Area.

**“First Mortgage”** means a mortgage or deed of trust or other such instrument encumbering a Lot that (a) is given voluntarily by a Mortgagor to secure the performance of an obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt and (b) has priority over all other security interests in a Lot, other than statutory liens for taxes and special assessments. The term **“First Mortgage”** includes an executory land sales contract wherein the Administrator of the VA is the seller, whether such contract is owned by the VA or its assigns, and whether Recorded or not.

**“First Mortgagee”** means any Person named as the mortgagee or beneficiary under any First Mortgage, or any insurer or guarantor of a First Mortgage, including the VA.

**“Front-Yard Landscape Plan”** has the meaning set forth in Section 5.2(d)(i).

**“Front-Yard Landscaping”** has the meaning set forth in Section 5.2(d).

**“Governing Documents”** means the Final Plat, the construction drawings or improvement plans that set forth the Established Drainage Pattern, the Design Standards, the Master Declaration, the Regulations and Rules, the Site Plan, and this Supplemental Declaration.

**“Government Mortgage Agency”** means one of (a) the Federal Housing Administration of the United States Department of Housing and Urban Development (**“FHA”**), (b) the Federal Home Loan Mortgage Corporation or The Mortgage Corporation (**“Freddie Mac”**) created by

Title III of the Emergency Home Finance Act of 1970, including any successors thereto, (c) Federal National Mortgage Association (“**Fannie Mae**”), a government-sponsored private corporation established as such pursuant to Title VIII of the Housing and Urban Development Act of 1969, including any successor thereto, (d) the Government National Mortgage Association (“**GNMA**”) administered by the United States Department of Housing and Urban Development, including any successor thereto, (e) the United States Department of Housing and Urban Development (“**HUD**”), (f) the Veterans Administration of the United States of America, including such department or agency of the United States government as shall succeed to the VA in its present function of issuing guarantees with respect to notes secured by Mortgages on Lots (the “**VA**”), (g) any agency, corporation, department, or entity that succeeds to FHA, Fannie Mae, Freddie Mac, GNMA, and VA, and (h) any similar entity, public or private, approved, authorized, or sponsored by any governmental agency to guarantee, insure, make or purchase Mortgage loans.

“**Improvements**” means all structures and any appurtenances thereto and equipment of every type or kind, including additions or alterations to the exterior of a Residence, awnings, basketball poles and/or backboards, buildings, clotheslines, decks, driveways, elevated or raised gardens, exterior air conditioning, exterior antennae, exterior water softener, fences (including the Interior Fences and the Perimeter Fences), exterior stairs, exterior tanks, fixtures, flagpoles, garages, hedges, outbuildings, Front-Yard Landscaping (both organic and non-organic), outdoor flower or garden boxes, outdoor sculptures or artwork, painting of any exterior surfaces of any visible structure, patio or exterior window covers, plantings, planted trees and shrubs, playground equipment, poles, satellite dishes, screening walls, signs, solar equipment, sprinkler pipes, retaining walls, walkways, and windbreaks.

“**Included Property**” means the real property described in a Notice of Inclusion that an Including Party adds to, includes in, and makes a part of the Supplemental Community Area pursuant to the provisions of Article 3 below.

“**Includible Area**” means the real property in the Supplemental Project Area that an Including Party may add to the Supplemental Community Area pursuant to Article 3 hereof. As of the Recording of this Supplemental Declaration and subject to the right of Declarant to contract or expand the Includible Area as set forth in Section 3.5 below, the Includible Area is the real property described in Attachment 2 to this Supplemental Declaration.

“**Including Party**” means Declarant, a Principal Builder, and/or any other Person having the ability to include property into the Supplemental Community Area pursuant to the provisions of Article 3 below.

“**Interior Fence**” has the meaning set forth in Section 5.2(c).

“**Irrigation Water**” means the water used to maintain the Front-Yard Landscaping on a Lot.

“**Lot**” means any lot or parcel of land (a) described on, and established by, the Final Plat, (b) located within the Supplemental Community Area, and (c) upon which a Builder or Person may construct a Residence in accordance with Applicable Law.



**“Master Community”** means the planned community established by the Master Declaration and commonly known as “Reunion.”

**“Master Declarant”** means CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation.

**“Master Declaration”** means that certain Declaration of Covenants, Conditions and Restrictions for North Range Metropolitan District No. 3 Area Within Reunion, recorded December 10, 2020 at Reception No. 2020000130062 in the real estate records of Adams County, Colorado.

**“Mediation,” “Mediation Period,” “Mediation Request,”** and **“Mediator”** have the meanings set forth in Section 7.3(a).

**“Mortgage”** means any Recorded deed of trust, mortgage, or other security instrument given voluntarily by an Owner of a Lot that encumbers a Lot to secure the performance of an obligation or the payment of a debt.

**“Mortgagee”** means a beneficiary of, or mortgagee under, a Mortgage and includes (a) the assignees of such mortgagee, (b) any Person named as the mortgagee or beneficiary under any First Mortgage, or (c) any insurer or guarantor of a First Mortgage, including the VA.

**“Mortgagor”** means the maker or grantor of a deed of trust or mortgage.

**“Notice”** has the meaning set forth in Section 9.3.

**“Notice of Inclusion”** means a Recorded Notice that includes Included Property into the Supplemental Community Area, as more particularly set forth in Section 3.3(c).

**“Notice of Withdrawal”** means a Notice Recorded for the withdrawal of property from the Supplemental Community Area, as more particularly set forth in Section 3.4.

**“Occupant”** means each Person occupying a Lot and includes, but is not necessarily limited to, each Owner, guest, invitee, licensee, tenant, or other occupant of a Residence.

**“Open Space Use”** has the meaning set forth in Section 5.3(c).

**“Owner”** means a Person or Persons, including the Declarant, who hold fee simple title of Record to a Lot, including sellers under executory contracts of sale, but excluding buyers thereunder.

**“Owner Party”** means an (a) an Owner, (b) an agent, assign, contractor, family member, guest, heir, invitee, licensee, or representative of an Owner, (c) an Occupant residing in the Residence of an Owner, (d) an agent, assign, contractor, family member, guest, heir, invitee, licensee, or representative of an Occupant, or (e) a Utility Provider (including an employee or representative of a Utility Provider) present in the Supplemental Community Area at the invitation or request of an Owner.

**“Paired Benefited Lot”** means, with respect to each Burdened Lot, the Benefited Lot (a) paired with such Burdened Lot, as set forth on Attachment 4 hereto, and (b) having the benefit, right, and use of the Use Easement Premises located on such Burdened Lot.

**“Paired Burdened Lot”** means, with respect to each Benefited Lot, the Burdened Lot (a) paired with such Benefited Lot, as set forth on Attachment 4 hereto, and (b) subject to the Use Easement in favor of such Benefited Lot.

**“Perimeter Fence”** has the meaning set forth in Section 5.2(c).

**“Person”** means a natural person, a corporation, a partnership, or any other entity.

**“Principal Builder”** means an Owner that acquires one or more vacant Lots for the construction of a Residence thereon for resale to the ultimate purchaser thereof and is designated a **“Principal Builder”** in a writing Recorded by the Declarant pursuant to this Supplemental Declaration. The term **“Principal Builder”** includes the Declarant, CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation.

**“Record,” “Recordation,” “Recorded,” or “Recording”** means the filing for record of any document in the office of the Clerk and Recorder of the County of Adams, Colorado.

**“Recyclables”** has the meaning set forth in Section 5.2(g).

**“Regulations and Rules”** has the meaning set forth in Section 4.2(a).

**“Reserved Rights”** has the meaning set forth in Section 6.1.

**“Residence”** means a single-family residence and related Improvements constructed on a Lot in the Supplemental Community Area.

**“Resident”** means an Occupant or an Owner.

**“Residential Clusters”** means each of the clusters of Lots set forth in Attachment 3 to this Supplemental Declaration.

**“Respondent”** has the meaning set forth in Section 7.3(b).

**“Site Plan”** means the plan of the Supplemental Community Area set forth on Attachment 5 to this Supplemental Declaration. Declarant may record a replat of the Final Plat after the recording of this Supplemental Declaration which will move the Lot lines for Lots 7 through 10, inclusive, Block 22. In the event that the replat of the Final Plat is recorded as provided above, the Site Plan at Attachment 5 will be replaced by the revised Site Plan at Attachment 6 for all purposes under this Supplemental Declaration.

**“Special Districts Act”** means C.R.S. § 32-1-101, et seq.

**“Successor Declarant”** means any Person that (a) owns one or more Lots and (b) the Declarant specifically designates as a Successor Declarant in a Recorded instrument as a Successor

Declarant as set forth in Section 6.2. A Successor Declarant succeeds only to the interests or rights specifically designated in such Recorded instrument.

**“Supplemental Community”** has the meaning set forth in Section 1.1(a).

**“Supplemental Community Area”** means the Lots described and listed in Attachment 1 hereto *plus* Lots described in a Notice of Inclusion and added to the Supplemental Community Area in the manner set forth in Section 3.3 and *less* Lots described in a Notice of Withdrawal and withdrawn from the Supplemental Community Area in the manner set forth in Section 3.4.

**“Supplemental Covenants”** has the meaning set forth in Section 5.2.

**“Supplemental Covenants and Easements”** has the meaning set forth in Article 5.

**“Supplemental Project Area”** means the aggregate of (a) the Supplemental Community Area subject to this Supplemental Declaration at any point in time and (b) the Includible Area that an Including Party may include in the Supplemental Community Area.

**“Supplemental Services”** has the meaning set forth in Section 4.2(c).

**“Term”** has the meaning set forth in Section 8.1.

**“Tracts”** means Tracts I through L, inclusive, Reunion Ridge Filing No. 1, according to the Final Plat thereof.

**“Termination Agreement”** has the meaning set forth in Section 8.1.

**“Trash”** has the meaning set forth in Section 5.2(g).

**“Unightly Condition”** means a condition on a Lot that the District determines, in its absolute and sole judgment, (a) detracts from the aesthetic nature, attractiveness, desirability, quality, and value of the Supplemental Community as a whole, (b) is inconsistent with the common and general plan established by Declarant for the benefit and betterment of the Supplemental Community as a whole, (c) is unattractive, unsightly, or otherwise detrimental to the aesthetic values of the Supplemental Community, or (d) violates the Supplemental Covenants and Easements regarding the appearance or attractiveness of the Supplemental Community as a whole.

**“Use Easement”** has the meaning set forth in Section 5.3.

**“Use Easement Premises”** means the five-foot strip of each Burdened Lot lying along the boundary line between a Burdened Lot and the Benefited Lot paired with such Burdened Lot, as set forth on Attachment 4 and depicted on the Site Plan in Attachment 5.

**“Use Easement Restrictions”** has the meaning set forth in Subsection 5.3(d) below.

**“Utilities”** means all utility services necessary for the convenient use and enjoyment of the Lots and Residences and the Common Area, and includes cable television, electric, gas, water, sanitary water, storm sewers, telephone, telecommunication facilities, and similar services.

**“Utility Equipment”** means all equipment of every kind, nature, or type convenient or necessary for making available or providing Utilities to the Common Area, the Residences, and the Lots, and including all equipment, junction boxes (including utility lines from junction boxes to a Residence), lines, manholes, meter pits (including utility lines from meter pits to a Residence), poles, pipelines and sleeves, and similar equipment.

**“Utility Provider”** means the City Utilities or any other provider of Utilities to the Supplemental Community Area, as the context may require.

**“VA”** means the Department of Veterans Affairs.

**“Vehicle”** means any vehicle of any kind, nature, or type (including motorized and non-motorized) and including an abandoned vehicle, an all-terrain vehicle, automobiles, boats, campers (including on or off supporting vehicles), cars, disabled or junk vehicles, mobile homes, motor homes, motorcycles, non-functioning vehicles, recreational vehicles, snowmobiles, tractors, towed trailer units, trailers, trucks, utility vehicles, or other machines used for transporting materials or people.

**“Water Billing Service”** means billing and collection of amounts due from Owners for the provision of Irrigation Water service to Residences located in the Supplemental Community.

2.2 Construction of Terms. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. Builders, Declarant, Occupants, Owners, and/or other Persons construing, enforcing, or interpreting this Supplemental Declaration shall construe, deem, and interpret (a) the words *include*, *includes*, and *including* as being followed by the phrase *without limitation*, (b) the word *will* as having the same meaning and effect as the word *shall*, (c) any definition of or reference to any agreement, instrument or other document (including any organization document) as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (d) any reference herein to any Person including such Person’s successors and assigns, (e) the words *herein*, *hereof*, and *hereunder*, and words of similar import when used in this Supplemental Declaration as referring to this Supplemental Declaration in its entirety and not to any particular provision thereof, (f) references in this Supplemental Declaration to sections, subsections, and attachments as references to the sections and subsections of, and attachments to, this Supplemental Declaration, (g) references in this Supplemental Declaration to any Attachment as referring to such Attachment amended, modified, or supplemented from time to time by a Recorded instrument or Notice (including any Notice of Inclusion or Notice of Withdrawal) in accordance with the terms hereof, (h) references to any law as references to all statutory and regulatory provisions amending, consolidating, interpreting, replacing, or supplementing such law and any reference to any law or regulation, unless otherwise specified, as referring to such law or regulation as amended, modified or supplemented from time to time, and (i) section headings as being for convenience of reference only and not affecting the interpretation of this Supplemental Declaration.

2.3 Attachments. The Declarant (a) attaches the following attachments (the **“Attachments”**) to this Supplemental Declaration, (b) incorporates and makes the Attachments a

part of this Supplemental Declaration by this reference, and (c) states that all references in this Supplemental Declaration to *Attachments* are to the following:

Attachment 1	Description of Supplemental Community Area
Attachment 2	Description of Includible Area
Attachment 3	Residential Clusters
Attachment 4	List of Paired Lots
Attachment 5	Site Plan
Attachment 6	Site Plan

### ARTICLE 3

#### Property Subject to Supplemental Declaration

3.1 Property Hereby Made Subject. The Declarant hereby declares that the Supplemental Community Area is subject to the conditions, covenants, reservations, and restrictions set forth herein. In the manner set forth in this Article 3, Declarant and other Including Parties may (a) exclude and include land in the Supplemental Community Area and (b) subject land to, and withdraw land from, the conditions, provisions, and terms of this Supplemental Declaration.

3.2 Development of Supplemental Community in Phases. Declarant shall have, and Declarant hereby reserves, the right, but not the obligation, to develop the Supplemental Project Area in phases. As a part of such phased development, Declarant reserves the right to add to the Supplemental Community Area part or all of the Includible Area (as the boundaries of such area may exist from time to time as set forth in Section 3.5 below) in phases so long as such Including Party owns any part of the Supplemental Project Area. Inclusion of Lots as a part of such phased development shall be accomplished in accordance with a general development plan to be accomplished by Declarant, any Builder, or any Successor Declarant, which plan may be filed, if applicable, with the City and/or HUD and/or the VA before any such inclusion, if Declarant, a Builder, or a Successor Declarant have previously obtained Approval of all or part of the Supplemental Community from FHA, HUD, or VA. If Declarant has previously obtained Approval of all or part of the Supplemental Community from FHA, HUD, or VA, then FHA, HUD, or VA, as the case may be, must also Approve the addition of Included Property containing Lots intended for the construction of Residences. Within the context of and in accordance with Declarant's general development plan, Residences on Lots included into the Supplemental Community Area shall be either substantially the same cost, quality, size, and style as Residences previously constructed in the same portion of the Supplemental Community Area or such other cost, quality, size, and style as may be Approved by Declarant.

#### 3.3 Manner of Inclusion.

(a) Inclusion by Declarant. Declarant may add real property to the Supplemental Community Area as Included Property provided that the proposed Included Property is within the Includible Area. By acceptance of title to such property, any Person acquiring any interest in any land comprising part of the Includible Area hereby acknowledges and agrees that Declarant shall have the right to include such land into the Supplemental Community Area without the consent of such owners who shall be deemed to have designated the Declarant as their attorney-

in-fact with full, irrevocable power to accomplish the inclusion of such land into the Supplemental Community Area. Declarant shall add real property as Included Property to the Supplemental Community Area by Recording a Notice of Inclusion complying with Section 3.3(c) below.

(b) Inclusion by Other Persons; Notice of Inclusion. With the prior Approval of Declarant, all other Including Parties may add additional real property as Included Property provided that (i) such Including Party (A) owns the proposed Included Property or (B) has the prior Approval of the owner of the proposed Included Property, (ii) the proposed Included Property is within the Includible Area, and (iii) the Including Party executes and Records a Notice of Inclusion complying with Section 3.3(c) below.

(c) Contents of Notice of Inclusion. Any deed, Notice, or other instrument adding Included Property into the Supplemental Community Area (a “**Notice of Inclusion**”) shall (i) be Recorded, (ii) if the Approval of Declarant is required pursuant to Section 3.3(b) above, contain the Approval of Declarant, (iii) describe the Included Property, (iv) refer to this Supplemental Declaration, including the date and reception number for the Recordation of this Supplemental Declaration, (v) contain a supplement that identifies the Benefited Lots, the Burdened Lots, the Paired Benefited Lots, and the Paired Burdened Lots in the Included Property, and (vi) contain a Site Plan that shows in reasonable detail the Use Easement Premises in the Included Property.

(d) Effect of Inclusion of Property. From and after the Recording of a Notice of Inclusion, the Included Property described in such Notice of Inclusion shall be part of the Supplemental Community Area and subject to the conditions, covenants, equitable servitudes, provisions, restrictions, and terms of this Supplemental Declaration.

(e) Consent of Owners. By acceptance of title to property in the Supplemental Community Area, each Owner acknowledges and agrees that Declarant and Including Parties shall have the right to add Included Property into the Supplemental Community Area and to Record such Notices of Inclusion as Declarant may determine without the prior Approval of such Owners who, by acceptance of title to such property, hereby designate Declarant as their attorney-in-fact with full and irrevocable power to accomplish the inclusion of such land into the Supplemental Community Area and to record such Notices of Inclusion as Declarant may determine.

3.4 Withdrawal of Lots by the Declarant. Declarant may withdraw Lots that it owns from the Supplemental Community, the Supplemental Community Area, and from this Supplemental Declaration by the execution, acknowledgment, and Recordation of a notice (a “**Notice of Withdrawal**”) of such withdrawal. The Notice of Withdrawal shall (a) be executed and acknowledged by the Declarant, (b) contain an adequate legal description of Lots being withdrawn from the Supplemental Community Area, (c) contain a reference to this Supplemental Declaration, which reference shall state the date thereof, the date Recorded, and the reception number or other Recording information of this Supplemental Declaration, and (d) contain a statement and declaration that such Lots are being withdrawn from the Supplemental Community and shall not be thereafter subject to this Supplemental Declaration. The withdrawal shall be effective upon Recording of the Notice of Withdrawal and, upon Recording of the Notice of Withdrawal, the Lots described therein shall no longer be part of the Supplemental Community Area or subject to this Supplemental Declaration.

3.5 Expansion or Contraction of Includible Area. During the Declarant Rights Period, Declarant may add to, expand, delete from, or remove all or part of the Includible Area by Recording an instrument that (a) is executed by the owner thereof (if Declarant is not then the owner of the real property being affected) and Declarant, (b) describes such real property, and (c) states that, after the Recording of such instrument, such real property shall thereafter be added to, or deleted from, the Includible Area.

#### ARTICLE 4

##### Authority and Powers of District

4.1 Delegation of Authority to District. The Declarant, for itself and its successors (including all Owners of Lots and Residences in the Supplemental Community) hereby assigns and delegates to the District the authority and power to (a) enforce the conditions, covenants, easements, provisions, and terms of this Supplemental Declaration, (b) perform the duties and obligations of the District, as set forth herein, with respect to the Supplemental Community and the Owners of Lots and Residences, and (c) pursuant to C.R.S. § 32-1-1004(8)(a)(II), designate the District as the entity responsible for enforcement of the Supplemental Covenants and Easements established by this Supplemental Declaration.

4.2 Authority and Powers of District. In addition to the authority and powers vested in the District by Applicable Law, the District shall have the following authority and powers:

(a) Adoption of Regulations and Rules. In accordance with and subject to applicable Law, the District shall adopt, establish, and promulgate appropriate policies, procedures, regulations, and rules (the “**Regulations and Rules**”) as the District deems appropriate, desirable, or necessary regarding (i) the enforcement of the Supplemental Covenants and Easements, (ii) maintenance of, and repair of damage to, the Easements, (iii) maintenance, repair, and replacement, as necessary, of the Perimeter Fences and the Auto Courts, and (iv) maintenance, repair, and replacement, as necessary, of the Front-Yard Landscaping and the Irrigation Water systems.

(b) Enforcement of Supplemental Covenants and Easements. Subject to Applicable Law and in its discretion, the District shall have the authority, duty, power, and right to enforce this Supplemental Declaration, including the following with respect to the Regulations and Rules and Supplemental Covenants and Easements:

(i) Fines. Establish and levy fines against Owners who do not comply with (A) this Supplemental Declaration, (B) the Supplemental Covenants and Easements, and (C) the Regulations and Rules established by the District pursuant to this Supplemental Declaration; and

(ii) Remedies Pursuant to Special Districts Act. Enforce the Supplemental Covenants and Easements by such remedies as may be available to special districts established pursuant to the Special Districts Act, as amended from time to time, including the following:



(A) The commencement of civil actions against Owners to collect such fines and specifically enforce this Supplemental Declaration, the Supplemental Covenants and Easements, and the Regulations and Rules against such Owners by injunction or otherwise;

(B) The recordation and enforcement by foreclosure of liens against the Lots and Residences of Owners who fail to comply with this Supplemental Declaration, the Supplemental Covenants and Easements, and the Regulations and Rules;

(C) The recordation of a notice of violation against the Lot on which the violation exists;

(D) Taking such actions as may be necessary, in the discretion of the District, to collect sums due from Owners for water service in furtherance of Water Billing Services (including (1) sending demand letters to delinquent Owners, (2) collecting interest from delinquent Owners at the rate of 8% per annum from the date such late payments were due until the date of repayment, (3) imposing fines, (4) assessing late payment charges against delinquent Owners for water service, (5) curtailing service for nonpayment by an Owner of water service, (6) referring delinquent accounts to attorneys or collection companies for payment, and (7) taking such other steps as may be necessary, in the discretion of the District, to perform the Water Billing Services and ensure timely payment from Owners of amounts due for water provided to Residences in the Supplemental Community); and

(E) After reasonable prior Notice to the Occupant and/or Owner of a Lot, enter upon a Lot for the purpose of maintaining, repairing, and replacing the following: (1) Perimeter Fences, as set forth in Section 5.2(c) below and (2) damage to Use Easement Premises, as set forth in Section 5.3 below.

(c) Right to Contract for Supplemental Services. Subject to Applicable Law, the District shall have the authority and power, but not the obligation, to contract, on behalf and in the name of the Owners, with one or more contractors to supplement the following services to the extent they are not provided by the City ("**Supplemental Services**"): (i) snow removal from the Auto Courts, (ii) maintenance and repair of paving in the Auto Courts, (iii) the pick-up and removal of Recyclables and Trash from Residences in the Supplemental Community, (iv) the Water Billing Services, and (v) maintenance, repair, and snow removal from sidewalks in the Supplemental Community. If the District contracts with a contractor to provide the Supplemental Services, then the District shall determine, in its discretion, the conditions and terms of such contracts, the nature and type of the Supplemental Services needed, and the extent, manner, and times at which such contractors will provide such Supplemental Services.

(d) Right to Contract with Management Company. The District shall have the authority and right to contract with a professional management company to perform some or all of its duties pursuant to this Supplemental Declaration and to provide the Supplemental Services provided that any agreement for professional management of the business of the District or any other contract providing for services of a Declarant shall have a maximum term of one (1) year.

(e) Right to Contract with Other Districts. The District shall have the authority

to enter into agreements with another District to (i) enforce all or part of the Supplemental Covenants and Easements, (ii) maintain, and repair damage to, the easements created by this Supplemental Declaration, (iii) maintain, repair, and replace, as necessary, the Perimeter Fences, the Auto Courts, and (iv) to provide any other services or perform any other functions of the District as set forth in this Supplemental Declaration.

(f) Right to Monitor and Bill Water Usage. The District shall have the authority and power to perform the Water Billing Services, including (i) contracting with a company to read the meters monitoring water usage in the Residential Clusters, (ii) billing Owners of Residences in a Residential Cluster for water usage on an equitable *pro rata* basis determined from time to time by the District, (iii) establishing procedures and rules for Water Billing Services in accordance with Applicable Law, and (iv) receiving the foregoing payments for water usage from Owners and paying the supplier of water service to a Residential Cluster for such water usage (including, if necessary, (A) enforcing the payment from Owners who do not timely remit payment of bills for water service, as set forth in Section 4.2(b)(ii) above, (B) collecting interest at the rate of 8% per annum from the date a bill for water service was due until the date of payment for late payment, (C) imposing fines, late charges, and penalties for delinquent payment, (D) retaining attorneys for the collection of delinquent payments, and (E) curtailing service for nonpayment.

(g) Right to Supplement Design Standards. From time to time and in its discretion, the District may establish additional design standards ("**Design Standards**") for Improvements in the Supplemental Community that will supplement the design standards in the Master Declaration or any promulgated thereunder. Before commencing work on any proposed Improvements to a Residence, an Owner will comply with the procedures set forth in Article 8 of the Master Declaration.

(h) Right to Use Easements. The District shall have the benefit and use of all of the easements, rights, and rights of way established and reserved by the Declarant in the Master Declaration (including those specified in Article 5 of the Master Declaration) with respect to the Supplemental Community Area.

4.3 License to Enter Lot and Supplemental Covenants Easement. By accepting title to a Lot or occupying a Residence, each Owner and Occupant (a) grants the District, together with its agents, assigns, contractors, employees, licensees, representatives, and subcontractors (for this purpose, collectively, the "**District**"), the authority and irrevocable license to enter upon a Lot, during business hours and upon reasonable notice (including scheduled landscape maintenance) or at any time for emergency purposes in the District's sole discretion, for the purpose of exercising its rights and performing its duties as more particularly set forth in this Article 4 and Article 5 below and (b) releases the District from all claims, damages, liabilities, and losses arising under or relating to such entry, exercise of its rights, and performance of its duties hereunder. Declarant hereby declares, establishes, grants, and reserves to itself, Declarant Parties, the Districts, and the District Parties, a non-exclusive Additional Easement over the Lots for the purpose of exercising its rights and performing its duties regarding the Supplemental Covenants, as more particularly set forth in Article 5 below.

4.4 District Designation. By accepting title to a Lot or occupying a Residence, each Owner and Occupant (a) accepts the designation by the Declarant of the District as the entity

responsible for enforcement of the Supplemental Covenants and Easements, (b) accepts the authority and powers granted to the District in Sections 4.2 and 4.3 above, and (c) agrees to comply with (i) the Supplemental Covenants and Easements and (ii) the policies, procedures, regulations, and rules that the District adopts, Approves, establishes, and promulgates from time to time regarding the Supplemental Covenants and Easements, including the Regulations and Rules.

## **ARTICLE 5**

### **Supplemental Covenants and Easements**

5.1 Master Declaration Covenants and Easements. The Supplemental Community is subject to all of the conditions, provisions, and terms of the Master Declaration, including (a) the easements and disclosures set forth in Article 9 thereof, (b) the architectural approval process set forth in Article 8 thereof, and (c) the Declarant's rights and reservations set forth in Article 5 thereof.

5.2 Supplemental Covenants. Subject to Section 5.1 above, the Declarant hereby declares, establishes, and imposes upon the Supplemental Community Area the covenants, equitable servitudes, limitations, reservations, and restrictions set forth in this Section 5.2 (collectively, the "**Supplemental Covenants**");

(a) Auto Courts. As set forth on the Final Plat and as generally depicted on the Site Plan, each Residence in a Residential Cluster shares an automobile court (the "**Auto Court**") with the other Residences in such Residential Cluster. The Final Plat dedicates and grants for public use an easement for access and Utilities across, on, and over the Auto Court in each Residential Cluster from each Residence to an avenue, place, street, or way dedicated for public use. With respect to the Auto Court, an Owner and Occupant shall not (i) conduct any activity in the Auto Court that would constitute a nuisance or noxious activity or unreasonably interfere with the full enjoyment and use of an Auto Court for access by Occupants of Residences adjoining such Auto Court, (ii) barricade, block, hinder, interfere with the use of, or otherwise materially obstruct the full enjoyment and use of an Auto Court for access by Occupants of Residences adjoining such Auto Court, (iii) keep, park, or store any Vehicles, except to the extent that the Site Plan provides for such private driveway, off-street parking of Vehicles in a particular Auto Court and in a specific location or as allowed by the District, (iv) dismantle, maintain, paint or repaint, repair, service, or perform other work on a Vehicle in the Auto Court, or (v) store any container, receptacle, or other object in the Auto Court. Declarant and the District reserve the right to amend this Supplemental Declaration if necessary to correct any discrepancies or errors in the designation of Residential Clusters, or if necessary, to reflect any amendments, corrections, or revisions of the Residential Clusters based on amendments of the Final Plat made after the Recording of this Supplemental Declaration.

(b) Condition of Improvements. Each Owner shall maintain its Lot and the Residence located thereon in an attractive, clean, and safe condition, in good repair, and in strict compliance with Applicable Laws and the Governing Documents. The District shall (i) determine whether an Owner is maintaining its Lot and Residence in the condition required by this Section 5.2(b), (ii) determine whether any condition on a Lot constitutes an Unsightly Condition, and (iii) maintain, operate, and repair the Common Area except as may otherwise be provided in this Supplemental Declaration. Notwithstanding the foregoing right of the District and unless

otherwise provided, it shall be the sole and exclusive duty and obligation of each Owner to maintain its Lot and Residence in the condition required by this Section 5.2(b), and the District shall have no authority, duty, power, obligation, or right to maintain such Improvements.

(c) Fences. Upon its construction of a Residence on a Lot, a Builder shall construct interior fences (“**Interior Fences**”) on the interior Lot lines at the location generally depicted in the Site Plan and fences around the perimeter (the “**Perimeter Fences**”) of the Supplemental Community at the locations generally depicted on the Site Plan. Owners and District shall maintain, repair, and replace the Interior Fences and Perimeter Fences as follows:

(i) Interior Fences. Each Owner, for itself and its respective assigns, heirs, successors, and representatives (including all Occupants of an Owner’s Residence) shall (A) at its cost and expense, maintain, repair, and replace the Interior Fence(s) bounding its Lot in a condition consistent with a first-class community and in a manner that will increase and maintain the value of Residences in the Supplemental Community and (B) not damage, injure, relocate, remove, or replace an Interior Fence or a Perimeter Fence.

(ii) Perimeter Fences. At its cost and expense, the District shall maintain, repair, and replace the Perimeter Fences in a condition consistent with a first-class community and in a manner that will increase and maintain the value of Residences in the Supplemental Community provided that if an Occupant or an Owner damages a Perimeter Fence, then, upon the demand of the District, the Owner shall reimburse the District the cost and expense incurred by the District in such maintenance, repair, or replacement, together with interest on such costs and expenses from the date of demand for payment until the date paid in full.

(d) Front-Yard Landscaping. Except for the Front-Yard Landscaping of front yards of Residences described in this Section 5.2(d), each Owner shall maintain landscaping on its Lot in accordance with the requirements of the Master Declaration. With respect to Front-Yard Landscaping (“**Front-Yard Landscaping**”), each Builder, Owner, and District shall comply with the following covenants:

(i) Front-Yard Landscape Plan. The Declarant shall establish a plan (a “**Front-Yard Landscape Plan**”) for the front yard of each Residence that will generally depict the location and type of Front-Yard Landscaping for Residences in the Supplemental Community. From time to time, the District shall have the right to change the Design Standards and/or plantings approved for the Supplemental Community, provided that the District shall not require a Builder or an Owner to change Front-Yard Landscaping pursuant to a Front-Yard Landscape Plan Approved by the District notwithstanding changes to the Design Standards taking effect after such Approval.

(ii) Installation of Front-Yard Landscaping. Upon its construction of a Residence on a Lot and at its cost and expense, a Builder shall (A) install the Front-Yard Landscaping in the front yard of such Residence pursuant to the Front-Yard Landscape Plan for such Lot and (B) be responsible for maintenance, repair, and replacement of Front-Yard Landscaping for a one-year warranty period beginning with the month of the initial installation of such Front-Yard Landscaping. Declarant hereby declares, establishes, grants, and reserves access easements across, on, over, or under each Lot, but not the interior of a Residence, for the benefit

and use of the Builder for the purpose of maintaining, repairing, or replacing the Front-Yard Landscaping during the warranty period.

(iii) Maintenance of Front-Yard Landscaping. Following the expiration of the one-year warranty period, as stated above in Section 5.2(d)(ii) and at its cost and expense, and only after inspection and acceptance by the District, the District shall be responsible for the maintenance, repair, and replacement of the Front-Yard Landscaping on the Lots provided that if an Occupant or an Owner damages the Front-Yard Landscaping, then, upon the demand of the District, the Owner shall reimburse the District the cost and expense incurred by the District in such maintenance, repair, or replacement of the Front-Yard Landscaping, together with interest on such costs and expenses from the date of demand for payment until the date paid in full.

(e) Short-Term Rentals of Residences. As it deems appropriate or desirable in its sole discretion, the District shall have the right, but not the obligation, to impose (i) such limitations, Regulations and Rules, and other restrictions regarding and regulating the rental, subleasing, and use of Residences for bed-and-breakfast, hotel, transient, or vacation-type rentals, whether offered by Airbnb, HomeAway, VRBO, and similar online rental sites for short-term, temporary, or transient occupancy and use and (ii) such fines and penalties as the District deems appropriate for violations of such limitations, Regulations and Rules, and other restrictions.

(f) Structures. In addition to the requirements set forth in Article 8 of the Master Declaration requiring Approval from the Architectural Review Committee (as defined in the Master Declaration), no Builder or Owner shall build, construct, install, or maintain any accessory building, shed, structure, or Improvement on a Lot other than the Residence that exceeds six (6) feet in height or that is within five (5) feet of a Lot line.

(g) Recyclables and Trash. Each Owner shall (i) dispose of all garbage, grass clippings, leaves, lumber, metal, plant waste, scrap, shrub or tree clippings, or debris of any kind in containers (“**Trash**”) designated for trash by the City, (ii) dispose of recyclable bottles, glass, paper, plastic, and other recycled materials (“**Recyclables**”) in accordance with City requirements and in receptacles designated for Recyclables, (iii) on the days designated by the City for pick-up and removal, cause the receptacles for Recyclables and Trash to be carried out to a publicly dedicated street by the times for such pickup, as designated by the City, and (iv) within twenty-four (24) hours after the City has picked up such Recyclables and Trash, cause the receptacles to be taken from the publicly dedicated street to such Owner’s Residence. Owners shall dispose of bulk materials in accordance with the City requirements for the pick-up of such materials. If the District contracts with or designates a common contractor to perform such services, then each Owner shall comply with the procedures and requirements of such subcontractor for the pick-up and disposal of Recyclables and Trash.

(h) Reconfiguration of Lots. Without the prior Approval of the District being first obtained in each instance and except for the rights of the Declarant set forth in Section 6.2(d) below, an Owner shall not (i) combine Lots, (ii) reconfigure Lots, (iii) subdivide a Lot, or (iv) convert a Lot to condominium ownership.

(i) Yard and Recreation Equipment. An Owner shall store at a location not visible from the street or the rear ground level door, any garden, snow removal, yard, or other

equipment and all temporary, portable backboards, goals, nets, and other recreation equipment. Without the prior Approval of the District and except in compliance with the Governing Documents, an Owner shall not (i) attach a basketball backboard to the exterior of a Residence, (ii) erect, install, maintain, or use playground equipment above six feet in height, as measured from the rear ground level door or porch of a Residence, (iii) maintain or use exterior recreation equipment (including basketball poles, backboards, and soccer or street hockey goals and nets) on Common Area and public streets, or (iv) use temporary exterior basketball backboards that are not made from a manufacturer's standard colors and materials.

(j) Irrigation Water Service. Each Lot is part of a Residential Cluster, as set forth on Attachment 3, and each Owner shall obtain Irrigation Water for the Lot from a water meter that is common to, and shared by, each of the Lots in a Residential Cluster, and in that regard:

(i) Water Meter for Each Residential Cluster. Each Owner shall (A) obtain Irrigation Water for its Residence from the Irrigation Water supplied to each Residential Cluster, (B) promptly pay invoices from the District for water used by a Residence on such basis as the District determines for such Irrigation Water service, and (C) not install or maintain any type of water softener or water supply system without the prior written consent of the District and in accordance with all Applicable Laws.

(ii) Separate Metering. If the District, in its reasonable discretion, determines that one Residence in a Residential Cluster is using an unreasonable amount of water, then, at its option, the District may install a separate meter for such Residence, in which event the Owner of such Residence shall reimburse the District on demand the cost of such additional water usage and the cost of the installation of such separate meter.

(iii) Maintenance of Irrigation Water System. The District shall be responsible for the maintenance, repair, and replacement of the Irrigation Water system on the Lots (including Irrigation Water lines on the Lots) provided that if an Occupant or an Owner damages the Irrigation Water system, then, upon the demand of the District, the Owner shall reimburse the District the cost and expense incurred by the District in such maintenance, repair, or replacement of the Irrigation Water system, together with interest on such costs and expenses from the date of demand for payment until the date paid in full.

5.3 Use Easement. Subject to Section 5.1 above, the Declarant hereby creates, declares, establishes, and grants a non-exclusive, permanent, and separate easement ("Use Easement") across, on, and over the Use Easement Premises on each Burdened Lot in the Supplemental Community Area. The Use Easement is created, declared, established, and granted upon the following conditions and terms:

(a) Benefited Lot. Each Owner of a Benefited Lot shall have the benefit and use of the Use Easement Premises located on the Burdened Lot with which it is paired, as set forth on Attachment 4 and for the purposes, and subject to the conditions, restrictions, and scope of, such Use Easement as set forth in Section 5.3(b) below.

(b) Conditions and Scope of Use Easement. The Occupants and Owner of a Benefited Lot shall have the right to enjoy and use the Use Easement Premises on its respective

Paired Burdened Lot for Open Space Uses (as set forth in Section 5.3(c) below) subject to (i) the Use Easement Restrictions (as set forth in Section 5.3(d) below and (ii) compliance with the conditions and terms of this Supplemental Declaration, the Master Declaration, and regulations and rules established from time to time by the District.

(c) Open Space Uses. With respect to the use of a Use Easement Premises by Occupants and Owners of a Benefited Lot, the term “**Open Space Uses**” *includes* planting of grass, flowers, and vegetables permitted by the Design Standards and general recreational, picnic, social, and garden area, but *excludes* the planting of bushes, shrubs, and trees on the Use Easement Premises; the installation of a fence on any part of the Use Easement Premises other than the Fence constructed by a Builder; the construction, location, and use of Improvements on the Use Easement Premises; and the location and use of chairs, dog houses, gazebos, hot tubs, patios, trellises, tables, barbecue grills, barbecue smokers, and similar items on the Use Easement Premises.

(d) Use Easement Restrictions. The Use Easement is subject to the following conditions, limitations, reservations, restrictions, and rights of entry (collectively, the “**Use Easement Restrictions**”):

(i) The Occupants and Owners of a Benefited Lot shall not (A) conduct any activity on or otherwise use the Use Easement Premises in any manner, at any time, that unreasonably disturbs the Occupants and Owners of its respective Paired Burdened Lot and (B) decorate, deface, paint, or attach any object to the exterior wall of the Residence located on said Paired Burdened Lot.

(ii) The Owner of a Burdened Lot shall have the right at all reasonable times to enter upon the Use Easement Premises, including the right to reasonably cross over the Benefited Lot that borders on the Use Easement Premises, for the purpose of performing work related to maintenance of the Residence located on the Burdened Lot.

(iii) A Burdened Lot shall have the right of drainage over, across, and upon the Use Easement Premises for normal precipitation upon and irrigation of the Burdened Lot, and the Owner of the Paired Benefited Lot adjacent to such Use Easement Premises shall not do or permit to be done any act which interferes with such drainage.

(iv) The Burdened Lot shall have the right of lateral and subjacent support for the Residence and all improvements now or hereafter constructed upon such Burdened Lot, and no use of the Use Easement Premises shall adversely affect such right of support.

(v) The Owner of the Benefited Lot shall be responsible for maintenance, repair, and replacement of the Use Easement Premises to the same extent as if the Use Easement Premises were a portion of such Benefited Lot and owned by the Owner of such Lot and Residence.

(vi) The Owner of the Benefited Lot shall not cover, obscure, or otherwise block the window of any Residence on its respective Paired Burdened Lot.



(e) Mutual Indemnification by Owners of Paired Benefited Lot and Paired Burdened Lot. The Owners of Paired Lots shall indemnify and hold each other harmless as follows:

(i) Indemnification by Owner of a Benefited Lot. The Owner of a Benefited Lot shall indemnify and hold the Owner of its Paired Burdened Lot harmless from damage to any Improvements now or hereafter constructed, erected, or located on the Burdened Lot and from any claims for personal injury arising from, based upon, caused by, or resulting from use of the Use Easement Premises by the Occupant or Owner of such Benefited Lot. The Owner of the Benefited Lot shall acquire and keep in force adequate hazard and liability insurance covering the Use Easement Premises.

(ii) Indemnification by Owner of a Burdened Lot. The Owner of a Burdened Lot shall indemnify and hold the Owner of its Paired Benefited Lot harmless from damage to any Improvements on the Burdened Lot and from any claims for personal injury arising from, based upon, caused by, or resulting from the exercise by the Owner of a Burdened Lot of its right to enter the Use Easement Premises. The Owner of a Burdened Lot shall acquire and keep in force adequate hazard and liability insurance covering its entry onto the Use Easement Premises of a Burdened Lot.

#### 5.4 Additional Easements: Benefited Parties.

(a) Subject to Section 1.2 above and in addition to the Easements and any other easements granted or reserved elsewhere in this Supplemental Declaration or in the Master Declaration, Declarant hereby declares, establishes, and imposes upon the Supplemental Community Area the (a) additional covenants, easements, limitations, and restrictions (collectively, the “**Additional Easements**”) more particularly specified in this Article 5, (b) the Common Area Risks set forth in Section 5.5(b)(ii), and (c) limitations on the Additional Easements and other matters to which the Supplemental Community Area is, or may be, subject as set forth in Section 5.5(d). Unless otherwise specified in this Article 5, the Additional Easements are for the use and benefit of Builders, Builder Parties, Declarant, Declarant Parties, Districts, District Parties, Government Agencies, Owners and Owner Parties, and Utility Providers.

(b) Additional Easements. Notwithstanding anything to the contrary contained herein, the Additional Easements declared, established, granted, and reserved in this Article 5: (i) shall in no way affect, avoid, extinguish, or modify any other Recorded covenants, easements, limitations, reservations, or restrictions affecting all or part of the Supplemental Community Area (including those created by the Master Declaration), (ii) may be amended, limited, modified, restricted, or terminated by Declarant by means of a Recorded instrument, and (iii) shall not be interpreted or construed as interfering with, preventing, or precluding the construction, operation, and use of any structure or use on any Lot which is otherwise permitted by the terms of this Supplemental Declaration or which is otherwise Approved by the District. In addition to all easements and rights-of-way of Record at or before Recordation of this Supplemental Declaration, the Supplemental Community Area, and all portions thereof, are subject to the easements shown on the Final Plat and created by the Master Declaration.

5.5 Easements. In addition to any other easements granted or reserved elsewhere in this Supplemental Declaration, this Section 5.5 declares, establishes, grants, and reserves (a) easements (the “**Easements**”) more particularly specified in Sections 5.5(a) through (c), (b) the limitations on the Easements set forth in Section 5.5(d), and (c) the easements and other matters to which the Supplemental Community Area is, or may be, subject as set forth in Section 5.5(e).

(a) Access Easements. Declarant hereby declares, establishes, grants, and reserves access easements across, on, over, or under each Lot, but not the interior of a Residence, for the benefit and use of the District, the District Parties, and providers of Utilities for the purpose of (a) maintaining, repairing, or replacing the Auto Courts, Front-Yard Landscaping, Irrigation Water system, Common Area, and Utility Equipment and (b) performing other services as provided in this Supplemental Declaration including (i) the installation, maintenance, repair, or replacement of the Perimeter Fences and Utility Equipment and (ii) mitigating damage, injury, or loss in emergency circumstances. The rights and easements granted in this Section 5.5 may be exercised only during reasonable hours after reasonable Notice or oral communication to the Occupants or Owners of any affected Lot, but no such Notice or oral communication shall be necessary in emergency situations if the Occupants or Owners of an affected Lot receive as much advance notice or warning as is reasonably possible under the circumstances.

(b) Common Area. The following disclosures are made, and easements established, with respect to the Common Area:

(i) Common Area Easements. Declarant hereby declares, establishes, grants, and reserves to itself, to the District and the District Parties, a non-exclusive easement over the Supplemental Community Area for (i) performing every act necessary and proper for the operation and use of the Common Area, (ii) the effect on such Lot of one or more of the risks disclosed hereby as one of the Common Area Risks, (iii) light, noise, and sound emanating from the operation and use of the Common Area for their intended uses and purposes, and (iv) overspray in connection with the watering or fertilizing of the Common Area.

(ii) Common Area Risks. Portions of the Supplemental Community Area (including Lots and Residences) adjoin, are adjacent to, border, or are otherwise in the vicinity of the Common Area and are subject to the Common Area Risks. Each Owner and each Occupant, by acceptance of a deed to a Lot or the use or occupancy of a Residence (i) assumes, and agrees to accept, the Common Area Risks, (ii) acknowledges that portions of the Supplemental Community Area adjoin, are adjacent to, are affected by, border, or are otherwise in the vicinity of the Common Area and are subject to the Common Area Risks, (iii) discharges and releases the Benefited Parties from all Claims and waives all Claims against the Benefited Parties, and (iv) covenants and agrees that it will not assert, institute, maintain, or prosecute any action, Arbitration, civil action, or other proceeding against the Benefited Parties based upon, for, or on account of any Claim. The foregoing covenant not to sue, discharge, release, and waive Claims is made by each Owner and Occupant to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, guests, invitees, lessees, Occupants, personal representatives, representatives, and Residents.

(c) Drainage Easements.

(i) Established Drainage Patterns. Declarant hereby declares, establishes, grants, and reserves, to itself, to the District, and the District Parties easements for the Established Drainage Patterns. Declarant reserves to itself and to the District and the District Parties the right to enter in and upon each easement set forth on the Final Plat to construct, repair, replace, or change drainage structures or drainage ways, or to perform such grading, drainage, or corrective work as Declarant or the District and the District Parties may deem necessary or desirable, in their sole discretion and from time to time, to maintain drainage in accordance with the Established Drainage Patterns.

(ii) Lots. Declarant hereby declares, establishes, grants, and reserves to itself, the District, and the District Parties (i) easements for drainage and drainage facilities from the nearest Lot line to the exterior wall of the Residence nearest to such Lot line and (ii) at any time and from time to time, the right to (A) enter in and upon each such drainage easement to construct, repair, replace, or change drainage structures or drainage ways and (B) perform such drainage, grading, or other corrective work as Declarant, the District, or the District Parties may deem desirable or necessary in their sole discretion.

(d) Limitations on Easements. Notwithstanding anything to the contrary contained herein, the Easements declared, established, granted, and reserved in Sections 5.5(a) through (c) hereof (a) shall in no way affect, avoid, extinguish, or modify any other Recorded covenants, easements, limitations, reservations, or restrictions affecting all or part of the Supplemental Community Area, (b) may be amended, limited, modified, restricted, or terminated by Declarant by means of a Recorded instrument, and (c) shall not be interpreted or construed as interfering with, preventing, or precluding the construction, operation, and use of any structure or use on any Lot which is otherwise permitted by the terms of this Supplemental Declaration or which is otherwise Approved by the District.

(e) Recorded Easements. In addition to all easements and rights-of-way of Record at or before Recordation of this Supplemental Declaration, the Supplemental Community Area, and all portions thereof, are subject to the easements shown on the Final Plat.

5.6 Modification or Waiver of Supplemental Covenants and Easements. The strict application of the Supplemental Covenants and Easements may be modified or waived, in whole or in part, by the District if such strict application would be unreasonably or unduly harsh under the circumstances and such modification or waiver is in writing or is contained in written guidelines or rules promulgated by the District.

## ARTICLE 6

### Reservations and Rights

6.1 Declarant's Reservation of Rights. During the Declarant Rights Period, the Declarant shall have, retain, and reserve the rights set forth in this Article 6 with respect to the Lots ("**Declarant Rights**").

6.2 Reserved Rights. The rights reserved by Declarant are as follows:

(a) Assignment of Rights. Provided that any such assignment shall be in writing, shall be accepted by the assignee, and shall be effective only upon Recording, the Declarant reserves the right to (i) assign and convey any of the easements, reservations, rights, and other benefits hereunder to a successor Declarant or a Principal Builder (as set forth in Section 6.2 below) and (ii) collaterally assign its rights as a declarant to a lender of Declarant.

(b) Completion of Development and Sale of Residences. Declarant reserves the right to (i) complete development of property within the boundaries of the Supplemental Community Area or elect not to complete development of any part of the Supplemental Community Area, (ii) construct or alter Improvements on any property owned by the Declarant within the Supplemental Community Area, (iii) excavate, cut, fill, or grade any property owned by the Declarant within the Supplemental Community Area, (iv) maintain construction offices, construction storage yards, construction staging areas, model Residences, parking areas, sales offices, and similar facilities on any property owned by Declarant on any portion of the Supplemental Community Area, (v) post signs or do any other act or thing incidental to development, construction, marketing, offer, promotion, or sales of property within the boundaries of the Supplemental Community Area, and (vi) store construction materials, equipment, supplies, tools, waste, or other items on property within the Supplemental Community Area owned by the Declarant.

(c) Deed Reservations. The Declarant reserves (i) the benefit and use of reservations and rights as reserved and excepted from each deed or other instrument by which Declarant conveys any property within the Supplemental Community Area and regardless of whether such reservation is specifically stated therein and (ii) the right to exercise the rights, reservations, and easements reserved and retained in such deeds and hereunder with respect to all parts of the Supplemental Community Area. The foregoing reservation shall be prior and superior to any other provisions of this Supplemental Declaration and may not, without the Declarant's prior written and Recorded consent, be amended, affected, modified, rescinded, or terminated by any amendment of this Supplemental Declaration. The Declarant's consent to one such amendment shall not be consent to any other subsequent amendment.

(d) Development Rights. The Declarant reserves the right to exercise any development right (as defined in the Act) and to develop such number of Lots and other types of Lots as may be designated by the Declarant hereunder and as the City may approve within the Supplemental Community Area.

(e) Easements. Declarant reserves the following with respect to easements across, on, and over the Supplemental Community Area:

(i) Right to Grant Easements. The right to grant or create temporary or permanent easements for access, drainage, utility services necessary for the convenient use and enjoyment of the Lots (including electric, gas, sewer and water service, and telecommunication facilities), and other purposes incident to development and sale of the Supplemental Community Area located in, on, under, over, and across Lots owned by the Declarant or a Builder.

(ii) Right to Use Easements. In order to develop the Lots, construct Residences thereon, and market and sell Residences, the Declarant reserves (A) the benefit and use of the Supplemental Covenants and Easements and (B) the rights of the Declarant specified in the Master Declaration (including those specified in Article 5 of the Master Declaration) with respect to the Supplemental Community Area.

(f) Reasonable Use. The Declarant reserves the right to the reasonable use of the Common Area and the Lots owned by the Declarant or a Principal Builder in connection with the promotion and marketing of the Supplemental Community Area. Without limiting the generality of the foregoing, the Declarant and, with the Declarant's written consent, a Builder, may (i) erect and maintain on any part of the Common Area and on any Lots owned by the Declarant or a Builder such signs, temporary buildings, and other structures as the Declarant or such Builder may reasonably deem necessary or proper in connection with the promotion, development, and marketing and sales of real property within the Supplemental Community Area, (ii) use Vehicles and equipment on portions of the Common Area and on the Lots owned by the Declarant or a Builder for promotional purposes, (iii) permit prospective purchasers of property within the boundaries of the Supplemental Community Area who are not Owners to use model Residences constructed on Lots owned by the Declarant or a Builder, and (iv) refer to the Supplemental Community Area in connection with the development, promotion, and marketing of property within the boundaries of the Supplemental Community Area.

(g) Construction of Common Area. Declarant and the District shall have, and hereby reserve, the right, but not the obligation, to construct additional Improvements on the Common Area at any time and from time to time in accordance with this Supplemental Declaration for the improvement and enhancement thereof and for the benefit of the Owners.

6.3 Successor Declarant. The Declarant may designate as a Successor Declarant any Person that acquires some or all of the then remaining interest of the Declarant in the Supplemental Community Area by Recordable instrument. Upon execution and delivery of such instrument by the Declarant, the Person designated as Successor Declarant therein shall accede to all of the rights and obligations of the Declarant under this Supplemental Declaration with respect to the property acquired by such Successor Declarant and all references to the Declarant contained herein shall refer to such Successor Declarant.

6.4 Advisory Board. The District may (a) create an advisory board (the "**Advisory Board**") composed of Owners of Residences to advise it with respect to the Supplemental Community Area, (b) determine the manner of selecting and the number of members of such board, (c) determine the scope of the Advisory Board's authority, duties, and powers, and (d) establish procedures for the conduct of meetings.

## ARTICLE 7

### Alternative Dispute Resolution

7.1 Alternative Dispute Resolution. Declarant intends by this Article 7 to encourage the amicable resolution of all Claims without the emotional and financial costs of litigation. In furtherance of this intention and as provided in Section 7.2, the Persons ("**Bound Parties**") bound by this Article 7 are (a) Builders, together with their respective officers, directors, employees, and

agents, (b) Declarant, (c) the North Range Metropolitan District No. 3, (d) the Reunion Metropolitan District, (e) Occupants, Owners, and Owner Parties, (f) any Person not otherwise subject to this Supplemental Declaration who agrees to submit to the alternative dispute resolution procedures set forth in this Article 7, and (g) any Person asserting a Claim by, through, or under any of such Persons. Notwithstanding the foregoing, Mortgagees enforcing rights pursuant to a Mortgage shall not be Bound Parties. Mortgagees and Mortgagors shall not be bound by the alternative dispute resolution procedures set forth in this Article 7 and shall have the right to enforce Mortgages, and resolve disputes regarding such Mortgages, at such time, in such forums, and in such manner as the Mortgagees and Mortgagors may determine.

## 7.2 Claims.

(a) Claim Resolution. Except as provided in this Section 7.2, Claims among or between Bound Parties arising under, based upon, in connection with, or otherwise regarding this Supplemental Declaration, the Common Area, any of the Districts, the Governing Documents, the Improvements, the Regulations and Rules, the Supplemental Covenants and Easements, and the Additional Easements shall be subject to this Article 7 and the Bound Parties shall resolve such Claims in the manner specified in Section 7.3.

(b) Exception to Claim Resolution. Notwithstanding anything to the contrary in this Supplemental Declaration, unless all Bound Parties thereto otherwise agree, (i) a Claimant may assert a Claim or file a Claim Notice against only one Bound Party in a Claim, (ii) only one Claimant shall have the right to assert a Claim or file a Claim Notice against a Bound Party, (iii) other Bound Parties shall not have the right to join in, or seek recovery, in an Arbitration or other proceeding pending against a Bound Party unless all Bound Parties agree to their joinder, (iv) a Claimant cannot recover, or seek the recovery of, damages or relief on behalf of any Person other than such Claimant, and (v) a Claimant cannot claim, recover, or seek the recovery of, consequential, exemplary, or punitive damages.

(c) Exception for Claims by Districts. The Districts shall have the right to enforce the Master Declaration, the Supplemental Covenants and Easements, and the Additional Easements without having to mediate or arbitrate such Claims pursuant to this Article 7. The District shall have the right to enforce the Regulations and Rules without having to mediate or arbitrate such Claims pursuant to this Article 7. Notwithstanding the foregoing, if the Districts exercise their remedies and rights as set forth in the Master Declaration and an Owner contests such action or asserts a counterclaim, then, at its option, the Districts shall have the right to stay such proceeding pending resolution of the Claims asserted by an Owner by Arbitration or mediation pursuant to Section 7.3.

(d) Exception for Claims by Mortgagees. Notwithstanding anything to the contrary contained in this Article 7, Mortgagees enforcing rights pursuant to a Mortgage shall (i) not be Bound Parties, (ii) not be bound by the alternative dispute resolution procedures set forth in this Article 7, and (iii) have the right to enforce Mortgages, and resolve disputes regarding such Mortgages, as provided in such Mortgages and at such time, in such forums, and in such manner as permitted by Applicable Law (including the foreclosure of Mortgages and the appointment of a receiver).

7.3 Procedure. Subject to Section 7.3(a) below, each Bound Party covenants and agrees to submit Claims to binding Arbitration as specified in this Section 7.3. By acceptance of a deed for a Lot, each Owner agrees to abide by the terms of this Article 7, and by occupancy of a Residence, each Occupant, Owner, and Owner Party agrees to submit any Claims to the procedures specified in this Section 7.3. Any applicable statute of limitation shall apply to the alternative dispute resolution procedures specified in this Article 7.

(a) Amicable Resolution by Mediation. Before submitting a Claim Notice demanding resolution of a Claim by Arbitration, the Bound Parties shall make every reasonable effort to meet, confer, and resolve a Claim within forty-five (45) days (the “**Mediation Period**”) after a Bound Party initiates efforts to resolve a Claim by giving Notice (a “**Mediation Request**”) requesting that the Bound Parties involved in such Claim mediate or otherwise meet to negotiate an amicable resolution (a “**Mediation**”). Following the making of a Mediation Request, the participants to the Mediation shall (i) agree in writing that (A) participation in a Mediation is not an admission of any fact or liability or waiver of any Claim or defense and (B) any statement made during the course of a Mediation shall not be admissible into evidence in any subsequent Arbitration or proceeding, (ii) identify a Person to conduct the Mediation (a “**Mediator**”), (iii) establish the procedures and rules that will govern such Mediation (including the manner in which the participants to the Mediation shall share its cost), and (iv) instruct the Mediator to reduce any successful resolution of a Claim to writing that the participants to the Mediation shall execute and thereafter perform. If the parties to the Mediation are unable to resolve a Claim amicably within the Mediation Period, then either participant in the Mediation may submit a Claim Notice, in which event the participants to the Mediation shall proceed as specified in Sections 7.3(b) and 7.3(c) below.

(b) Claim Notice. If the Bound Parties are unable to resolve a Claim by Mediation on or before the expiration of the Mediation Period, then the Bound Parties shall resolve such Claim through mandatory, binding Arbitration. Notwithstanding the foregoing, Bound Parties may not give a Claim Notice and initiate Arbitration unless one or both of the Bound Parties have made a Mediation Request and the Mediation Period has expired without resolution of the Claim. Following the making of a Mediation Request and the expiration of the Mediation Period without an amicable resolution of the Claim, either participant to the Mediation (a “**Claimant**”) may initiate Arbitration by giving a Notice of a Claim (the “**Claim Notice**”) to the other Bound Parties (each, a “**Respondent**”) in which the Claimant demands binding Arbitration pursuant to the procedures specified in Section 7.3(c). The Claim Notice shall state plainly and concisely (i) the nature of the Claim, including all Persons involved and role of the Respondent in the Claim, (ii) the factual and legal basis of the Claim (*i.e.*, the facts underlying the Claim and the specific legal authority supporting the Claim), and (iii) the relief or remedy requested.

(c) Procedure for Resolution of Claims. Each Bound Party shall submit all Claims to mandatory, binding arbitration (“**Arbitration**”) conducted in accordance with the Colorado Uniform Arbitration Act, C.R.S. §§ 13-22-201, *et seq.*, or such other Applicable Law as the Bound Parties may mutually agree. The procedure for the Arbitration shall be as follows:

(i) Arbitration. Within a commercially reasonable period following the giving of a Claim Notice, either Bound Party may initiate Arbitration in accordance with the rules established by the Arbitrator for such Arbitration. Any court having jurisdiction over a Claim may



enforce any judgment upon the award rendered by the Arbitrator. Unless otherwise agreed by the Parties in writing, there shall be one Arbitrator, who shall be a retired Colorado state court judge, a retired Federal judge, or an attorney licensed to practice law in the State of Colorado for at least ten (10) years. To the extent feasible, the Arbitrator shall have expertise in the area of the Claim including legal expertise if legal issues are involved.

(ii) Arbitration Award. The Arbitrator shall not have the authority to make, and Claimant shall not be entitled to claim or receive, consequential, exemplary, or punitive damages. The Arbitrator shall make an award that shall include detailed written findings of fact and conclusions of law. Except as required by law or for confirmation of an award, neither a Bound Party nor an Arbitrator may disclose the existence, content, or results of Arbitration without the prior written consent of all Parties.

(iii) Arbitration Rules. The Colorado Rules of Civil Procedure shall govern disclosure, discovery, and other pre-hearing proceedings in the Arbitration, and the Colorado Rules of Evidence shall govern the admissibility of evidence at any Arbitration hearing. Subject to the foregoing, the Arbitrator shall conduct the Arbitration in accordance with (A) the Construction Industry Arbitration Rules of the American Arbitration Association Industry Arbitration Rules and the Procedures for Large, Complex Construction Claims of the American Arbitration Association then in effect, (B) if the Bound Parties select an Arbitrator other than the American Arbitration Association, then the rules selected by such Arbitrator, or (C) such other rules as the Bound Parties may agree in writing. The Arbitration shall be closed to the public, the decision of the Arbitrator shall not be published, and the decision by the Arbitrator shall not be cited as precedent in subsequent Claims between the Bound Parties participating in the Arbitration or in Claims involving other Bound Parties.

(iv) Decision of Arbitrator. The Arbitrator shall issue an award within thirty days of the completion of an Arbitration hearing or if post-hearing briefs are submitted, within thirty (30) days of receipt of briefs or other post-hearing submittals by the Bound Parties. If the Bound Parties file post-hearing briefs, the Bound Parties shall submit such post-hearing briefs within twenty (20) days of the completion of the hearing and the Arbitrator shall not grant any extensions of time for the filing of briefs. The Bound Parties shall comply with the award of the Arbitrator, and if a Bound Party does not comply with the award, then any court having jurisdiction over such matters in Adams County, Colorado may enter and enforce judgment upon an Arbitration award.

(v) Cost and Expense of Arbitration. The Bound Parties participating in an Arbitration shall share the costs of such Arbitration, and if the Arbitrator requires payment of costs and fees in advance fees, then the Bound Parties will pay those costs and fees equally. If one Bound Party pays more than its proportionate share of the costs and fees of the Arbitration, then the Arbitrator shall make such adjustments in the Arbitration award as necessary so that each Bound Party shall have paid its equal share of the costs and fees of Arbitration. Notwithstanding the foregoing, if a Bound Party unsuccessfully contests the validity or scope of Arbitration in a court of law or in an Arbitration, then the Arbitrator shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Bound Party. If a Bound Party incurs costs and attorney fees in enforcing the award

of an Arbitrator, such Bound Party shall be entitled to an additional award of its costs and reasonable attorneys' fees incurred in the enforcement of such an award.

7.4 Construction Defect Action Reform Act. Declarant does not intend that the provisions of this Supplemental Declaration be applied as an express waiver of, or limitation on, the legal rights, remedies, or damages of a property owner provided by (a) the Construction Defect Action Reform Act (C.R.S. §§ 13-20-801 *et seq.*), (b) the Colorado Consumer Protection Act as specified in C.R.S. § 13-20-806, (c) the ability of a homebuyer to enforce such legal rights, remedies, or damages within the time provided by applicable statutes of limitation or repose, or (d) other Applicable Law. Damages claimed or recovered by an Owner in connection with the Residence shall be limited as specified in the foregoing statutes and other Applicable Law.

7.5 Consent to Mandatory Binding Arbitration. By acceptance of title to a Residence, whether by a deed from Declarant or from a subsequent Owner, each Owner acknowledges, consents to, and agrees to (a) the resolution by binding, mandatory Arbitration of all disputes between Owners and between Owners and Bound Parties that arise in connection with, are based upon, or are otherwise related to the Benefited Parties, the Supplemental Community, the Common Area, Declarant, the District, the Districts, the District Parties, the Lots, the Residences, and this Supplemental Declaration and (b) conduct such Arbitration pursuant to the Dispute Resolution Procedures set forth in this Article 7. This Supplemental Declaration shall not extend any rights or obligation under this Supplemental Declaration to any Occupant that is not also an Owner

7.6 Amendment. This Article 7 runs in favor of the Declarant in relation to any claim in law or equity that may be brought against the Declarant and, notwithstanding Section 8.1, may not be removed or amended without the written consent of the Declarant for all claims in which it may be a party regardless of when brought and whether or not the Declarant owns any property in the Supplemental Community Area.

## ARTICLE 8

### Amendment; Rights of First Mortgagees; Term

8.1 Term of Supplemental Declaration. Unless amended as provided in this Supplemental Declaration, the term (as extended, the "**Term**") of this Supplemental Declaration shall begin on the date of its Recording and shall continue thereafter for (a) forty (40) years after Recording and (b) thereafter for additional periods of ten (10) years each unless, on or before the expiration of the then-current extension of the Term, two-thirds (2/3) of the Owners and two-thirds (2/3) of First Mortgagees execute, deliver, and Record an instrument terminating the Supplemental Declaration (a "**Termination Agreement**"). If the requisite Owners and First Mortgagees Approve such a termination, the Recorded instrument effecting such termination shall specify the effective date of such termination, which cannot be before the expiration of the then-current Term of the Supplemental Declaration.

8.2 Amendment, Modification, or Termination of Supplemental Declaration. This Supplemental Declaration may only be amended as follows:

(a) Approval Requirements. Owners may amend, modify, repeal, or terminate this Supplemental Declaration or any part or provision of this Supplemental Declaration by

Recording a written instrument in the form set forth in Section 8.2(b) that has received the Approval or favorable vote of (i) two-thirds (2/3) of the Owners, with the votes of Owners being based on one (1) vote for each Lot, (ii) two-thirds (2/3) of First Mortgagees, with the votes of First Mortgagees being based on one (1) vote for each First Mortgage held, (iii) during the Declarant Rights Period, the prior Approval of Declarant and any Builders who have received an assignment or partial assignment of Declarant Rights, (iv) the District, and (v) HUD or VA, as the case may be, if HUD or VA has VA has guaranteed or insured a Mortgage on any Lot at the time of such amendment. Approval by Declarant, First Mortgagees, HUD or VA, District, Owners, and Builders of one amendment shall not constitute Approval of subsequent amendments, each of which subsequent amendments shall require a separate Approval satisfying the requirements of this Section 8.1. Owners may amend this Section 8.1(a) only if the Owners have received the Approvals set forth in clauses (i) through (v) of this Section 8.1(a).

(b) Manner of Amendment. An amendment or modification of this Supplemental Declaration shall be made in a Recorded instrument that has been executed and acknowledged by the District in which the District certifies that (i) the amendment or modification has received the requisite Approvals of Declarant, First Mortgagee, HUD or VA, Owners, and Builders set forth in Sections 8.2(a) and 8.3 and (ii) the District has written evidence of such Approvals that are available for (A) inspection by Declarant, First Mortgagee, Owners, and title insurance companies during normal business hours and (B) copying upon payment of the costs and expenses incurred by the District in copying or making such Approvals available for copying.

8.3 First Mortgagee Approval. Notwithstanding any other provisions of this Supplemental Declaration to the contrary and with respect to the abandonment, amendment, or termination of this Supplemental Declaration:

(a) Abandon, Terminate, or Amend Supplemental Declaration. Unless they have obtained the prior written consent of at least two-thirds (2/3) of the Owners and the consent of two-thirds (2/3) of the First Mortgagees of Lots (based on one (1) vote for each First Mortgage held) and either the VA or HUD if either agency has insured or guaranteed a First Mortgage, the Owners shall not (i) seek to abandon or terminate the Supplemental Declaration, whether by act or omission, or (ii) amend any provisions of this Supplemental Declaration that are for the express benefit of First Mortgagees; and

(b) Approval of First Mortgagee Deemed Given Unless Notice of Disapproval Given. Unless, within sixty days after receipt of Notice, a First Mortgagee or insurer or guarantor of a First Mortgage notifies the District of its disapproval of any of the matters requiring their approval as provided in this Supplemental Declaration, such First Mortgagee or insurer or guarantor of a First Mortgage shall be deemed to have given such approval.

8.4 Special Rights of First Mortgagees. Any First Mortgagee of a First Mortgage encumbering any Lot in the Supplemental Community Area which has filed written request with the District to be notified of any proposed action requiring First Mortgagee consents, shall be entitled to (a) receive Notice from the District of any default by the Mortgagor of such Lot in the performance of the Mortgagor's obligations under this Supplemental Declaration, which default is not cured within sixty (60) days after the District learns of such default, (b) examine the books and records of the District during normal business hours and (c) receive sixty (60) days' prior Notice

before the effective date of any proposed material amendment to this Supplemental Declaration requiring consent of a certain percentage of First Mortgagees.

8.5 Amendment. Notwithstanding anything to the contrary contained in this Supplemental Declaration, for a period commencing as of the Recording of this Supplemental Declaration and ending twenty (20) years thereafter, all of the Owners must consent in advance in writing to an amendment of this Article 8.

## ARTICLE 9 General Provisions

9.1 Award of Attorney's Fees. If the District commences an action or arbitration proceeding to enforce any of the covenants or restrictions contained in this Supplemental Declaration and/or any Rules and Regulations, and the arbitrator or judge in such proceeding determines that the District is the prevailing party, then, the District shall have the authority, power, and right to (a) as a part of any award or judgment awarded by an arbitrator or judge, request such arbitrator or judge to award the District its costs and reasonable attorneys' fees incurred by it in such proceeding and/or (b) assess an Owner for the costs and reasonable attorneys' fees incurred by it in enforcing any of the same.

9.2 Binding on Successors. The obligations and agreements of the Owners, and their successors and assigns, shall run with the Supplemental Community Area and all Lots located within the Supplemental Community Area and shall inure to the benefit of the Declarant, Principal Builders, the Districts, any Association, any District, and all of their respective successors and assigns, and such obligations and agreements of Owners, their successors and assigns shall be binding upon all successive owners or transferees of all or any portion of the Supplemental Community Area. If all or part of a Residence is leased to an Occupant, Owners, for themselves and their successors and assigns, further agree that the conditions, covenants, and restrictions contained herein shall be binding upon all Occupants of a Residence in the Supplemental Community Area.

9.3 Communications and Notices. Unless specified otherwise herein, any approval, consent, demand, notice, or other communication (collectively, a "**Notice**") that is permitted or required to be given under this Supplemental Declaration must be made in writing and may be given either (a) personally or (b) by email, mail, overnight delivery, or telephone. If the Notice is given personally, it shall be deemed given the date and time when received by the recipient of the Notice. If the Notice is served by mail or overnight delivery, then it shall be sent postage or delivery charges prepaid, addressed to any Person at the address of the Residence owned by such Person (or such other address as the recipient may designate in advance for such purposes) and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the day after it is deposited with an overnight delivery service and the second day after it is deposited in a regular depository of the United States Postal Service. If the Notice is served by email, then it shall be sent to any email address designated in writing by the recipient of the Notice for such purpose and shall be deemed given the date that it is transmitted provided that a written copy is deposited the same day in a regular depository of the United States Postal Service sent postage or delivery charges prepaid, addressed to any Person at the address of the Lot owned by such Person (or such other address as the recipient may designate in advance for such purposes).

9.4 Governing Law. The laws of the State of Colorado shall govern the construction, enforcement, and interpretation of this Supplemental Declaration.

9.5 Liberal Interpretation. The provisions hereof shall be liberally construed as a whole to give effect to the purpose hereof.

9.6 Limitation on Liability. Declarant, Successor Declarants, Districts (including the District and the District), Builders, and any agent, board of directors (including the individual directors on such board), employee, manager, member, officer, owner, principal, representative, or shareholder of Declarant, Successor Declarant, District, or Builder shall not be liable to any Person for any action or for any failure to act if the action, or failure to act, was in good faith and without malice. Nothing contained in this Supplemental Declaration shall be a waiver by the Districts of any covenant, provision, protection, or term of, or as a waiver of any immunity afforded by, the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101, *et seq.*).

9.7 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Declarant, any Principal Builders, any District or their agents or employees in connection with any portion of the Supplemental Community Area, or any Improvement thereon, its or their physical condition, zoning, compliance with Applicable Laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as shall be specifically set forth in writing.

9.8 Remedies Cumulative. Each remedy provided under this Supplemental Declaration is cumulative and not exclusive.

9.9 Severability: Interpretation. Each of the provisions hereof shall be independent and severable. The invalidity or unenforceability (or the partial validity or enforceability) of the provisions or any portion of this Supplemental Declaration shall not affect the validity or enforceability of any other provision or portion of this Supplemental Declaration.

9.10 Violations of Law. Any violation of any Applicable Law pertaining to the ownership, occupation, or use of any property within the Supplemental Community Area is hereby declared to be a violation hereof and shall be subject to any and all enforcement procedures set forth in this Supplemental Declaration.

*[Signature of the Declarant is on the next page]*

THE DECLARANT has executed and delivered this Supplemental Declaration of Covenants Conditions, Conditions, and Restrictions for Reunion Ridge Carriage House and Porchlight (Filing No. 1) as of the date of its Recordation.

**Declarant:**

CLAYTON PROPERTIES GROUP II, INC.,  
a Colorado corporation

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

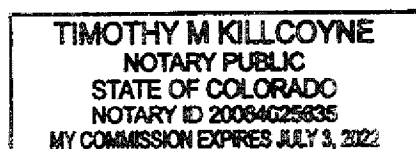
Name: Aric Jones

Title: Assistant Secretary

STATE OF COLORADO                    )  
  ) ss.  
CITY & COUNTY OF DENVER        )

The foregoing instrument was acknowledged before me this 1st day of March, 2021, by Aric Jones, as Assistant Secretary of CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation.

WITNESS my hand and official seal.



\_\_\_\_\_  
Notary Public

My commission expires: 7.3.2022

### CONSENT OF DISTRICT

The undersigned, North Range Metropolitan District No. 3, consents to the aforesaid Supplement Declaration of Covenants, Conditions and Restrictions for Reunion Ridge Carriage House and Porchlight (Filing No. 1).

IN WITNESS WHEREOF, the undersigned as hereto set its hand this 2nd day of March, 2021.

North Range Metropolitan District  
No. 3

By: 

Title: President

STATE OF COLORADO

)


) ss.

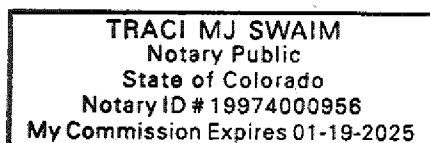
COUNTY OF DENVER

)

The foregoing instrument was acknowledged before me this 2nd day of March, 2021, by Kelly Leid, as President of North Range Metropolitan District No. 3.

WITNESS my hand and official seal.

  
Notary Public



My commission expires: 1/19/25



**ATTACHMENT 1**  
(Supplemental Community Area)

The following described real property located in the City of Commerce City, County of Adams, Colorado:

Lots 5 through 25, inclusive, Block 21,  
Lots 3 through 22, inclusive, Block 22,  
Lots 1 through 24, inclusive, Block 23,  
Lots 1 through 12, inclusive, Block 24,  
Lots 1 through 22, inclusive, Block 25,  
Lots 1 through 30, inclusive, Block 26,  
Lots 5 through 18, inclusive, Block 29,  
Lots 1 through 20, inclusive, Block 30,  
Reunion Ridge Filing No. 1,  
according to the plat thereof recorded January 17, 2020,  
at Reception No. 2020000006264,  
City of Commerce City, County of Adams, State of Colorado.

**ATTACHMENT 2**  
(Includible Area)

None

**ATTACHMENT 3**  
(List of Residential Clusters)

<b>Residential Clusters in Rennon Ridge Filing No. 1</b>	
<b>Block</b>	<b>Lots</b>
21	5, 6, 7, 8, and 9
	10, 11, 12, and 13
	14, 15, 16, and 17
	18, 19, 20, and 21
	22, 23, 24, and 25
22	3, 4, 5, and 6
	7, 8, 9, and 10
	11, 12, 13, and 14
	15, 16, 17, and 18
	19, 20, 21, and 22
23	1, 2, 3, and 4
	5, 6, 7, and 8
	9, 10, 11, and 12
	13, 14, 15, and 16
	17, 18, 19, and 20
	21, 22, 23, and 24
24	1, 2, 3, and 4
	5, 6, 7, and 8
	9, 10, 11, and 12
25	1, 2, 3, and 4
	5, 6, 7, and 8
	9, 10, 11, and 12
	13, 14, 15, and 16
	17, 18, 19, and 20
	21 and 22
26	1, 2, 3, and 4
	5, 6, 7, and 8
	9, 10, 11, and 12
	13 and 14
	15, 16, 17, and 18
	19, 20, 21, and 22
	23, 24, 25, and 26
	27, 28, 29, and 30
29	5, 6, 7, and 8
	9, 10, 11, and 12
	13, 14, 15, and 16
	17 and 18
30	1, 2, 3, and 4
	5, 6, 7, and 8
	9, 10, 11, and 12

	13, 14, 15, and 16
	17, 18, 19, and 20

**Notes:**

1. The Final Plat and Site Plan generally depict the location of each Residence in a Residential Cluster and its relationship to its respective Auto Court and the other Residences in its Residential Cluster.

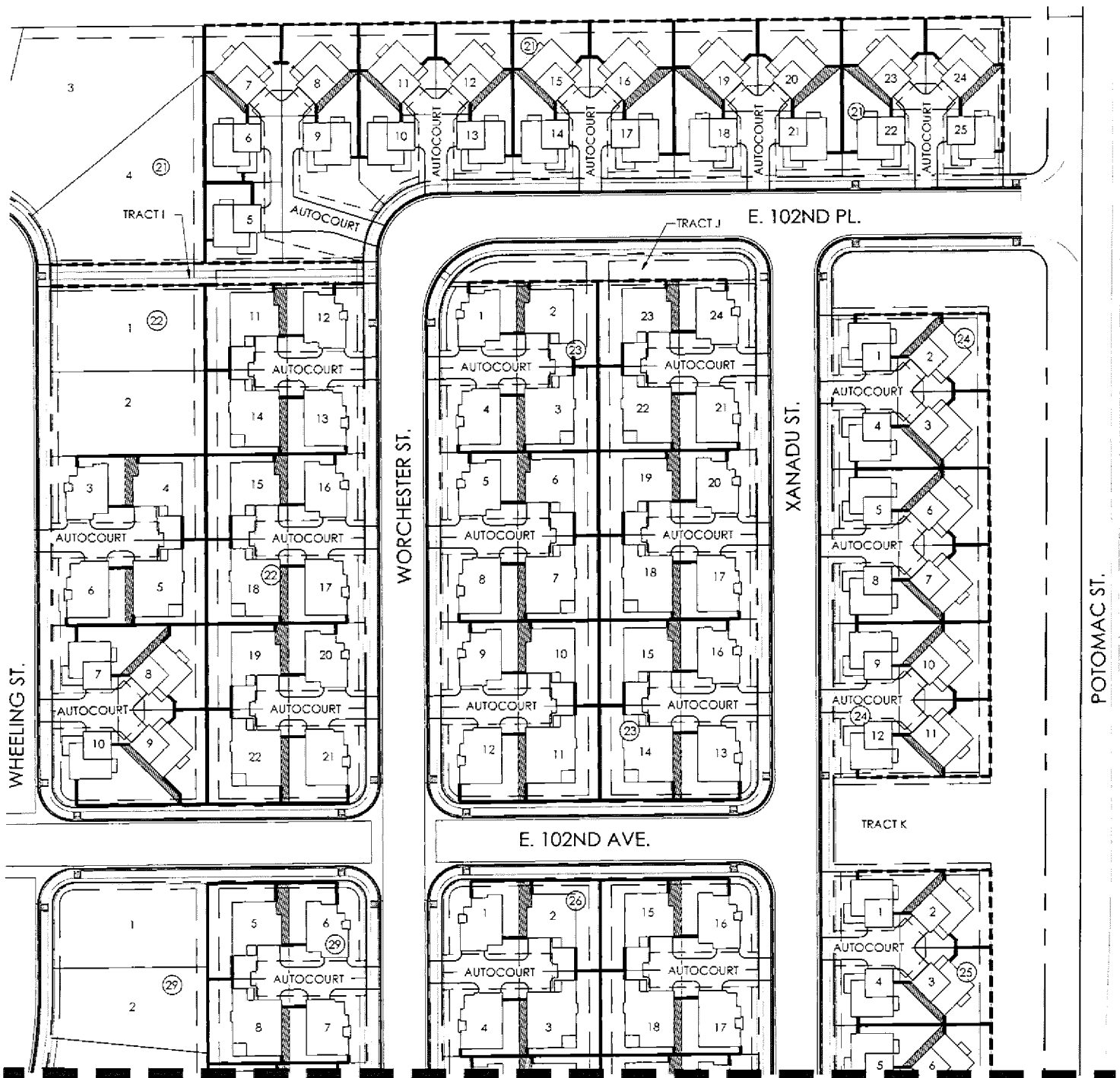
**ATTACHMENT 4**  
(Paired Lots)

<b>Paired Lots in Reunion Ridge Filing No. 1</b>		
<b>Block</b>	<b>Benefited Lot</b>	<b>Burdened Lot</b>
21	6	7
	9	8
	10	11
	13	12
	14	15
	17	16
	18	19
	21	20
	22	23
	25	24
22	3	4
	6	5
	7	8
	10	9
	12	11
	13	14
	16	15
	17	18
	20	19
23	21	22
	1	2
	4	3
	5	6
	8	7
	9	10
	12	11
	13	14
	16	15
	17	18
	20	19
	21	22
24	24	23
	1	2
	4	3
	5	6
	8	7
	9	10
25	12	11
	1	2
	4	3

	5	6
	8	7
	9	10
	12	11
	13	14
	16	15
	17	18
	20	19
	21	22
26	1	2
	4	3
	5	6
	8	7
	9	10
	12	11
	14	13
	16	15
	17	18
	20	19
	21	22
	24	23
	25	26
	28	27
29	29	30
	6	5
	7	8
	10	9
	11	12

**ATTACHMENT 5**  
(Site Plan)  
*Attached*





LEGEND

- INTERIOR FENCE
- - - PERIMETER FENCE
- ▨ USE EASEMENT PREMISES

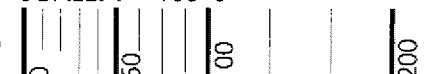
KEY MAP

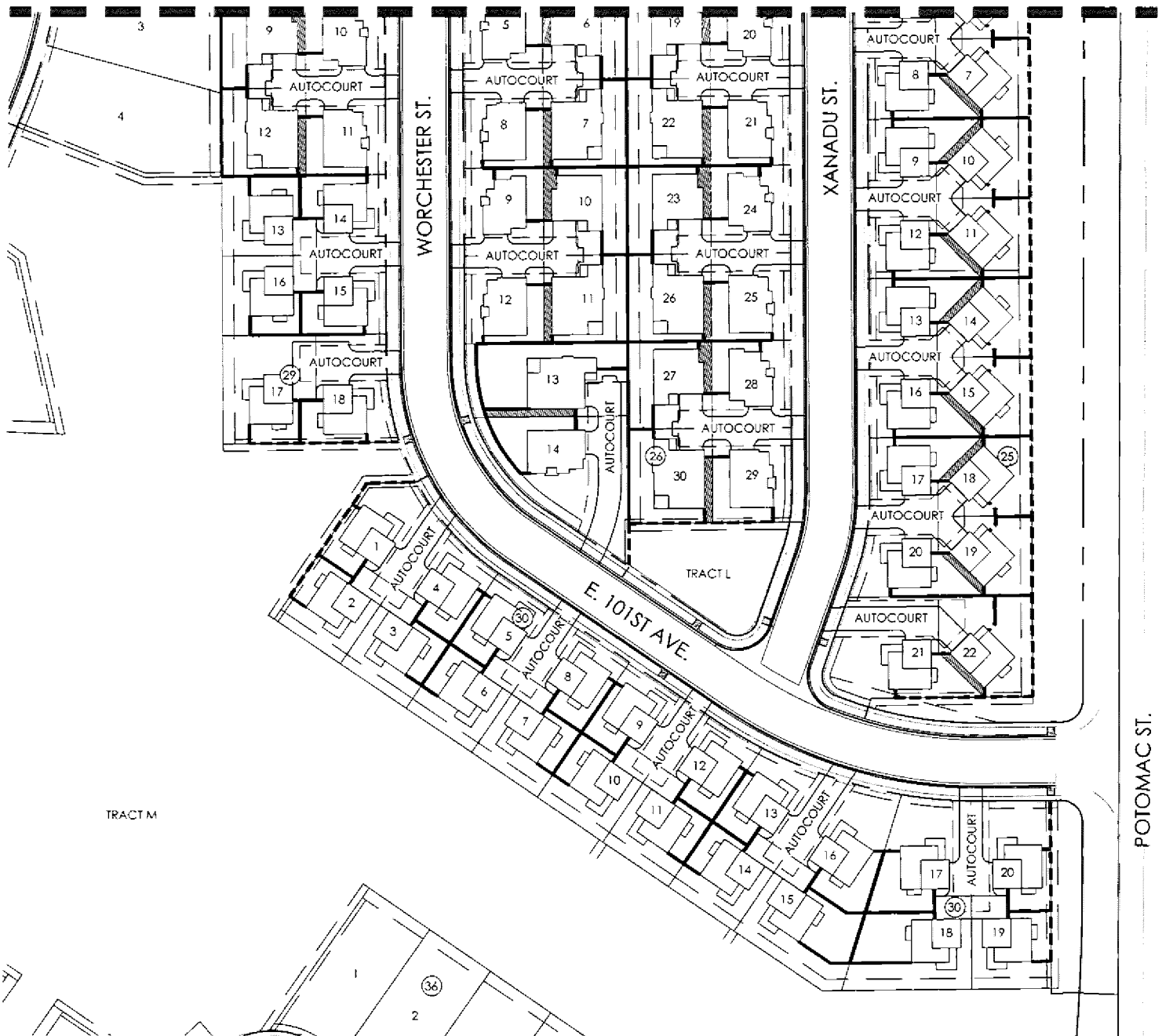


Reunion Ridge Filing 1  
Carriage House & Porchlight



SCALE: 1"= 100'-0"

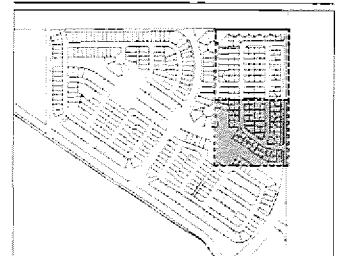




#### LEGEND

- INTERIOR FENCE
- - - PERIMETER FENCE
- ▨ USE EASEMENT PREMISES

#### KEY MAP

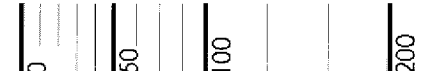


## Reunion Ridge Filing 1

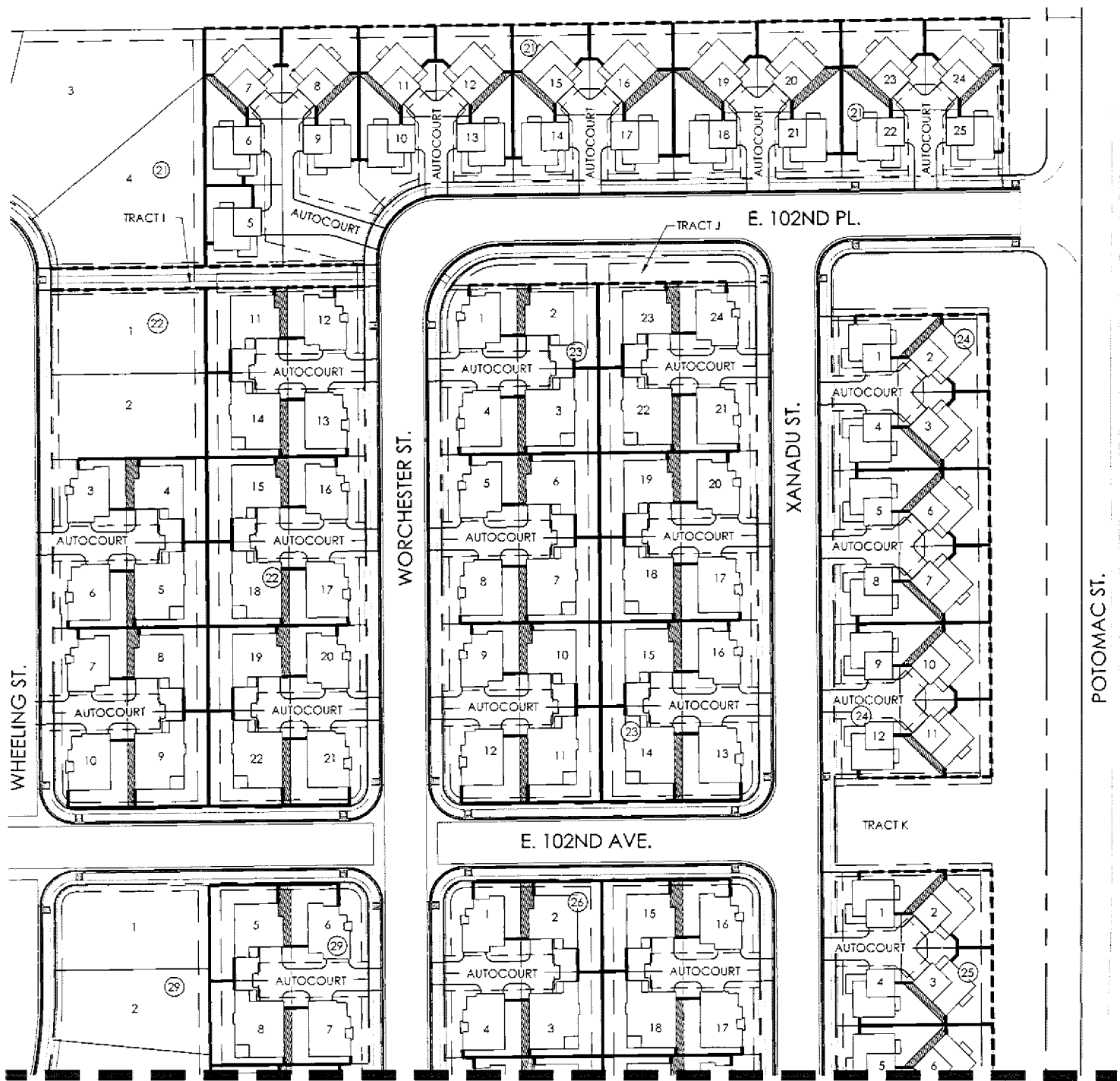
### Carriage House & Porchlight



SCALE: 1"= 100'-0"



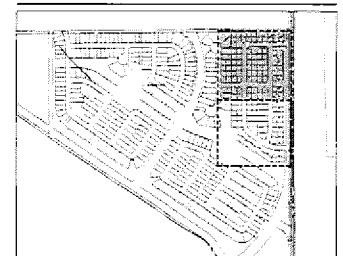
**ATTACHMENT 6**  
(Site Plan – revised)  
*Attached*



#### LEGEND

- INTERIOR FENCE
- - - PERIMETER FENCE
- ▨ USE EASEMENT PREMISES

#### KEY MAP

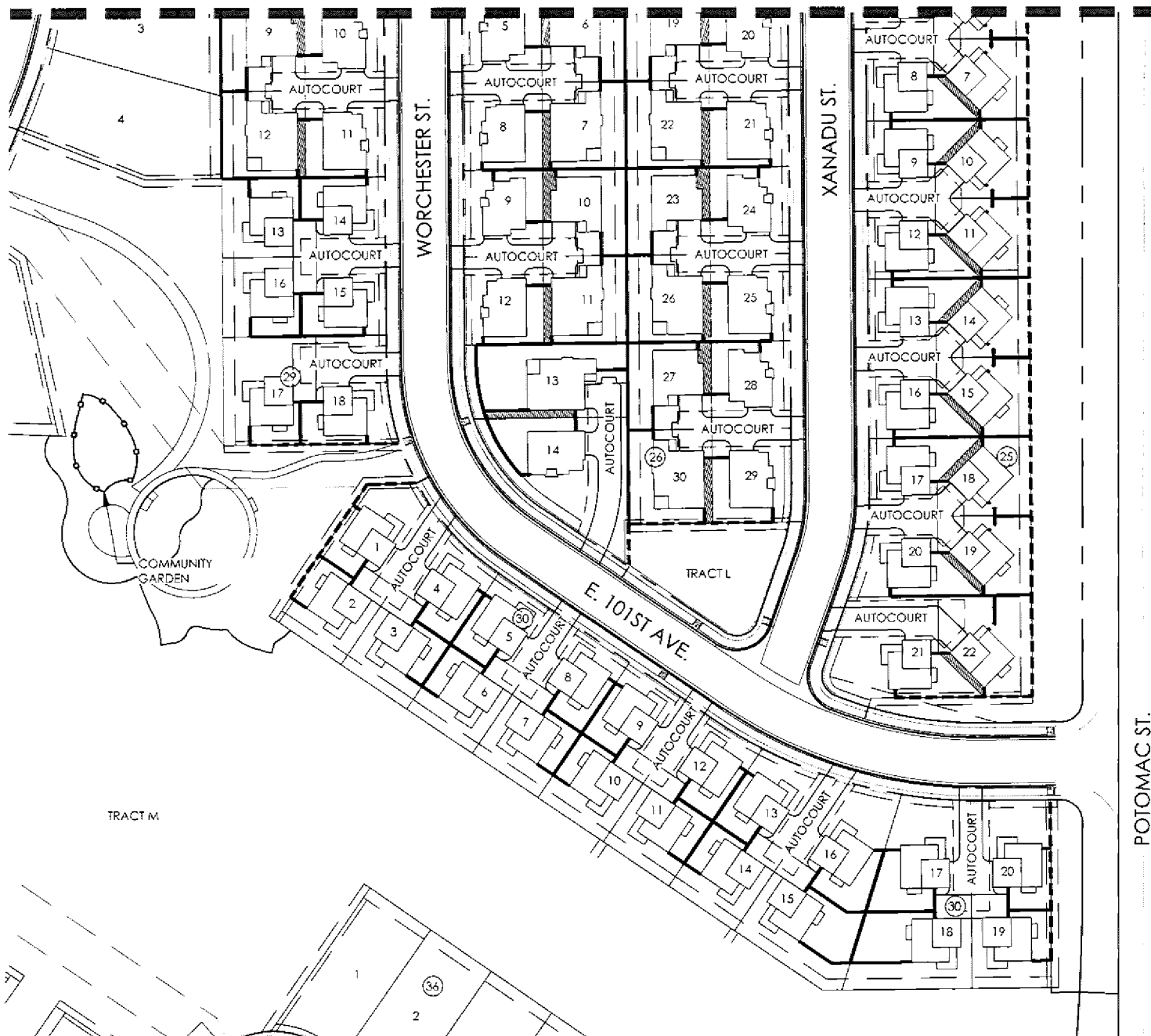


Reunion Ridge Filing 1  
Carriage House & Porchlight



SCALE: 1"= 100'-0"

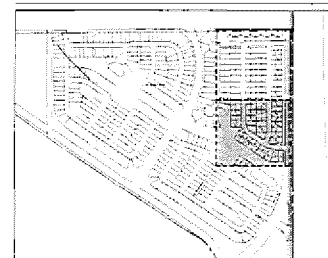




#### LEGEND

- INTERIOR FENCE
- - - PERIMETER FENCE
- ▨ USE EASEMENT PREMISES

#### KEY MAP



Reunion Ridge Filing 1  
Carriage House & Porchlight



SCALE: 1" = 100'-0"



**JOINT RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF THE  
REUNION METROPOLITAN DISTRICT AND NORTH RANGE METROPOLITAN  
DISTRICT NO. 2**

**CONCERNING THE IMPOSITION OF A MAINTENANCE FEE**

---

WHEREAS, Reunion Metropolitan District (“**Reunion**”) was formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by order of the District Court for Adams County, Colorado, and after approval of Reunion’s eligible electors at an election; and

WHEREAS, North Range Metropolitan District (“**North Range District No. 2**”) was formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by order of the District Court for Adams County, Colorado, and after approval of eligible electors of North Range District No. 2 at an election; and

WHEREAS, Reunion and North Range District No. 2, each a “District”, are collectively referred to herein as the “Districts”; and

WHEREAS, a portion of the property within the boundaries of North Range District No. 2 is subject to that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Reunion Duets (Filing No. 36), recorded in the real property records of Adams County, Colorado, on April 16, 2020, at Reception Number 2020000035140 (the “**Declaration**”), pursuant to which North Range District No. 2 is provide certain maintenance and operation services to the property subject to the Declaration (the “**Fee Boundaries**” as more fully defined herein); and

WHEREAS, North Range District No. 2 has assigned its rights and obligations under the Declaration to Reunion pursuant to that certain Assignment of Rights Under the Supplemental Declaration of Covenants, Conditions and Restrictions for Reunion Duets (Filing No. 36), recorded in the real property records of Adams County, Colorado, on September 14, 2020, at Reception Number 2020000091628 (the “**Assignment**”); and

WHEREAS, the Board of North Range District No. 2 has determined it to be in the best interests of North Range District No. 2, and the property owners, taxpayers, and residents of the North Range District No. 2, for Reunion, via the Assignment, to operate and maintain those amenities and facilities benefitting the Fee Property and inhabitants of the same as set forth in the Declaration, which amenities and facilities generally include drives and sidewalks, common space and front yard landscaping, and irrigation systems serving the common space and front yard landscaping (collectively, the “**Facilities**”); and

WHEREAS, the Board of North Range District No. 2 has determined it to be in the best interests of North Range District No. 2, and the property owners, taxpayers, and residents within

the Fee Boundaries, for Reunion, via the Assignment, to provide certain services to property and inhabitants within the Fee Boundaries, including without limitation, landscape maintenance and snow removal (collectively, the “**Services**”); and

WHEREAS, Reunion incurs or will incur certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the Facilities within the Fee Boundaries be maintained, and that the health, safety and welfare of the property within the Fee Boundaries and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Maintenance Fee**”) to provide a source of funding to pay for the Service Costs, which Service Costs are generally attributable to the persons and/or properties subject to such Maintenance Fee, is necessary to provide for the common good and for the prosperity and general welfare of the North Range District No. 2 and the inhabitants within the Fee Boundaries and for the orderly and uniform administration of the North Range District No. 2’s affairs; and

WHEREAS, the North Range District No. 2 finds that the Maintenance Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Services and paying the Service Costs, and that imposition thereof is necessary and appropriate; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., North Range District No. 2 is authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the North Range District No. 2 which, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, in accordance with the Assignment and that certain District Operating Services Agreement between Reunion and North Range Metropolitan District Nos. 1-4, dated June 3, 2016, Reunion is authorized to administer and enforce the collection of the Maintenance Fee on behalf of North Range No. 2; and

WHEREAS, Reunion intends to administer and enforce on behalf of North Range District No. 2 the Maintenance Fee.

NOW, THEREFORE, be it resolved by the Boards as follows:

1. **DEFINITIONS.** Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**Due Date**” means the date by which the Maintenance Fee is due, which Due Date is reflected on the Schedule of Fees.

“**End User**” means any third-party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit.



**“Fee Schedule”** or **“Schedule of Fees”** means the schedule of fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, until and unless otherwise amended and/or repealed.

**“Fee Boundaries”** means the legal boundaries of the property subject to the Declaration, as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

**“Residential Unit”** means each residential dwelling unit located on a Lot within the Fee Boundaries, which has been Transferred to an End User.

**“Transfer”** or **“Transferred”** shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in a tenant, tenants, purchaser or purchasers.

## 2. MAINTENANCE FEE.

a. The Board of North Range No. 2 has determined, and does hereby determine, that it is in the best interests of North Range District No. 2 and the residents and property owners within the Fee Boundaries to impose, and does hereby impose a Maintenance Fee to fund the Service Costs. The Maintenance Fee is hereby established and imposed in an amount as set forth by the North Range District No. 2 from time to time pursuant to an annual “Fee Schedule” and shall constitute the rate in effect until such schedule is amended or repealed. The initial Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

b. The Board of North Range No. 2 has determined, and does hereby determine, that the Maintenance Fee is reasonably related to the overall cost of providing the Services, and is imposed on those who are reasonably likely to benefit from the Services.

c. The revenues generated by the Maintenance Fee will be accounted for separately from other revenues of the North Range District No. 2. The Maintenance Fee revenue will be used solely for the purpose of paying Service Costs, and may not be used by North Range District No. 2 to pay for general administrative costs of North Range District No. 2. This restriction on the use of the Maintenance Fee revenue shall be absolute and without qualification.

d. The Board of North Range No. 2 has determined, and does hereby determine, that the Maintenance Fee is calculated to defray the cost of funding Service Costs and reasonably distributes the burden of defraying the Service Costs in a manner based on the benefits received by persons paying the fees and using the Facilities and Services.

3. COLLECTION, LATE FEES AND INTEREST. Reunion is hereby authorized to administer the collection of the Maintenance Fee on behalf of North Range District No. 2 and to enforce collection thereof on behalf of North Range District No. 2, in accordance with applicable state and federal law, and otherwise in accordance with this Joint Resolution and the Resolution of the Board of Directors of the Reunion Metropolitan District Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges (the “**Reunion Collection Resolution**”). Pursuant to § 29-1-1102(3), C.R.S., any Maintenance Fee not paid in full within fifteen (15) days after the scheduled due date will be assessed a late fee in the amount of fifteen dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding Maintenance Fees, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorney fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. Reunion, on behalf of North Range District No. 2, may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of the perpetual lien of North Range District No. 2. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys’ fees and costs and costs associated with the collection of delinquent fees, incurred by Reunion, North Range District No. 2 and/or their consultants in connection with the foregoing.

4. PAYMENT. Payment for all fees, rates, tolls, penalties, charges, interest and attorney fees shall be made by check or equivalent form acceptable to North Range District No. 2, made payable to “North Range Metropolitan District No. 2” and sent to the address indicated on the Fee Schedule. North Range District No. 2 may change the payment address from time and time and such change shall not require an amendment to this Resolution.

5. LIEN. The fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic’s liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as North Range District No. 2, or Reunion acting on behalf of the North Range District No. 2, in their sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of Adams County, Colorado.

6. SEVERABILITY. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

7. THE PROPERTY. This Resolution shall apply to the property described in **Exhibit B**, which property is located within the boundaries of North Range District No. 2.

8. EFFECTIVE DATE. This Resolution shall become effective May 4, 2021.

ADOPTED this 4<sup>th</sup> day of May, 2021.

NORTH RANGE METROPOLITAN DISTRICT  
NO. 2, a quasi-municipal corporation and political  
subdivision of the State of Colorado

---

Officer of the District

ATTEST:

---

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys At Law

---

General Counsel to the District

*Signature page by North Range Metropolitan District No. 2 to Resolution Concerning the  
Imposition of a Maintenance Fee*

ADOPTED this 4<sup>th</sup> day of May, 2021.

REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

---

Officer of the District

ATTEST:

---

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys At Law

---

General Counsel to Reunion

*Signature page by Reunion Metropolitan District to Resolution Concerning the Imposition of a  
Maintenance Fee*

**EXHIBIT A**  
**NORTH RANGE METROPOLITAN DISTRICT NO. 2**  
**Schedule of Fees**  
**Effective May 4, 2021**

<b>Schedule of Fees</b>		
<b>Fee Type</b>	<b>Classifications</b>	<b>Rate</b>
<b>Maintenance Fee</b>	Residential Unit	\$ 65/month
The Maintenance Fee shall be collected for each Residential Unit after such is Transferred to an End User on a periodic basis at the discretion of the Boards of Directors of North Range Metropolitan District, No. 2 and Reunion Metropolitan District ("Due Date").		

**PAYMENTS:** Payment for each fee shall be made payable to the North Range Metropolitan District No. 2, and sent to the following address for receipt by the Due Date:

North Range Metropolitan District No. 2  
c/o CliftonLarsonAllen, LLP  
8390 E. Crescent Parkway, Suite 500  
Greenwood Village, CO 80111

**EXHIBIT B**

The following described real property located in the City of Commerce City, County of Adams, Colorado:

Lots 1-146, inclusive,  
Tracts A-K, inclusive,  
REUNION FILING NO. 36,  
according to the plat thereof recorded October 31, 2019 at Reception No.  
2019000094161,  
County of Adams, State of Colorado.

## AMENDMENT TO LEASE FOR CONSTRUCTION PURPOSES

THIS AMENDMENT TO LEASE FOR CONSTRUCTION PURPOSES (the "Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **Reunion Metropolitan District**, a Colorado quasi-municipal corporation ("Lessor"), whose address is 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111 and **Metro Wastewater Reclamation District** (the "District" or "Lessee"), whose address is 6450 York Street, Denver, Colorado 80229 (each, a "Party" and collectively, the "Parties").

WHEREAS, on or about August 13, 2020, Lessor and the District entered into the Lease for Construction Purposes, recorded at Reception No. 2020000083147 on August 25, 2020 (the "Lease") in which Lessor leased to the District, its successors, authorized permittees and assigns, the property set forth in **Exhibit A**, attached thereto (the "Property") for the purposes stated therein; and

WHEREAS, the Parties wish to amend the Lease to modify its term, as further set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. Paragraph 2 of the Lease is hereby deleted and replaced in its entirety as follows:

2. The term of this Lease shall be for six (6) consecutive months commencing fourteen (14) days after the District mails a Notice of Commencement to Lessor at Lessor's address given below and expiring six (6) months later, provided that such term shall terminate no later than June 30, 2024. The District shall pay Lessor a rental of Five Hundred Dollars (\$500.00) for the entire six (6) month term, in advance, at the time the Notice of Commencement is given. If District operations on the Property are not completed within the time specified above, it may hold over for such additional time not to exceed six (6) additional months as is reasonably necessary to complete said operations, at a rental rate of 1.2 times the semi-annual rental rate specified above, divided by six (6), pro-rated for each month, paid in advance. For the purposes of this Paragraph 2, the term "month" shall mean a calendar month. During the term of this Lease, upon written request to the District that includes proper documentation for invoices, the District shall provide a one-time reimbursement for any legal costs or expenses incurred by Lessor related to the review and extension of this Lease in an amount not to exceed **Two Thousand Dollars (\$2,000.00)**.

B. Except as modified herein, all other provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

LESSOR: Reunion Metropolitan District

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

Title: \_\_\_\_\_

Lessor's Address:

8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

METRO WASTEWATER RECLAMATION DISTRICT

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

Title: \_\_\_\_\_



**CONSTRUCTION STATUS UPDATE**  
**FOR**  
**REUNION METROPOLITAN DISTRICT**  
**April 27, 2021**

**Prepared For:**

Reunion Metro District  
17910 Parkside Drive North  
Commerce City, CO 80022

**Prepared By:**

JR Engineering  
7200 S. Alton Way, Suite C400  
Centennial, Colorado 80112

## RMD Improvement Projects

**Report Period:** February 3, 2021 through May 4, 2021

### **REUNION UNDERDRAIN**

Construction Summary:

- F27 (Nelson) – under construction.
- F37 (American West) – under construction.
- Reunion Ridge F1 (Alpine) – under construction.
- F35 (Nelson) – set for final acceptance pending sufficient cleaning and videos.

## NORTH RANGE METROPOLITAN DISTRICT #3

### **REUNION RIDGE F1 (ESCO)**

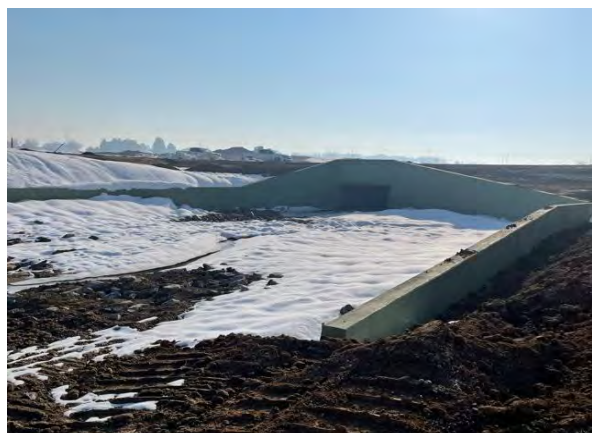
Construction Summary:

- 66% overall completion. Current completion date 7/16/2021.
- Storm, sanitary, irrigation, and underdrain lines are complete with the exception of Potomac Street.
- Pond structure work continues and is at 50% completion.
- Vaughn first 2 lifts are paved, Tucson first lift is paved, and Revere paving tie-in is complete. Weather permitting, remaining lifts should be complete in the next 2 weeks.
- Ragweed Draw riprap is in and soil lifts have started.
- Vaughn traffic signal poles are almost complete. Mast arms will be set soon.
- AT&T fiber optic line in Potomac is 80% complete and should be finished by May.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$9,825,546.56	\$3,905,721.30	\$336,009.80	\$14,067,277.66	\$9,324,498.28	\$740,105.00

Pictures: Pond A Forebay, Revere St Concrete Paving, Tucson RCBC, Ragweed Draw



**V7E & 7B – Filing 37 (JBS)****Construction Summary:**

- 94% overall completion.
- All work is complete except a few remaining punchlist items.
- Pond maintenance will start when initial acceptance is granted and warranty has begun.

**Budget Summary:**

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$2,407,978.15	\$227,450.96	\$(431.40)	\$2,634,997.71	\$2,482,187.45	\$240,797.82

Pictures: Storm Structure, Grass Pavers in Pond

**MOBILE STREET (ESCO)****Construction Summary:**

- 100% overall completion. In warranty period 1/7/2021-1/7/2022.

**Budget Summary:**

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$508,576.72	\$(4,255.60)		\$504,321.12	\$504,321.12	\$50,857.67

Pictures:

**Filing 37 Landscape (Brightview)****Construction Summary:**

- 17% overall completion.
- Fine grading work is almost complete. Cobble along the south side of 112<sup>th</sup> Avenue has been installed.

**Budget Summary:**

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$1,477,072.48		\$9,266.16	\$1,486,338.64	\$258,937.12	\$73,853.62

## REUNION METROPOLITAN DISTRICT

### **112<sup>TH</sup> AVENUE (HEI)**

#### **Construction Summary:**

- 100% overall completion. In warranty period 1/14/2021-1/14/2022, SACWSD Work 12/8/2020-12/8/2022.
- Pond maintenance is ongoing during the warranty period.

#### **Budget Summary:**

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$8,238,168.45	\$196,614.20		\$8,434,782.65	\$8,405,892.65	\$411,908.42

#### **Pictures:**



### **112<sup>TH</sup> AVENUE LANDSCAPE (BRIGHTVIEW)**

#### **Construction Summary:**

- 73% overall completion. Current completion date 5/5/2021.
- Irrigation and landscape items (except sod) are installed.

#### **Budget Summary:**

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$432,606.49		\$34,549.83	\$467,156.32	\$342,423.17	\$37,500.00

### **WALDEN/104<sup>TH</sup> TRAFFIC SIGNAL (WSR)**

#### **Construction Summary:**

- 5% overall completion. Current completion date 6/7/2021.
- Sturgeon has started work on the caissons. Pole delivery is scheduled for 5/17.

#### **Budget Summary:**

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$487,104.40		\$12,856.70	\$499,961.10	\$0	\$49,104.40

### **SOUTHLAWN POOL (FCI)**

#### **Construction Summary:**

- 5% overall completion.
- The check-in counter has been framed and plans to form and pour the concrete pad for the shed are next. The shed is being pre-fabricated and is set to arrive onsite for assembly May 5. Completion by 5/28/2021.

#### **Budget Summary:**

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$58,610.94			\$58,610.94	\$0	



## NORTH RANGE METROPOLITAN DISTRICT #2

### **100<sup>TH</sup> AVENUE (ESCO)**

#### Construction Summary:

- 100% overall completion. In warranty period 1/7/2021-1/7/2022.

#### Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$341,416.75	\$39,661.62		\$381,078.37	\$381,078.37	\$34,141.68

Pictures: 100<sup>th</sup> Paving, Walden/100<sup>th</sup> Intersection



### **F26A LANDSCAPE (BRIGHTVIEW)**

#### Construction Summary:

- 100% overall completion. In warranty period 1/4/2021-1/4/2022.
- Landscape maintenance is ongoing during the warranty period.

#### Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$109,760.35	\$10,129.40		\$119,889.75	\$115,951.41	\$10,976.00

Pictures:



### **F35 LANDSCAPE (DESIGNSCAPES)**

#### Construction Summary:

- 85% overall completion.

#### Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$726,072.20			\$726,072.20	\$621,037.71	

## RMD MAINTENANCE & OPERATIONS

### **POND A RESTORATION (BRIGHTVIEW)**

#### Construction Summary:

- 82% overall completion. Current completion date 5/15/2021.
- Pond has been excavated to remove excess sediment.
- Riprap has been placed and erosion control mat will be installed when weather permits.

#### Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$63,826.00		\$14,028.75	\$77,854.75	\$52,597.70	\$9,573.90

#### Pictures:



## REUNION CENTER #1

### **STEAD SCHOOL PHASE (WSR)**

#### Construction Summary:

- 5% overall completion. Current completion date 6/11/2021.
- Irrigation & water pipe has been installed on Homestead. Storm work on Homestead has started.

#### Budget Summary:

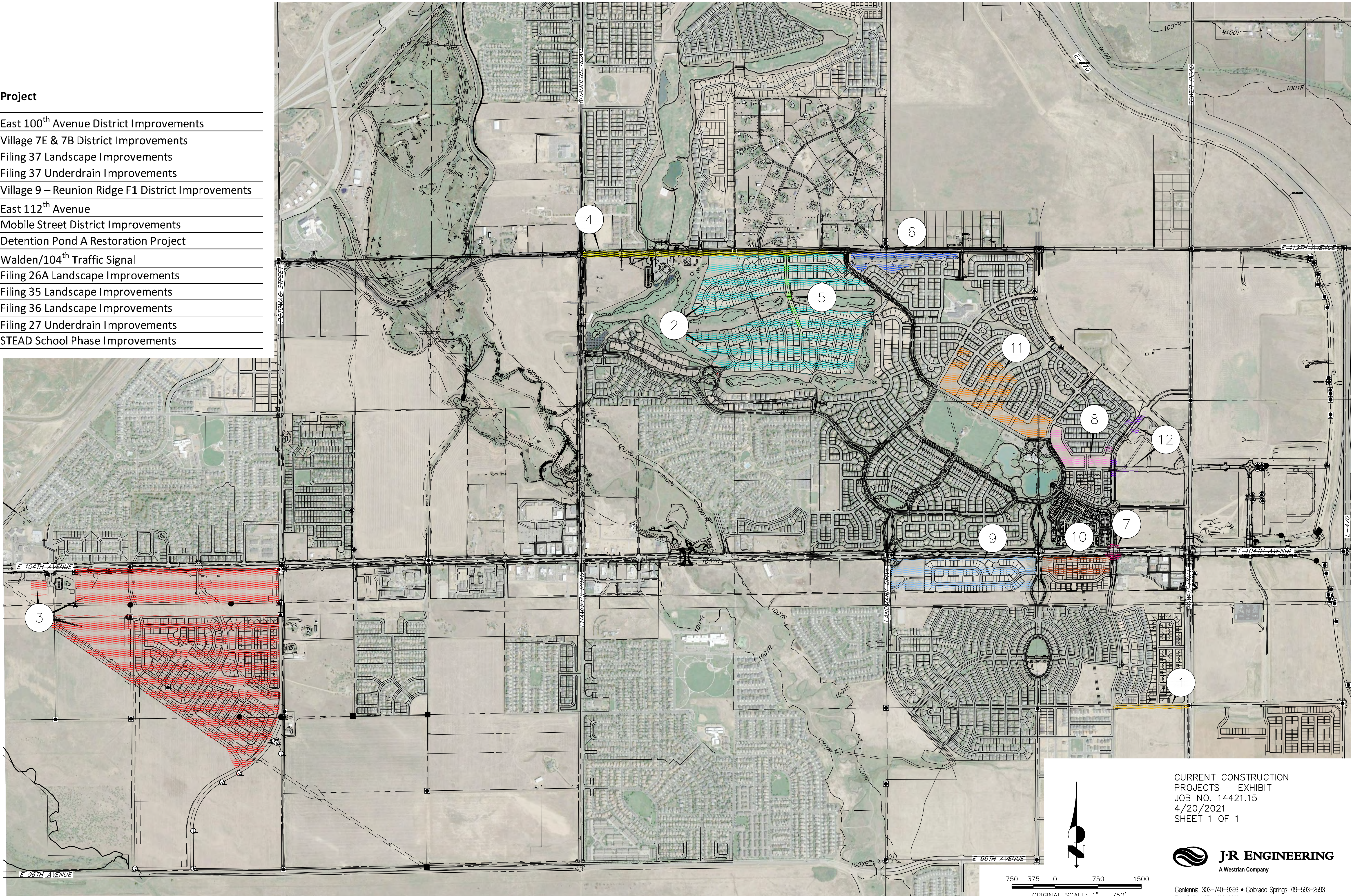
Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$608,774.00		\$12,856.70	\$621,630.70	\$0	\$62,138.00



# REUNION METROPOLITAN DISTRICT

## CURRENT CONSTRUCTION PROJECTS - APRIL 2021

Project Identifier	Project
1	East 100 <sup>th</sup> Avenue District Improvements
2	Village 7E & 7B District Improvements
3	Filing 37 Landscape Improvements
4	Filing 37 Underdrain Improvements
5	Village 9 – Reunion Ridge F1 District Improvements
6	East 112 <sup>th</sup> Avenue
7	Mobile Street District Improvements
8	Detention Pond A Restoration Project
9	Walden/104 <sup>th</sup> Traffic Signal
10	Filing 26A Landscape Improvements
11	Filing 35 Landscape Improvements
12	Filing 36 Landscape Improvements
13	Filing 27 Underdrain Improvements
14	STEAD School Phase I Improvements



CURRENT CONSTRUCTION  
PROJECTS – EXHIBIT  
JOB NO. 14421.15  
4/20/2021  
SHEET 1 OF 1

**J-R ENGINEERING**  
A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593  
Fort Collins 970-491-9888 • [www.jrengineering.com](http://www.jrengineering.com)

X:\1442115\Construction Services\2021-04-20 Current Construction Projects Exhibit\2021-04-19 Reunion Exhibit\_AC.dwg, Exhibit, 4/20/2021 1:11:38 PM, C:\ciscoA



**REUNION METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA
4/28/2021	Award of Construction Contract for Design-Build services for the Southlawn Sports Court	

**INITIATED BY**

Aaron Clutter

**STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Board should consider the following:

1. Award a construction contract to Renner to design and construct the following improvements at Southlawn Park:
  - **Tennis court with adjoining half basketball court** – which includes perimeter fencing (around tennis court only), and striping for pickle ball.

Please note that until the geotechnical analysis and design survey are completed the proposal has excluded grading, drainage, over-excavation, and retaining wall construction costs.

Attached to this board communication is the one proposal received by JR Engineering.

**BACKGROUND INFORMATION**

Tennis and basketball was the consensus based on the recently conducted survey of the community. The project was publicly advertised on March 30, 2021 with a RFP due date of April 28, 2021. One proposal was received which did not include costs for site work and drainage. In the current construction market it is not surprising to only receive one bid. Financial details from this proposal are below.



## FINANCIAL DETAILS

Directly below are the financial details for the proposal received from Renner Sports Surfaces on April 28, 2021.

Design Scope and Cost – \$38,805.00

Tennis Court Scope and Cost – \$71,000.00

Basketball Court Scope and Cost – \$23,926.00

Total Proposed Price - **\$133,731.00**

Exclusions to the proposal are as follows:

All site grading, over excavation, site prep., retaining walls, permits, concrete & compaction testing, caulking joints, sidewalks, patios, court lighting, landscape, irrigation, repairs to curbing and or road damages due to Renner crews and subcontractor's access to the work area.

Additional Cost Implication Budget:

Geotechnical Investigation - \$5,000

Grading and Excavation - \$15,000

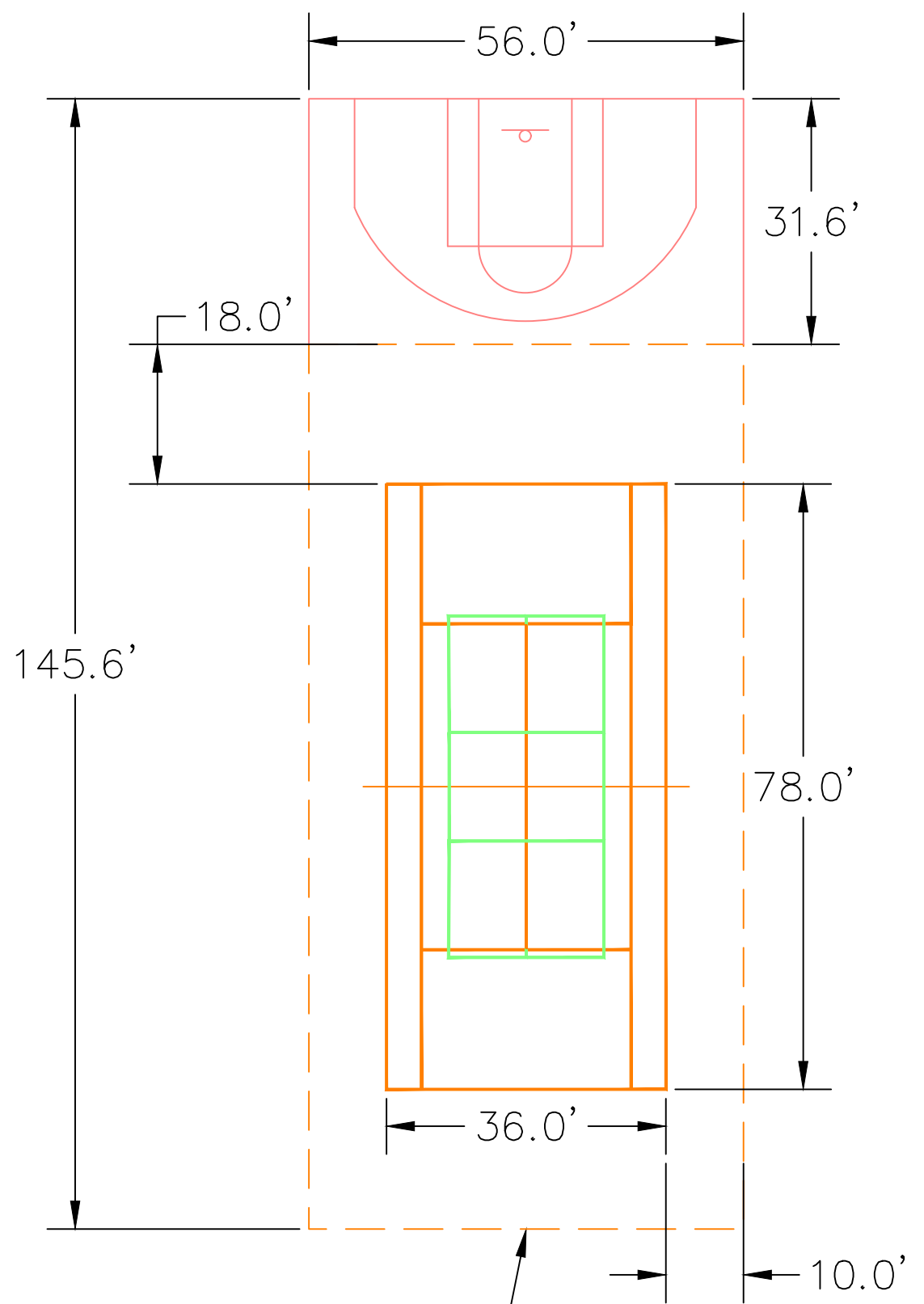
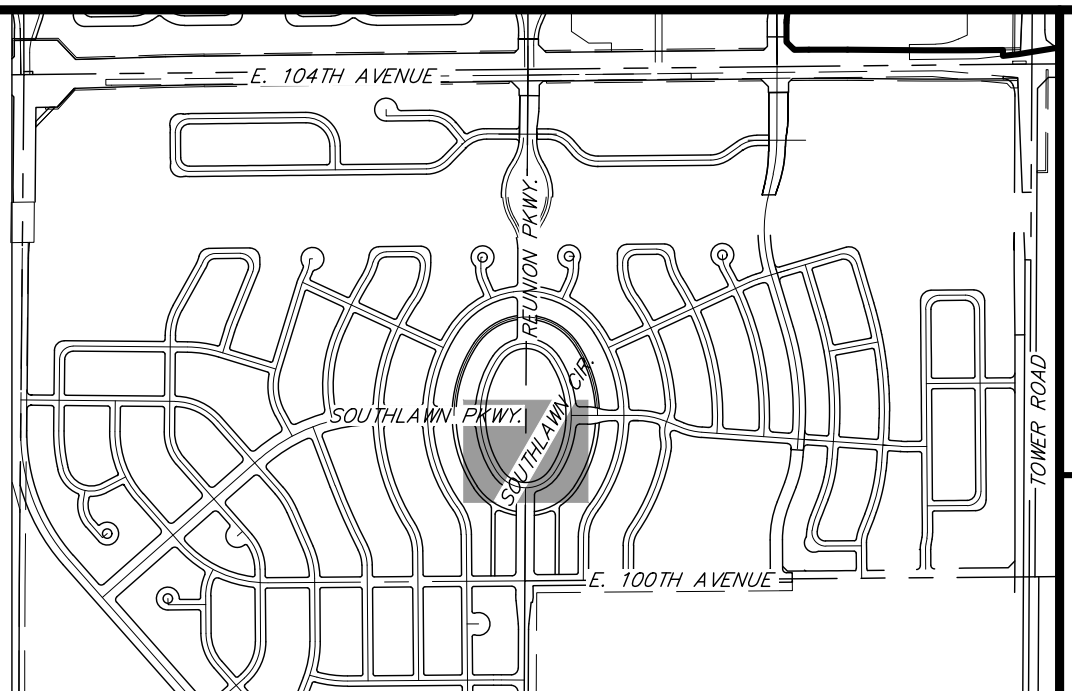
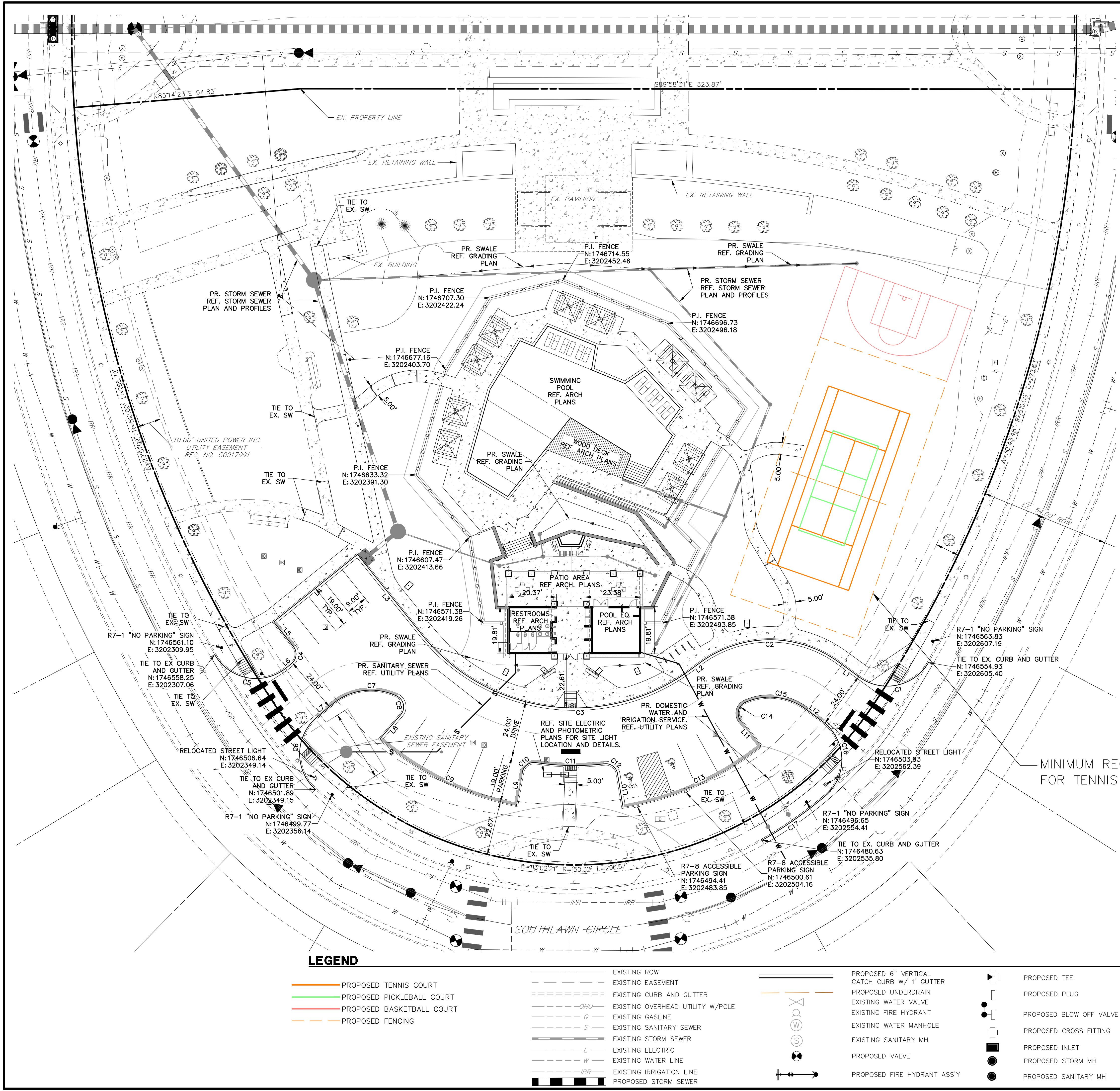
Retaining Walls - \$10,000

Miscellaneous Drainage Inlets and Pipe - \$5,000

Subtotal of Miscellaneous Items - **\$35,000**

**Total Estimated Cost with 10% Contingency - \$185,600**





LEGEND

- PROPOSED TENNIS COURT
- PROPOSED PICKLEBALL COURT
- PROPOSED BASKETBALL COURT
- PROPOSED FENCING

- EXISTING ROW
- EXISTING EASEMENT
- EXISTING CURB AND GUTTER
- EXISTING OVERHEAD UTILITY W/POLE
- EXISTING GASLINE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING ELECTRIC
- EXISTING WATER LINE
- EXISTING IRRIGATION LINE
- PROPOSED STORM SEWER

- PROPOSED 6" VERTICAL CATCH CURB W/ 1" GUTTER
- PROPOSED UNDERDRAIN
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER MANHOLE
- EXISTING SANITARY MH
- PROPOSED VALVE
- PROPOSED FIRE HYDRANT ASS'Y

- PROPOSED TEE
- PROPOSED PLUG
- PROPOSED BLOW OFF VALVE
- PROPOSED CROSS FITTING
- PROPOSED INLET
- PROPOSED STORM MH
- PROPOSED SANITARY MH



UNTIL SUCH TIME AS THE DRAWINGS ARE APPROVED BY THE APPROPRIATE REVIEWING AGENCIES, JR ENGINEERING APPROVES THEIR USE ONLY FOR THE PURPOSES DESIGNATED BY WRITTEN AUTHORIZATION.

PREPARED FOR  
**REUNION METROPOLITAN DISTRICT**  
17910 E PARKSIDE DRIVE NORTH  
COMMERCE CITY, CO 80022  
ATTN: MATT URKOSKI  
(303) 288-5431

**J.R. ENGINEERING**  
A Westrian Company

Central 303-740-9333 • Colorado Springs 719-538-2533  
Fort Collins 970-497-9888 • [www.jrengineering.com](http://www.jrengineering.com)

No.	REVISION	BY	DATE

H-SCALE	1"=20'
V-SCALE	N/A
DATE	3/26/2021
DESIGNED BY	
DRAWN BY	
CHECKED BY	

**SOUTHLAWN PARK POOL IMPROVEMENTS**

**SPORTS COURT EXHIBIT**

JOB NO.





April 28, 2021

Tim Graff  
JR Engineering  
7200 S. Alton Way Ste. C400  
Centennial, CO 80112

Dear Tim,

LER, Inc. dba Renner Sports Surfaces hereby submits design services costs, specifications and estimate for constructing one (1) new post tensioned concrete tennis court measuring 56' x 114' and (1) basketball court measuring 56' x 32' located in Southlawn. All work will be completed in a timely and professional manner.

Our proposal includes the following scope of work:

**Design Scope and Cost-**

1. Project meetings- assume 3 virtual meetings and 2 site visits.
2. Monthly progress reports and billings. Assume 4 billings for design.
3. 50% plans- includes soils testing, post tensioned concrete structural design with details for perimeter edge, fencing and court equipment, design surveying, construction staking, site clearing, and grubbing, GESC plan, layout and grading, landscape and irrigation restoration, retaining wall design, details, notes, and estimate of probable costs.
4. 100% plans- incorporate input from 50% plan design review and prepare 100% construction documents including planting plan, details, tabulations, special provisions and estimate of probable cost.
5. Two inspections, answering RFI's, preparing change orders and reviewing pay requests.

Our price for the above scope of work is- **Thirty-Eight Thousand Eight Hundred and Five Dollars 00/100- \$38,805.00. Includes Performance and Payment Bonds.**

**Tennis Court Scope and Cost-**

1. We will accept a moisture conditioned sub-base compacted to 95% proctor within +/- .1' with a .83%-1% maximum cross slope on one true plane with no grade breaks **(by others not included here) or by the recommendations from the soils engineer report.**



2. Install a two-inch (2") leveling course of structural fill for fine grading on top of the sub-base to ensure planarity using laser guided equipment.
3. Excavate a 12" x 12" perimeter grade beam around the court edges.
4. Install one (1) layer of 15-millimeter-thick Yellow Guard Poly Sheeting as a vapor retarder under the PT slab with seams overlapped and taped.
5. Install seven-strand steel post tensioned cables in a grid pattern spaced apart according to our design. Each cable intersection is supported on (2.5") chairs with one #4 rebar attached to the top of the cables with (30") overlaps.
6. Place a (5") thick concrete slab with a 4000 PSI concrete mix by means of a laser guided concrete screed.
7. Each cable will be pre-stressed within forty-eight hours and the final stressing operations completed at one week. There will be a minimum of twenty-eight days to allow the concrete to cure prior to the coating installation.
8. Install new Galvanized Fencing (10') tall. The corner, line and gate posts will be wet set in the perimeter grade beam in concrete foundations with (2 7/8") diameter posts spaced apart on (10'+/-) centers.
9. Install a new 1 5/8" top rail pipes, install (1 3/4") diamond shaped (9-gauge) galvanized coated fence fabric knuckled on the top and bottom with (2) entrance gates. Includes all necessary hardware for complete installation.
10. Install (1) pair of Black Douglas Industries (2 7/8") round black Premier XS Tennis Net Posts in set in PVC Ground Sleeves, (1) TN-36DMT Tennis Net, (1) Center Anchor Pipe with (1) Deluxe Center Strap.
11. Apply one (1) coat of RSS Concrete Sealer on the court.
12. Apply (1) coat of RSS Concrete Primer to ensure mechanical bond of the color coatings to the concrete.
13. Patch bird baths after flood test. Any water holding areas will be patched to ASBA tolerances and recommendations with RSS Rhino Patch Binder. This will occur after a one hr. wait in direct sunlight with temperatures at a minimum of 70 degrees and rising. Any puddles that cover a US Nickel (coin) will be patched with RSS Rhino Patch Mix. Any



remaining water that does not cover a Nickel is within allowable tolerances and will not be patched per guidelines established by ASBA and USAPA.

14. Apply one (1) coat of RSS Acrylic Resurfacer on the court mixed with silica-sand and water.
15. Install two (2) coats of RSS Acrylic Color Coatings with each color chosen. Silica-sand and water will be mixed into the color to provide texture and provide a slow speed of play.
16. Layout and stripe the courts with two-inch (2") wide lines using RSS Textured White Line Paint in accordance with USTA specifications for doubles play. RSS Tape Sealer is used as a prime coat for crisp edges.
17. Layout and stripe (1) Pickleball Court Lines only 2" wide with RSS Colored Line in accordance with USPA specifications for play.
18. Clean up job related debris and leave the court ready for play.

We hereby propose to furnish labor and materials – complete in accordance with the above specifications for: **Seventy-One Thousand Dollars (\$71,000.00). Performance and Payment Bonds included.**

#### **Basketball Court Scope and Cost-**

19. We will accept a moisture conditioned sub-base compacted to 95% proctor within +/- .1' with a .83%-1% maximum cross slope on one true plane with no grade breaks **(by others not included here) or by the recommendations from the soils engineer report.**
20. Install a two-inch (2") leveling course of structural fill for fine grading on top of the sub-base to ensure planarity using laser guided equipment.
21. Excavate a 12" x 12" perimeter grade beam around the court edges.
22. Install one (1) layer of 15-millimeter-thick Yellow Guard Poly Sheeting as a vapor retarder under the PT slab with seams overlapped and taped.
23. Install seven-strand steel post tensioned cables in a grid pattern spaced apart according to our design. Each cable intersection is supported on (2.5") chairs with one #4 rebar attached to the top of the cables with (30") overlaps.
24. Place a (5") thick concrete slab with a 4000 PSI concrete mix by means of a laser guided concrete screed.



25. Each cable will be pre-stressed within forty-eight hours and the final stressing operations completed at one week. There will be a minimum of twenty-eight days to allow the concrete to cure prior to the coating installation.
26. Install and pour a concrete foundation for the installation of (1) Douglas Industries Gooseneck Basketball Goal Systems Model #69442 with 4.5" galvanized steel posts with 4' extension arms, 42" x 60" rectangular steel backboards with double rims and nylon nets.
27. Layout and stripe the basketball line foul lane key and 3-pt line with (2") wide lines using RSS Textured Line Paint to NFHS specifications for play. RSS Tape Sealer is used as a prime coat to ensure crisp edges on the lines.
28. Clean up job related debris and leave the court ready for play.

We hereby propose to furnish labor and materials – complete in accordance with the above specifications, for the sum of: **Twenty-Three Thousand Nine Hundred and Twenty-Six Dollars (\$23,926.00).**

**Total costs for outlined scope of work above- \$133,731.00. Please note all our exclusions-**

**Exclusions to Proposal:**

1. All site grading, over excavation, site prep., retaining walls, permits, concrete & compaction testing, caulking joints, sidewalks, patios, court lighting, landscape, irrigation, repairs to curbing and or road damages due to Renner crews and subcontractor's access to the work area. If permits and testing are required by the Owner they will be billed in addition too proposal amount through a written change order between Renner and GC/Owner.

All material is guaranteed as specified. All work shall be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from the above specifications will be executed only upon written change orders and may become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within **(30)** days and, if not accepted, is cancelable and voidable thereafter at the option of Renner Sports.

Unless otherwise provided herein, all labor and materials will be warranted for a period of one (1) year from date of substantial completion **except for cracking and heaving**, which shall carry no warranty. Should the materials prove to be defective or the workmanship faulty within the one (1) year warranty period, the defects will be remedied within a reasonable time from Renner's receipt of notice of the defects, subject to weather conditions and crew schedule.



If digging is required, Renner Sports shall contact the Utility Notification Center of Colorado for utility locates. The owner will be responsible for repairs to any underground lines, if damaged, although reasonable care will be taken when Renner is advised of their presence.

This proposal is predicated upon normal digging conditions, and if rocks are encountered, the owner will be responsible for all associated additional extra time and equipment costs necessitated to complete the work.

The owner shall establish and provide suitable access to the construction site; Renner will not be liable for any damages to the construction site and/or site restoration due to unsuitable access. Potable water will be available within one hundred feet (100'+/-) of the site.

**Payments-** Progress payments will be required according to the Schedule of Values to be submitted after acceptance. Payment requests will be issued in accordance with the above payment schedule and are due within ten (10) days of the date of invoice. Work may be suspended and/or delayed if progress payments are not timely and current. Accounts shall be considered overdue and delinquent thirty (30) days after date of invoice. Delinquent accounts shall bear interest at a rate of 1 ½% per month (18% annually) and will be subject to all charges necessary for collection, including, but not limited to, all attorney's fees and all related legal costs. Final payment shall become due upon completion of contractor's work. Opening or use of an installation by owner shall be considered acceptance. Liens and/or bond claims will be filed on delinquent accounts. In the event of termination by owner, the contractor shall be paid for all work performed to date and for all materials ordered, manufactured and/or procured as of the date of termination.

The contractor is not liable for delays caused by strikes, the inability to secure adequate materials, fuel shortage, weather conditions, mechanical failures, Acts of God, *force majeure* and/or any other cause beyond Renner Sports' control.

Renner Sports is a non-union entity and is not bound by any organized labor agreements and/or collective bargaining agreements.

It is understood that if a soil sterilant is applied, it is an effort to retard weed growth as much as possible and no guarantee or warranty as to its effectiveness is expressed or implied. Contractor is not responsible for cracks due to heaving, soil expansion, frost, other conditions, *force majeure* and/or Acts of God.

This proposal is predicated upon standard construction and industry practices developed over the past twenty-five (25) years. Be advised that it is inherent in all asphalt and concrete to crack and Renner will not be responsible for all such cracks. Renner cannot be responsible for ground movement and heaving or settling of the soils. This proposal does not include soils



investigation or extraordinary drainage costs. Because of the possibility of expanding soil problems, the owner is urged to procure a soils investigation by a qualified soils engineer. Renner Sports s disclaims any and all liability for soil heaving, but will modify this proposal to include any work, as recommended by the owner's soils engineer.

If the proposed work cannot be performed during the current construction season due to delays caused by the owner, his agents, or employees, this contract shall be valid for the subsequent construction season, subject to possible increases in labor and materials.

The owner may accept this proposal as a binding contract either by signature or by making any payments to Renner Sports in consideration of services, and either of the above modes of acceptance shall be deemed to incorporate all of the terms of this proposal into the contract between the parties thereby formed.

If this proposal is accepted, please sign one copy, indicating which alternates (if any) are accepted, and return it via email or to the office of Renner Sports as soon as possible.

Respectfully Submitted: \_\_\_\_\_  
Colin Donovan- CTCB

### **ACCEPTANCE OF PROPOSAL**

The above prices specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

### **ACCEPTED BY:**

Date: \_\_\_\_\_ **Customer Signature:** \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_ **LER, Inc. Signature:** \_\_\_\_\_  
**Greg C. McKenna- President**





THE ULTIMATE  
SURFACE EXPERIENCE

**REUNION METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA
4/27/2021	Award of Construction and Administration Services Contracts to install irrigation and landscape improvements for Reunion Ridge F1 Phase 1 at 104 <sup>th</sup> Avenue & Vaughn Way located in NRMD#3.	

**INITIATED BY**

Aaron Clutter

**STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Board should consider the following:

1. Award a construction contract to the lowest responsive bidder to construct the following improvements:
  - Phases 1A, 1B, 1C - landscape improvements, which include tree lawn and open space landscape, site prep, fine grading, irrigation, sod, park, and a one-year maintenance of the landscaping and irrigation improvements installed.
  - Ragweed Draw Phase – drainage channel seeding, open space landscape, site prep, fine grading, irrigation, and a one-year maintenance of the landscaping and irrigation improvements installed.



Attached to this board communication is a separate Evaluation of Bids prepared by JR Engineering; JR Engineering recommends awarding the contract to **Colorado Designs**capes.

2. Entering into a consultant agreement with **JR Engineering** to provide construction assistance during construction including RFI, change orders processing, pay application review and preparation, and field change notifications. **GVR Landscape** will be responsible for the overall management and inspection of construction and will subcontract with JR Engineering. The proposal also includes contracting for the construction staking and testing services (as needed) associated with the Reunion Ridge F1 Phase 1 Landscape Improvements. A detailed scope and fees are attached to this board communication for review and consideration.

### BACKGROUND INFORMATION

The following ERU's and SACWSD tap fees associated with Reunion Ridge F1 Phase 1 Landscaping need approved by RMD:

Tap and ERU Costs (Price per ERU = \$6,850)					
Tap No.	Location	Tap Size	Tap Cost	ERU's	ERU Cost
#1	10357 Vaughn Way, Commerce City, CO, 80022	2"	\$182,337.99	23.87	\$163,509.50
#2	10358 Potomac St, Commerce City, CO, 80022	1-1/2"	\$86,333.94	11.2	\$76,857.00
#3	10193 Uvalda St, Commerce City, CO, 80022	2"	\$163,395.49	21.37	\$146,384.50
#4	10052 Xanadu St, Commerce City, CO, 80022	2"	\$177,943.33	23.29	\$159,536.50
#5	13578 E 99 <sup>th</sup> Pl, Commerce City, CO, 80022	1"	\$53,999.00	7.00	\$47,950.00
#6	13200 E 99 <sup>th</sup> Pl, Commerce City, CO, 80022	1"	\$31,571.08	4.04	\$27,674.00
#7	13451 E 102 <sup>nd</sup> Ave, Commerce City, CO, 80022	1-1/2"	\$93,683.63	12.19	\$83,501.50
#8	13450 E 102 <sup>nd</sup> Ave, Commerce City, CO, 80022	1-1/2"	\$116,111.55	15.15	\$103,777.50
#9	10355 Tucson St, Commerce City, CO, 80022	3/4"	\$9,082.16	1.08	\$7,398.00
#10	10130 Wheeling St, Commerce City, CO, 80022	3/4"	\$32,722.40	4.20	\$28,770.00
TOTALS			<b>\$947,180.57</b>		<b>\$845,358.50</b>

See attached Exhibit for tap coverage areas and phasing.

### FINANCIAL DETAILS

At the January 2020 board meeting the 12<sup>th</sup> Addendum to the Funding and Reimbursement Agreement was approved for the Reunion Ridge Filing #1 District Infrastructure in the amount of **\$26,662,130.24**.

Directly below are the financial details for awarding the contracts associated with this board communication:

#### **Construction Contract to Colorado Designscapes:**

Phase 1A,1B,1C & Booster Alternate Improvements – \$1,910,150.00

Ragweed Draw Channel & Booster Alternate Improvements – \$647,200.00

Total Contract Price to Colorado Designsapes - **\$2,557,350.00**

**Construction Contract to United Power**

Electrical Service to Controllers & Booster Pumps (Budgeted) – \$150,000.00

Total United Power Contract Price - **\$150,000.00**

**Hard Construction Costs Total - \$2,707,350.00**

5% Contingency - \$127,867

**Total Construction Budget - \$2,835,217.00**

**Construction Management Contract to JR Engineering (GVR):**

Bidding Services (1.0%)	– \$25,500
Construction Mgmt & Admin (6.0%)	– \$153,000
Construction Staking (1.0%)	– \$25,500
Construction Testing (0.5%)	– <u>\$12,750</u>

Total Contract Price - **\$216,750**

Total Construction Budget - **\$3,051,967.00**

**RECOMMENDATION/EVALUATION OF BIDS**

**REUNION METROPOLITAN DISTRICT  
REUNION RIDGE F1 PHASE 1  
LANDSCAPE IMPROVEMENTS**

Prepared for:

Reunion Metropolitan District  
17910 E. Parkside Drive North  
Commerce City, CO 80022

Prepared by:

**JR ENGINEERING, LLC**  
7200 S. Alton Way, Suite C400  
Centennial, Colorado 80112  
(303) 740-9393

April 2021



April 27, 2021

Board of Directors  
**Reunion Metropolitan District**  
 17910 E. Parkside Drive North  
 Commerce City, CO 80022

**RE: Recommendation/Evaluation of Bids**  
**Reunion Ridge Phase 1 Landscape Improvements**

Dear Board of Directors:

This letter is a Recommendation and Evaluation of Bids that were received on April 21, 2021 for the Reunion Metropolitan District Reunion Ridge Phase 1 Landscape Improvements. JR Engineering performed a complete evaluation of the Contractors' bid packages and bid form pricing and have provided a recommendation based on lowest responsive Bidder and qualifications.

This project consists of two phases of landscape and channel improvements for the Reunion Metropolitan District. Phase 1 landscape improvements include median, tree lawn and open space landscape, site prep, fine grading, irrigation, park & park structures, and 1-yr maintenance. Ragweed Draw Channel Phase improvements include drainage channel seeding, open space landscape, site prep, fine grading, irrigation, and 1-yr maintenance.

Phase 1 was broken down into sub-phases 1A, 1B, and 1C, each sub-phase with a separate bid schedule for landscaping, irrigation, and irrigation alternate. Contractors were allowed to bid on portions or all of Phase 1.

Ragweed Draw Channel bid schedules consisted of landscaping, irrigation, and irrigation alternate. Contractors were required to bid on the Ragweed Draw Phase in its entirety.

JR Engineering received bids from five Contractors for the RMD Reunion Ridge Phase 1 Landscape Improvements. The five Contractors and their respective bids from lowest to highest price are as follows:

CONTRACTOR	PHASE 1A	PHASE 1B	PHASE 1C	RAGWEED DRAW CHANNEL	ALTERNATE BOOSTER TOTAL	TOTALS
DESIGNSCAPES	\$1,025,000	\$370,700	\$468,250	\$610,000	\$83,400	\$2,557,350.00
BRIGHTVIEW	\$1,017,086	\$356,266	\$503,019	\$564,105	\$125,900	\$2,566,375.60
CDI	\$954,264	\$405,927	\$637,472	\$645,748	\$81,658	\$2,725,069.00
EDI	\$1,114,424	\$342,728	\$426,599	\$1,065,577	\$95,845	\$3,045,173.17
ACC	\$970,868	\$506,984	\$599,681	\$931,021	\$120,000	\$3,128,554.36

A bidder's checklist (Attachment #1a) was prepared and completed during the opening of the bids and is attached for review.



Based on the information provided within the bid documents an evaluation was done on the following categories: Bid Document Conformance and Bid Price.

### **1. Bid Document Conformance:**

CONTRACTOR	Signed Proposal	Addendum Acknowledgement	Qualification Statement
ACC	✓	✓	✓
BRIGHTVIEW	✓	✓	✓
CDI	✓	✓	✓
COLORADO DESIGNSCAPES	✓	✓	✓
ENVIRONMENTAL DESIGNS	X	X	X

\*All Contractors submitted the required bid documents with the exception of Environmental Designs, which did not include a signed bid form, addendum acknowledgment, and qualifications statement.

### **2. Bid Price:**

GVR Landscaping prepared a bid tabulation (Attachment #1) of each Contractor's bid to verify the accuracy of the bids. The bid tabulation and the table above both show the correct total cost for each Bid based on the proposed quantities and provided unit prices.

### **3. Contractor Qualifications:**

Each proposal included a "Contractor's Qualification Statement" section to be filled out by each bidder. JR Engineering also utilized the OSHA Web Page to check if each Contractor had any major outstanding OSHA violations on record. No major violations were found within the past three years for any of the contractors. The Contractor qualifications for the lowest bidder are attached (Attachment #2).

### **4. Summary**

Based on review of the bid proposals received by JR Engineering, the following is our recommendation of award of both bid schedules based on the above categories for the RMD Reunion Ridge Phase 1 Landscape Improvements Project for the Reunion Metropolitan District.

CONTRACTOR	RECOMMENDATION
COLORADO DESIGNSCAPES	Award Lowest Qualified Bidder
BRIGHTVIEW	Second
CDI	Third

If you have any questions or concerns, please feel free to contact me at (303) 267-6220.  
Sincerely,

**JR ENGINEERING, LLC**

Aaron Clutter, P.E.

REUNION METRO DISTRICT  
 Reunion Ridge Phase 1 Landscape Improvements  
 Bidders Checklist  
 Bid Opening 1:00 pm, April 21, 2021

COMPANY NAME	Addendum No. 1	Addendum No. 2	Addendum No. 3	Addendum No. 4	Signed Bid Proposal	Contractor's Qual. Statement	Phase 1 Landscape Improvements	Ragweed Draw Channel Improvement	Booster Alternate	Total Bid
ACC	✓	✓	✓	✓	✓	✓	\$2,077,533	\$931,021	\$120,000	\$ 3,128,554
BRIGHTVIEW	✓	✓	✓	✓	✓	✓	\$1,876,371	\$564,105	\$125,900	\$ 2,566,376
CDI	✓	✓	✓	✓	✓	✓	\$1,997,663	\$645,748	\$81,658	\$ 2,725,069
DESIGNSCAPES	✓	✓	✓	✓	✓	✓	\$1,863,950	\$610,000	\$83,400	\$ 2,557,350
EDI	X	X	X	X	X	X	\$1,883,751	\$1,065,577	\$95,845	\$ 3,045,173



## Attachment #1

**NRMD #3 Reunion Ridge Phase 1 Landscaping  
BID TABULATION SUMMARY  
Phase 1A**

Item #	Description	Quantity	Unit	ACC Unit Price	Cost	Brightview Unit Price	Cost	CDI Unit Price	Cost	Designscapes Unit Price	Cost	EDI Unit Price	Cost
LS 1A.1	Fine Grading, Site Prep	242,260	SF	\$ 0.11	\$ 26,648.60	\$ 0.04	\$ 9,690.40	\$ 0.09	\$ 21,803.40	\$ 0.03	\$ 7,267.80	\$ 0.01	\$ 2,907.12
LS 1A.2	Soil Amendment	348	CY	\$ 65.00	\$ 22,587.50	\$ 35.00	\$ 12,162.50	\$ 39.09	\$ 13,583.78	\$ 59.00	\$ 20,502.50	\$ 57.42	\$ 19,953.45
LS 1A.3	Soil Amendment	472	CY	\$ 75.00	\$ 35,422.88	\$ 34.00	\$ 16,038.37	\$ 46.06	\$ 22,037.75	\$ 61.00	\$ 28,810.61	\$ 51.32	\$ 24,238.68
LS 1A.4	Soil Testing	6	EA	\$ 350.00	\$ 2,100.00	\$ 290.00	\$ 1,740.00	\$ 129.42	\$ 776.52	\$ 354.00	\$ 2,124.00	\$ 388.17	\$ 2,358.82
LS 1A.5	(AGB) Aesculus Galabra Ohio Buckeye	5	EA	\$ 610.00	\$ 3,050.00	\$ 550.00	\$ 2,750.00	\$ 657.91	\$ 3,289.55	\$ 580.00	\$ 2,900.00	\$ 567.00	\$ 2,835.00
LS 1A.6	(CSC) Catalpa Speciosa/Western Catalpa	4	EA	\$ 560.00	\$ 2,240.00	\$ 550.00	\$ 2,200.00	\$ 591.10	\$ 2,364.40	\$ 480.00	\$ 1,920.00	\$ 567.00	\$ 2,268.00
LS 1A.7	(COH) Celtis Occidentalis/Western Hackberry	5	EA	\$ 560.00	\$ 2,800.00	\$ 550.00	\$ 2,750.00	\$ 576.26	\$ 2,881.30	\$ 450.00	\$ 2,250.00	\$ 567.00	\$ 2,835.00
LS 1A.8	(PAB) Platanus X Aenloia Bloodgood/Bloodgood Planetree	4	EA	\$ 565.00	\$ 2,260.00	\$ 550.00	\$ 2,200.00	\$ 591.10	\$ 2,364.40	\$ 490.00	\$ 1,960.00	\$ 567.00	\$ 2,268.00
LS 1A.9	(QMO) Quercus Macrocarpa/Bur Oak	1	EA	\$ 626.00	\$ 626.00	\$ 550.00	\$ 550.00	\$ 591.10	\$ 591.10	\$ 490.00	\$ 490.00	\$ 567.00	\$ 567.00
LS 1A.10	(QOC) Quercus Mushlenbergii Chinkapin Oak	7	EA	\$ 560.00	\$ 3,920.00	\$ 550.00	\$ 3,850.00	\$ 591.10	\$ 4,137.70	\$ 490.00	\$ 3,430.00	\$ 567.00	\$ 3,969.00
LS 1A.11	(ORO) Quercus Robur/English Oak	14	EA	\$ 530.00	\$ 7,420.00	\$ 550.00	\$ 7,700.00	\$ 591.10	\$ 8,275.40	\$ 515.00	\$ 7,210.00	\$ 567.00	\$ 7,938.00
LS 1A.12	(QSO) Quercus Shumardii/Shumard Oak	3	EA	\$ 575.00	\$ 1,725.00	\$ 550.00	\$ 1,650.00	\$ 591.10	\$ 1,773.30	\$ 490.00	\$ 1,470.00	\$ 567.00	\$ 1,701.00
LS 1A.13	(SJP) Sophora Japonica/Japanese Pagoda Tree	3	EA	\$ 560.00	\$ 1,680.00	\$ 550.00	\$ 1,650.00	\$ 576.26	\$ 1,728.78	\$ 515.00	\$ 1,545.00	\$ 567.00	\$ 1,701.00
LS 1A.14	(TCG) Tilia Cordata Greenspire/Greenspire Linden	9	EA	\$ 550.00	\$ 4,950.00	\$ 550.00	\$ 4,950.00	\$ 591.10	\$ 5,319.90	\$ 490.00	\$ 4,410.00	\$ 567.00	\$ 5,103.00
LS 1A.15	(UAP) Ulmus Americana Princeton/Princeton American Elm	4	EA	\$ 560.00	\$ 2,240.00	\$ 550.00	\$ 2,200.00	\$ 591.10	\$ 2,364.40	\$ 480.00	\$ 1,920.00	\$ 567.00	\$ 2,268.00
LS 1A.16	(UFE) Ulmus Frontier/Frontier Elm	2	EA	\$ 585.00	\$ 1,170.00	\$ 550.00	\$ 1,100.00	\$ 591.10	\$ 1,182.20	\$ 480.00	\$ 960.00	\$ 567.00	\$ 1,134.00
LS 1A.17	(UTE) Ulmus X Triumph/Triumph Elm	3	EA	\$ 560.00	\$ 1,680.00	\$ 550.00	\$ 1,650.00	\$ 591.10	\$ 1,773.30	\$ 480.00	\$ 1,440.00	\$ 567.00	\$ 1,701.00
LS 1A.18	(MCC) Crataegus Crus-Galli Herma/Thornless Cockspur Hawthorn	8	EA	\$ 510.00	\$ 4,080.00	\$ 530.00	\$ 4,240.00	\$ 576.26	\$ 4,610.08	\$ 490.00	\$ 3,840.00	\$ 484.00	\$ 3,872.00
LS 1A.19	(MCO) Malus Coralburst/Coralburst Crabapple	5	EA	\$ 550.00	\$ 2,750.00	\$ 530.00	\$ 2,650.00	\$ 576.26	\$ 2,881.30	\$ 495.00	\$ 2,475.00	\$ 484.00	\$ 2,420.00
LS 1A.20	(MRR) Malus Royal Raindrops/Royal Raindrops Crabapple	6	EA	\$ 500.00	\$ 3,000.00	\$ 530.00	\$ 3,180.00	\$ 494.33	\$ 2,965.98	\$ 480.00	\$ 2,880.00	\$ 484.00	\$ 2,904.00
LS 1A.21	(MSS) Malus Spring Snow/Spring Snow Crabapple	16	EA	\$ 530.00	\$ 8,480.00	\$ 530.00	\$ 8,480.00	\$ 546.57	\$ 8,745.12	\$ 460.00	\$ 7,360.00	\$ 484.00	\$ 7,744.00
LS 1A.22	(MTC) Malus Thunderchild/Thunderchild Crabapple	3	EA	\$ 545.00	\$ 1,635.00	\$ 530.00	\$ 1,590.00	\$ 546.57	\$ 1,639.71	\$ 480.00	\$ 1,440.00	\$ 484.00	\$ 1,452.00
LS 1A.23	(QRS) Quercus Robur Fastigata/Prairie European Hornbeam	18	EA	\$ 530.00	\$ 9,540.00	\$ 530.00	\$ 9,540.00	\$ 613.38	\$ 11,040.84	\$ 490.00	\$ 8,820.00	\$ 484.00	\$ 8,712.00
LS 1A.24	(PMC) Prunus Maackii/Mur Chokecherry	1	EA	\$ 580.00	\$ 580.00	\$ 530.00	\$ 530.00	\$ 561.42	\$ 561.42	\$ 490.00	\$ 490.00	\$ 484.00	\$ 484.00
LS 1A.25	(PCO) Prunus calleryana/Capitol/Capitol Pear	8	EA	\$ 525.00	\$ 4,200.00	\$ 530.00	\$ 4,240.00	\$ 534.84	\$ 4,278.72	\$ 460.00	\$ 3,680.00	\$ 484.00	\$ 3,872.00
LS 1A.26	(AAS) Amelanchier Anfolia/Saskatoon Serviceberry	3	EA	\$ 515.00	\$ 1,545.00	\$ 480.00	\$ 1,440.00	\$ 533.04	\$ 1,599.12	\$ 380.00	\$ 1,140.00	\$ 372.00	\$ 1,116.00
LS 1A.27	(ASM) Acer Saccharum Hot Wings/Hot Wings Serviceberry	13	EA	\$ 510.00	\$ 6,630.00	\$ 480.00	\$ 6,240.00	\$ 533.04	\$ 6,929.52	\$ 360.00	\$ 4,680.00	\$ 372.00	\$ 4,836.00
LS 1A.28	(PAP) Pinus Aristata/Brittlecone Pine	4	EA	\$ 725.00	\$ 2,900.00	\$ 500.00	\$ 2,000.00	\$ 895.24	\$ 3,220.96	\$ 550.00	\$ 2,200.00	\$ 487.00	\$ 1,948.00
LS 1A.29	(PE) Pinus Edulis/Pin Pine	29	EA	\$ 500.00	\$ 14,500.00	\$ 500.00	\$ 14,500.00	\$ 532.93	\$ 15,454.97	\$ 430.00	\$ 12,470.00	\$ 487.00	\$ 14,123.00
LS 1A.30	(PN) Pinus Nigra/Austrian Pine	32	EA	\$ 510.00	\$ 16,320.00	\$ 500.00	\$ 16,000.00	\$ 548.06	\$ 17,537.92	\$ 460.00	\$ 14,720.00	\$ 487.00	\$ 15,584.00
LS 1A.31	(PP) Pinus Ponderosa/Ponderosa Pine	21	EA	\$ 500.00	\$ 10,500.00	\$ 500.00	\$ 10,500.00	\$ 532.93	\$ 11,191.53	\$ 430.00	\$ 9,030.00	\$ 487.00	\$ 10,227.00
LS 1A.32	(PS) Pinus Sylvestris/Scotch Pine	6	EA	\$ 530.00	\$ 3,180.00	\$ 500.00	\$ 3,000.00	\$ 563.18	\$ 3,379.08	\$ 480.00	\$ 2,880.00	\$ 487.00	\$ 2,922.00
LS 1A.33	(ACL) Amorpha Canadensis/Leadplant	25	EA	\$ 55.00	\$ 1,375.00	\$ 44.00	\$ 1,100.00	\$ 50.60	\$ 1,265.00	\$ 38.00	\$ 950.00	\$ 51.26	\$ 1,281.50
LS 1A.34	(ACS) Artemisia Cana/Silver Sagebrush	5	EA	\$ 55.00	\$ 275.00	\$ 44.00	\$ 220.00	\$ 51.71	\$ 258.55	\$ 36.00	\$ 180.00	\$ 51.26	\$ 256.30
LS 1A.35	(BDB) Buddleia Davidi/Black Nigh/Purple Butterfly Bush	20	EA	\$ 52.00	\$ 1,040.00	\$ 44.00	\$ 880.00	\$ 50.60	\$ 1,012.00	\$ 36.00	\$ 720.00	\$ 51.26	\$ 1,025.20
LS 1A.36	(CCB) Caryopteris x Clandonensis/Blue Mist/Blue Mist Spirea	14	EA	\$ 40.00	\$ 560.00	\$ 44.00	\$ 616.00	\$ 33.00	\$ 462.00	\$ 32.00	\$ 448.00	\$ 51.26	\$ 717.64
LS 1A.37	(CNA) Chrysothamnus Noveboracensis/Albicaulis/Tall Blue Rabbitbrush	5	EA	\$ 52.00	\$ 260.00	\$ 44.00	\$ 220.00	\$ 39.83	\$ 199.15	\$ 36.00	\$ 180.00	\$ 51.26	\$ 295.30
LS 1A.38	(EAO) Euonymus Alatus Compactus/Dwarf Burning Bush	22	EA	\$ 52.00	\$ 1,144.00	\$ 44.00	\$ 968.00	\$ 47.26	\$ 1,039.72	\$ 36.00	\$ 792.00	\$ 51.26	\$ 1,127.72
LS 1A.39	(PAR) Pteris Atriplicifolia/Russian Sage	52	EA	\$ 40.00	\$ 2,080.00	\$ 44.00	\$ 2,288.00	\$ 35.82	\$ 1,862.64	\$ 32.00	\$ 1,664.00	\$ 51.26	\$ 2,665.52
LS 1A.40	(POL) Physocarpus Opulifolius/Little Devil/Little Devil Ninebark	62	EA	\$ 45.00	\$ 2,790.00	\$ 44.00	\$ 2,728.00	\$ 40.58	\$ 2,515.96	\$ 36.00	\$ 2,232.00	\$ 51.26	\$ 3,178.12
LS 1A.41	(PFM) Potentilla Fruticosa/McKay's White/McKay's White Potentilla	44	EA	\$ 36.00	\$ 1,584.00	\$ 44.00	\$ 1,936.00	\$ 33.00	\$ 1,452.00	\$ 32.00	\$ 1,408.00	\$ 51.26	\$ 2,255.44
LS 1A.42	(PBK) Prunus Besseyi/Pawnee Buttes/Creeeping Western Sandcherry	136	EA	\$ 45.00	\$ 6,120.00	\$ 44.00	\$ 5,984.00	\$ 39.83	\$ 5,416.88	\$ 33.00	\$ 4,488.00	\$ 51.26	\$ 6,971.36
LS 1A.43	(RAO) Rhus Aromatica/Gro-Low/Gro-Low Sumac	28	EA	\$ 45.00	\$ 1,260.00	\$ 44.00	\$ 1,240.00	\$ 42.11	\$ 1,179.08	\$ 36.00	\$ 936.00	\$ 51.26	\$ 1,332.76
LS 1A.44	(RKY) Rosa Knock Out Sunny/Sunny Knock Out Rose	17	EA	\$ 50.00	\$ 850.00	\$ 44.00	\$ 748.00	\$ 46.07	\$ 783.19	\$ 34.00	\$ 578.00	\$ 51.26	\$ 871.42
LS 1A.45	(RMM) Rosa X Meidland Magic/Magic Meidland Rose	26	EA	\$ 50.00	\$ 1,300.00	\$ 44.00	\$ 1,144.00	\$ 46.07	\$ 1,197.82	\$ 34.00	\$ 884.00	\$ 51.26	\$ 1,332.76
LS 1A.46	(VFG) Yucca Filamentosa/Golden Sword/Golden Sword Variegated Yucca	29	EA	\$ 60.00	\$ 1,740.00	\$ 44.00	\$ 1,276.00	\$ 59.13	\$ 1,714.77	\$ 50.00	\$ 1,450.00	\$ 51.26	\$ 1,486.54
LS 1A.47	(JCA) Juniperus Chinensis/Armstrong/Armstrong Juniper	24	EA	\$ 50.00	\$ 1,200.00	\$ 52.00	\$ 1,248.00	\$ 47.75	\$ 1,146.00	\$ 38.00	\$ 912.00	\$ 63.05	\$ 1,513.20
LS 1A.48	(JCO) Juniperus Communis/Green Carpet/Green Carpet Juniper	142	EA	\$ 55.00	\$ 7,810.00	\$ 52.00	\$ 7,384.00	\$ 58.63	\$ 8,325.46	\$ 38.00	\$ 5,396.00	\$ 63.05	\$ 8,953.10
LS 1A.49	(JHB) Juniperus Horizontalis/Bar Harbour/Bar Harbour Juniper	41	EA	\$ 50.00	\$ 2,050.00	\$ 52.00	\$ 2,132.00	\$ 44.80	\$ 1,836.80	\$ 38.00	\$ 1,558.00	\$ 63.05	\$ 2,585.08
LS 1A.50	(PAH) Pennisetum Alopecuroides/Harmin/Dwarf Fountain Grass	155	EA	\$ 15.00	\$ 2,325.00	\$ 18.00	\$ 2,790.00	\$ 17.32	\$ 2,684.60	\$ 13.00	\$ 2,015.00	\$ 22.68	\$ 3,515.40
LS 1A.51	(SSB) Schizachyrium Scoparium/Blaze/Little Bluestem Grass	226	EA	\$ 15.00	\$ 3,390.00	\$ 18.00	\$ 4,068.00	\$ 19.54	\$ 4,416.04	\$ 13.00	\$ 2,938.00	\$ 22.68	\$ 5,125.68
LS 1A.52	(SWG) Sporobolus Wrightii/Giant Sacaton Grass	70	EA	\$ 16.00	\$ 1,120.00	\$ 18.00	\$ 1,260.00	\$ 19.54	\$ 1,367.80	\$ 13.00	\$ 910.00	\$ 22.68	\$ 1,587.60
LS 1A.53	(ACD) Agastache Canadensis/Double Bubblemint	99	EA	\$ 15.00	\$ 1,485.00	\$ 8.25	\$ 816.75	\$ 16.27	\$ 1,610.73	\$ 12.00	\$ 1,188.00	\$ 21.93	\$ 2,171.07
LS 1A.54	(AMT) Achillea Millefolium/Terra Cotta/Terra Cotta Yarrow	46	EA	\$ 14.00	\$ 644.00	\$ 8.25	\$ 379.50	\$ 17.62	\$ 810.52	\$ 12.00	\$ 552.00	\$ 21.93	\$ 1,008.78
LS 1A.55	(AMY) Achillea Moonshine/Moonshine Yarrow	63	EA	\$ 15.00	\$ 945.00	\$ 8.25	\$ 519.75	\$ 18.51	\$ 1,166.13	\$ 12.00	\$ 756.00	\$ 21.93	\$ 1,381.59
LS 1A.56	(ARS) Agastache Rupestris/Sunset Hyssop	77	EA	\$ 16.00	\$ 1,232.00	\$ 8.25	\$ 635.25	\$ 18.51	\$ 1,425.27	\$ 12.00	\$ 924.00	\$ 21.93	\$ 1,688.61
LS 1A.58	(CRP) Centaurea Rubra/Red Valerian	60	EA	\$ 15.00	\$ 900.00	\$ 8.25	\$ 495.00	\$ 17.62	\$ 1,057.20	\$ 12.00	\$ 720.00	\$ 21.93	\$ 1,315.80
LS 1A.59	(CVM) Coreopsis Verticillata/Moonbeam/Moonbeam Coreopsis	65	EA	\$ 15.00	\$ 975.00	\$ 8.25	\$ 536.25	\$ 17.62	\$ 1,145.30	\$ 12.00	\$ 780.00	\$ 21.93	\$ 1,425.45
LS 1A.60	(EPP) Echinacea Purpurea/Purple Coneflower	15	EA	\$ 14.00	\$ 210.00	\$ 8.25	\$ 123.75	\$ 16.27	\$ 244.05	\$ 12.00	\$ 180.00	\$ 21.93	\$ 328.95
LS 1A.61	(GLW) Gaura Lindheimeri/Whirling Butterflies	143	EA	\$ 14.00	\$ 2,002.00	\$ 8.25	\$ 1,179.75	\$ 17.62	\$ 2,515.66	\$ 12.00	\$ 1,716.00	\$ 21.93	\$ 3,135.99
LS 1A.62	(HAR) Hemerocallis Autumn Red/Red Daylily	0	EA	\$ 15.00	\$ -	\$ 8.25	\$ -	\$ 18.51	\$ -	\$ -	\$ -	\$ 21.93	\$ -
LS 1A.63	(HSO) Hemerocallis Stella De Oro/Dwarf Gold Daylily	36	EA	\$ 15.00	\$ 540.00	\$ 8.25	\$ 297.00	\$ 17.62	\$ 634.32	\$ 12.00	\$ 432.00	\$ 21.93	\$ 789.48
LS 1A.64	(KSE) Kniphofia Stark's Early Hybrids/Torch Lily/Red	57	EA	\$ 15.00	\$ 855.00	\$ 8.25	\$ 470.25	\$ 16.27	\$ 927.39	\$ 12.00	\$ 684.00	\$ 21.93	\$ 1,250.01
LS 1A.65	(LSB) Leucanthemum X Superbum/Besky Shasta Daisy	47	EA	\$ 14.00	\$ 658.00	\$ 8.25	\$ 389.75	\$ 16.27	\$ 764.89	\$ 12.00	\$ 564.00	\$ 21.93	\$ 1,030.71
LS 1A.66	(RFQ) Rudbeckia Fulgida/Goldstrum/Black-Eyed Susan	40	EA	\$ 14.00	\$ 560.00	\$ 8.25	\$ 330.00	\$ 16.27	\$ 650.80	\$ 12.00	\$ 480.00	\$ 21.93	\$ 877.20
LS 1A.67	(PAJ) Persicaria affinis/Himalayan Border Jewel	299	EA	\$ 14.00	\$ 4,186.00	\$ 8.25	\$ 2,466.75	\$ 16.27	\$ 4,864.73	\$ 12.00	\$ 3,588.00	\$ 21.93	\$ 6,557.07
LS 1A.68	(SNM) Salvia Numerosa/May Night/May Night Salvia	153	EA	\$ 14.00	\$ 2,142.00	\$ 8.25	\$ 1,262.25	\$ 16.27	\$ 2,489.31	\$ 12.00	\$ 1,836.00	\$ 21.93	\$ 3,355.29
LS 1A.69	(ZGO) Zauschneria Garrettii/Orange Carpet/Creeeping Hummingbird Trumpet	63	EA	\$ 16.00	\$ 1,008.00	\$ 8.25	\$ 519.75	\$ 19.54	\$ 1,231.02	\$ 12.00	\$ 756.00	\$ 21.93	\$ 1,381.58
LS 1A.70	Sod	19,630	SF	\$ 0.50	\$ 9,815.00	\$ 0.50	\$ 9,815.00	\$ 0.61	\$ 11,974.30	\$ 0.65	\$ 12,759.50	\$ 0.38	\$ 7,459.40
LS 1A.71	Native Seed	101,300	SF	\$ 0.10	\$ 10,130.00	\$ 0.08	\$ 8,104.00	\$ 0.06	\$ 6,078.00				

**NRMD #3 Reunion Ridge Phase 1 Landscaping  
BID TABULATION SUMMARY  
Phase 1A**

LS 1A.78	Weed Barrier Fabric	65,195	SF	\$	0.20	\$	13,039.00	\$	0.25	\$	16,298.75	\$	0.31	\$	20,210.45	\$	0.15	\$	9,779.25	\$	0.20	\$	13,039.00
LS 1A.79	CMU Block Wall with Conc. Spread Footing	2,000	FF	\$	-	\$	-	\$	74.00	\$	148,000.00	\$	52.44	\$	104,880.00	\$	77.25	\$	154,500.00	\$	69.53	\$	139,058.08
LS 1A.80	Faux Corten Steel Panels	1,500	SF	\$	-	\$	-	\$	36.00	\$	54,000.00	\$	9.63	\$	14,445.00	\$	55.00	\$	82,500.00	\$	11.91	\$	17,865.00
LS 1A.81	Metal Parapet Cap	520	SF	\$	-	\$	-	\$	170.00	\$	88,400.00	\$	2.01	\$	1,045.20	\$	84.00	\$	43,680.00	\$	9.40	\$	4,888.00
LS 1A.83	Force account for landscape and irrigation repairs to 104th street median at V	1	LS	\$	8,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00
LS 1A.84	General Requirements	1	LS	\$	130,000.00	\$	130,000.00	\$	26,250.00	\$	26,250.00	\$	35,000.00	\$	35,000.00	\$	33,273.00	\$	33,273.00	\$	6,000.00	\$	6,000.00
LS 1A.85	Mobilization	1	LS	\$	15,000.00	\$	15,000.00	\$	26,250.00	\$	26,250.00	\$	6,848.64	\$	6,848.64	\$	28,473.30	\$	28,473.30	\$	4,300.00	\$	4,300.00
LS 1A.86	Maintenance	1	LS	\$	35,000.00	\$	35,000.00	\$	36,200.00	\$	36,200.00	\$	47,282.00	\$	47,282.00	\$	31,000.00	\$	31,000.00	\$	25,000.00	\$	25,000.00
IR 1A.1	Irrigation Controller	1	EA	\$	10,000.00	\$	10,000.00	\$	-	\$	-	\$	9,865.73	\$	9,865.73	\$	6,600.00	\$	6,600.00	\$	8,951.00	\$	8,951.00
IR 1A.2	Two Wire Module	0	EA	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 1A.3	Wireless Rain/Freeze Sensor	1	EA	\$	165.00	\$	165.00	\$	-	\$	-	\$	420.11	\$	420.11	\$	215.00	\$	215.00	\$	459.52	\$	459.52
IR 1A.4	Two-Wire Surge Arrestor	15	EA	\$	215.00	\$	3,225.00	\$	-	\$	-	\$	154.55	\$	2,318.25	\$	200.00	\$	3,000.00	\$	273.00	\$	4,095.00
IR 1A.5	Two-Wire Sensor Decoder	1	EA	\$	145.00	\$	145.00	\$	-	\$	-	\$	424.14	\$	424.14	\$	140.00	\$	140.00	\$	509.09	\$	509.09
IR 1A.6	Two-Wire Decoder	82	EA	\$	130.00	\$	10,660.00	\$	-	\$	-	\$	144.00	\$	11,808.00	\$	140.00	\$	11,480.00	\$	155.54	\$	12,754.28
IR 1A.7	Two-Wire Cable	5,005	LF	\$	0.55	\$	2,752.75	\$	-	\$	-	\$	1.18	\$	5,905.90	\$	0.66	\$	3,303.30	\$	0.84	\$	4,204.20
IR 1A.8	Controller Power	250	LF	\$	42.00	\$	10,500.00	\$	-	\$	-	\$	18.62	\$	4,655.00	\$	13.25	\$	3,312.50	\$	38.23	\$	9,557.50
IR 1A.9	Booster Pump Power	250	LF	\$	42.00	\$	10,500.00	\$	-	\$	-	\$	16.41	\$	4,102.50	\$	13.25	\$	3,312.50	\$	50.00	\$	12,500.00
IR 1A.10	Water Conditioner	1	EA	\$	3,850.00	\$	3,850.00	\$	-	\$	-	\$	1,963.35	\$	1,963.35	\$	3,700.00	\$	3,700.00	\$	4,737.00	\$	4,737.00
IR 1A.11	Backflow Preventer - 2" dia.	1	EA	\$	3,280.00	\$	3,280.00	\$	-	\$	-	\$	5,345.62	\$	5,345.62	\$	8,500.00	\$	8,500.00	\$	4,870.00	\$	4,870.00
IR 1A.12	Copper Piping - 2" dia.	25	LF	\$	23.00	\$	575.00	\$	-	\$	-	\$	32.32	\$	808.00	\$	30.00	\$	750.00	\$	38.71	\$	967.75
IR 1A.13	Backflow Preventer - 1-1/2" dia.	0	EA	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 1A.14	Copper Piping - 1-1/2" dia.	0	LF	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 1A.15	Backflow Preventer - 1" dia.	0	EA	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 1A.16	Copper Piping - 1" dia.	0	LF	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 1A.17	6" Pop-up Spray Head	755	EA	\$	23.50	\$	17,742.50	\$	-	\$	-	\$	47.11	\$	35,568.05	\$	30.00	\$	22,650.00	\$	43.75	\$	33,031.25
IR 1A.18	6" Rotor Head	0	EA	\$	53.00	\$	-	\$	-	\$	-	\$	49.02	\$	-	\$	-	\$	-	\$	-	\$	-
IR 1A.19	12" Hi-pop Spray Head	271	EA	\$	28.00	\$	7,048.00	\$	-	\$	-	\$	50.35	\$	13,644.85	\$	33.00	\$	9,943.00	\$	41.89	\$	11,297.99
IR 1A.20	12" Hi-pop Rotor Head	354	EA	\$	65.00	\$	23,010.00	\$	-	\$	-	\$	70.54	\$	24,971.16	\$	55.00	\$	19,470.00	\$	67.72	\$	23,972.88
IR 1A.21	1" Drip Valve Assembly	28	EA	\$	575.00	\$	16,100.00	\$	-	\$	-	\$	418.72	\$	11,724.16	\$	330.00	\$	9,240.00	\$	464.35	\$	13,001.80
IR 1A.22	Drip Line Blow-Out Stub	59	EA	\$	75.00	\$	4,425.00	\$	-	\$	-	\$	86.18	\$	5,084.62	\$	100.00	\$	5,900.00	\$	135.88	\$	8,016.92
IR 1A.23	Drip - supply tubing	6,971	LF	\$	4.20	\$	29,278.20	\$	-	\$	-	\$	2.03	\$	14,151.13	\$	2.30	\$	16,033.30	\$	3.70	\$	25,792.70
IR 1A.24	Drip Emitter Tubing w/ fittings	11,575	LF	\$	1.60	\$	18,520.00	\$	-	\$	-	\$	3.69	\$	42,711.75	\$	2.50	\$	28,937.50	\$	1.40	\$	16,205.00
IR 1A.25	Master Valve - 2" dia.	1	EA	\$	500.00	\$	500.00	\$	-	\$	-	\$	514.04	\$	514.04	\$	355.00	\$	355.00	\$	572.10	\$	572.10
IR 1A.26	Master Valve - 1-1/2" dia.	0	EA	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 1A.27	Master Valve - 1" dia.	0	EA	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 1A.28	Gate Valve - 3" dia.	6	EA	\$	460.00	\$	2,760.00	\$	-	\$	-	\$	206.63	\$	1,239.78	\$	315.00	\$	1,890.00	\$	1,087.00	\$	6,522.00
IR 1A.29	Gate Valve - 2-1/2" dia.	4	EA	\$	385.00	\$	1,540.00	\$	-	\$	-	\$	181.80	\$	727.20	\$	200.00	\$	800.00	\$	205.18	\$	820.72
IR 1A.30	Gate Valve - 2" dia.	1	EA	\$	215.00	\$	215.00	\$	-	\$	-	\$	131.09	\$	131.09	\$	125.00	\$	125.00	\$	171.86	\$	171.86
IR 1A.31	Gate Valve - 1-1/2" dia.	0	EA	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 1A.32	Manual Drain Valve	16	EA	\$	130.00	\$	2,080.00	\$	-	\$	-	\$	293.59	\$	4,697.44	\$	270.00	\$	4,320.00	\$	618.16	\$	9,890.56
IR 1A.33	Quick Coupling Valve	22	EA	\$	195.00	\$	4,290.00	\$	-	\$	-	\$	297.68	\$	6,548.96	\$	215.00	\$	4,730.00	\$	253.58	\$	5,578.76
IR 1A.34	Ball Valve	1	EA	\$	135.00	\$	135.00	\$	-	\$	-	\$	77.96	\$	77.96	\$	94.00	\$	94.00	\$	153.00	\$	153.00
IR 1A.35	Electric Control Valve - 2" dia.	12	EA	\$	580.00	\$	6,960.00	\$	-	\$	-	\$	505.68	\$	7,148.16	\$	435.00	\$	5,220.00	\$	521.74	\$	6,260.88
IR 1A.36	Electric Control Valve - 1-1/2" dia.	25	EA	\$	570.00	\$	14,250.00	\$	-	\$	-	\$	547.32	\$	13,683.00	\$	310.00	\$	7,750.00	\$	438.89	\$	10,972.25
IR 1A.37	Electric Control Valve - 1" dia.	16	EA	\$	560.00	\$	8,960.00	\$	-	\$	-	\$	452.93	\$	7,246.88	\$	265.00	\$	4,240.00	\$	274.00	\$	4,384.00
IR 1A.38	Flow Sensor - 2" dia.	1	EA	\$	920.00	\$	920.00	\$	-	\$	-	\$	536.57	\$	536.57	\$	890.00	\$	890.00	\$	1,062.00	\$	1,062.00
IR 1A.39	Flow Sensor - 1-1/2" dia.	0	EA	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 1A.40	Flow Sensor - 1" dia.	0	EA	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 1A.41	PVC Mainline w/ fittings and Thrust Blocking	1,315	LF	\$	9.25	\$	12,163.75	\$	-	\$	-	\$	7.76	\$	10,204.40	\$	19.25	\$	25,313.75	\$	6.20	\$	8,153.00
IR 1A.42	PVC Mainline w/ fittings	3,015	LF	\$	6.10	\$	18,391.50	\$	-	\$	-	\$	4.84	\$	14,592.60	\$	3.70	\$	11,155.50	\$	3.40	\$	10,251.00
IR 1A.43	PVC Mainline w/ fittings	220	LF	\$	5.55	\$	1,221.00	\$	-	\$	-	\$	3.89	\$	855.80	\$	3.00	\$	660.00	\$	2.57	\$	565.40
IR 1A.44	PVC Mainline w/ fittings	0	LF	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 1A.45	Non-potable Marking Tape	4,550	LF	\$	0.03	\$	136.50	\$	-	\$	-	\$	1.04	\$	4,732.00	\$	0.15	\$	682.50	\$	0.05	\$	227.50
IR 1A.46	PVC Lateral	55	LF	\$	5.80	\$	319.00	\$	-	\$	-	\$	4.35	\$	239.25	\$	3.70	\$	203.50	\$	3.91	\$	215.05
IR 1A.47	PVC Lateral	434	LF	\$	5.35	\$	2,321.90	\$	-	\$	-	\$	3.63	\$	1,575.42	\$	3.00	\$	1,302.00	\$	3.18	\$	1,380.12
IR 1A.48	PVC Lateral	561	LF	\$	4.95	\$	2,776.95	\$	-	\$	-	\$	2.90	\$	1,626.90	\$	2.60	\$	1,458.60	\$	2.70	\$	1,514.70
IR 1A.49	PVC Lateral	1,095	LF	\$	4.80	\$	5,256.00	\$	-	\$	-	\$	2.86	\$	3,131.70	\$	2.40	\$	2,628.00	\$	2.50	\$	2,737.50
IR 1A.50	PVC Lateral	17,795	LF	\$	4.05	\$	72,069.75	\$	-	\$	-	\$	2.54	\$	45,199.30	\$	2.25	\$	40,038.75	\$	2.24	\$	39,860.80
IR 1A.51	PVC Lateral	0	LF	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 1A.52	Sleeve	330	LF	\$	20.00	\$	6,600.00	\$	-	\$	-	\$	19.24	\$	6,349.20	\$	13.00	\$	4,290.00	\$	28.56	\$	9,424.80
IR 1A.53	Sleeve	120	LF	\$	17.00	\$	2,040.00	\$	-	\$	-	\$	7.66	\$	919.20	\$	10.00	\$	1,200.00	\$	13.73	\$	1,647.60
IR 1A.54	Sleeve	878	LF	\$	15.00	\$	13,170.00	\$	-	\$	-	\$	4.80	\$	4,214.40	\$	8.00	\$	7,024.00	\$	9.61	\$	8,437.58
IRRIGATION		1	LS	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
<b>Total</b>				<b>\$</b>		<b>\$</b>	<b>970,492.81</b>		<b>Total</b>	<b>\$</b>	<b>1,008,958.61</b>		<b>Total</b>	<b>\$</b>	<b>969,458.96</b>		<b>Total</b>	<b>\$</b>	<b>1,024,833.88</b>		<b>Total</b>	<b>\$</b>	<b>931,133.81</b>

**NRMD #3 Reunion Ridge Phase 1  
Landscaping  
BID TABULATION SUMMARY  
Phase 1B**

Item #	Description	Quantity	Unit	ACC Unit Price	Cost	Brightview Unit Price	Cost	CDI Unit Price	Cost	Designscapes Unit Price	Cost	EDI Unit Price	Cost
LS 1B.1	Fine Grading, Site Prep	117,395	SF	\$ 0.11	\$ 12,913.45	\$ 0.04	\$ 4,695.80	\$ 0.10	\$ 11,739.50	\$ 0.03	\$ 3,521.85	\$ 0.01	\$ 1,408.74
LS 1B.2	Soil Amendment	249	CY	\$ 65.00	\$ 16,178.50	\$ 35.00	\$ 8,711.50	\$ 43.35	\$ 10,789.82	\$ 50.00	\$ 12,445.00	\$ 57.42	\$ 14,291.84
LS 1B.3	Soil Amendment	203	CY	\$ 75.00	\$ 15,213.38	\$ 34.00	\$ 6,896.73	\$ 50.05	\$ 10,152.39	\$ 62.00	\$ 12,576.39	\$ 51.32	\$ 10,410.01
LS 1B.4	Soil Testing	3	EA	\$ 350.00	\$ 943.26	\$ 290.00	\$ 781.56	\$ 129.00	\$ 347.66	\$ 355.00	\$ 956.73	\$ 388.17	\$ 1,046.13
LS 1B.5	(AGB) Aesculus Galabra Ohio Buckeye	1	EA	\$ 615.00	\$ 615.00	\$ 550.00	\$ 550.00	\$ 647.50	\$ 647.50	\$ 580.00	\$ 580.00	\$ 567.00	\$ 567.00
LS 1B.6	(CSC) Catalpa Speciosa/Western Catalpa	5	EA	\$ 550.00	\$ 2,750.00	\$ 550.00	\$ 2,750.00	\$ 581.00	\$ 2,905.00	\$ 480.00	\$ 2,400.00	\$ 567.00	\$ 2,835.00
LS 1B.7	(COH) Celtis Occidentalis/Western Hackberry	9	EA	\$ 540.00	\$ 4,860.00	\$ 550.00	\$ 4,950.00	\$ 566.00	\$ 5,094.00	\$ 450.00	\$ 4,050.00	\$ 567.00	\$ 5,103.00
LS 1B.8	(GDE) Gleditsia Dicois Espresso/Seedless Kentucky Coffeetree	7	EA	\$ 580.00	\$ 4,060.00	\$ 550.00	\$ 3,850.00	\$ 603.00	\$ 4,221.00	\$ 505.00	\$ 3,535.00	\$ 567.00	\$ 3,969.00
LS 1B.9	(GTI) Gleditsia Tricanthos Inermis Imperial/Honeylocust	3	EA	\$ 575.00	\$ 1,725.00	\$ 550.00	\$ 1,650.00	\$ 581.00	\$ 1,743.00	\$ 450.00	\$ 1,350.00	\$ 567.00	\$ 1,701.00
LS 1B.10	Skyline Honeylocust	3	EA	\$ 530.00	\$ 1,590.00	\$ 550.00	\$ 1,650.00	\$ 581.00	\$ 1,743.00	\$ 450.00	\$ 1,350.00	\$ 567.00	\$ 1,701.00
LS 1B.11	(PAB) Platanus X Acerifolia Bloodgood/Bloodgood Planetree	2	EA	\$ 585.00	\$ 1,170.00	\$ 550.00	\$ 1,100.00	\$ 581.00	\$ 1,162.00	\$ 490.00	\$ 980.00	\$ 567.00	\$ 1,134.00
LS 1B.12	(QCO) Quercus Muhlenbergii/Crinkapine Oak	4	EA	\$ 560.00	\$ 2,240.00	\$ 550.00	\$ 2,200.00	\$ 581.00	\$ 2,324.00	\$ 490.00	\$ 1,960.00	\$ 567.00	\$ 2,268.00
LS 1B.13	(QSO) Quercus Shumardii/Shumard Oak	4	EA	\$ 555.00	\$ 2,220.00	\$ 550.00	\$ 2,200.00	\$ 581.00	\$ 2,324.00	\$ 490.00	\$ 1,960.00	\$ 567.00	\$ 2,268.00
LS 1B.14	(SJP) Sophora Japonica/Japanese Pagoda Tree	1	EA	\$ 620.00	\$ 620.00	\$ 550.00	\$ 550.00	\$ 566.00	\$ 566.00	\$ 515.00	\$ 515.00	\$ 567.00	\$ 567.00
LS 1B.15	(TAR) Triacanthos Americana Redmond/Redmond Linden	11	EA	\$ 555.00	\$ 6,105.00	\$ 550.00	\$ 6,050.00	\$ 581.00	\$ 6,391.00	\$ 490.00	\$ 5,390.00	\$ 567.00	\$ 6,237.00
LS 1B.16	(TCG) Tilia Cordata Greenspire/Greenspire Linden	2	EA	\$ 675.00	\$ 1,350.00	\$ 550.00	\$ 1,100.00	\$ 581.00	\$ 1,162.00	\$ 490.00	\$ 980.00	\$ 567.00	\$ 1,134.00
LS 1B.17	(UFE) Ulmus Frontier/Frontier Elm	4	EA	\$ 550.00	\$ 2,200.00	\$ 550.00	\$ 2,200.00	\$ 581.00	\$ 2,324.00	\$ 480.00	\$ 1,920.00	\$ 567.00	\$ 2,268.00
LS 1B.18	(UTE) Ulmus X Triumph/Triumph Elm	3	EA	\$ 560.00	\$ 1,680.00	\$ 550.00	\$ 1,650.00	\$ 581.00	\$ 1,743.00	\$ 490.00	\$ 1,440.00	\$ 567.00	\$ 1,701.00
LS 1B.19	(CCG) Crataegus Vridus Winter King/Winter King Hawthorne	4	EA	\$ 570.00	\$ 2,280.00	\$ 530.00	\$ 2,120.00	\$ 566.00	\$ 2,264.00	\$ 490.00	\$ 1,960.00	\$ 484.00	\$ 1,936.00
LS 1B.20	(MCC) Malus Coralburst/Coralburst Crabapple	1	EA	\$ 580.00	\$ 580.00	\$ 530.00	\$ 530.00	\$ 566.00	\$ 566.00	\$ 490.00	\$ 490.00	\$ 484.00	\$ 484.00
LS 1B.21	(MMI) Malus Indian Magic/Indian Magic Crabapple	3	EA	\$ 540.00	\$ 1,620.00	\$ 530.00	\$ 1,590.00	\$ 536.50	\$ 1,609.50	\$ 470.00	\$ 1,410.00	\$ 484.00	\$ 1,452.00
LS 1B.22	(MRC) Malus Radiant/Radiant Crabapple	2	EA	\$ 540.00	\$ 1,080.00	\$ 530.00	\$ 1,060.00	\$ 536.50	\$ 1,073.00	\$ 460.00	\$ 920.00	\$ 484.00	\$ 968.00
LS 1B.23	(NSS) Malus Spring Snow/Spring Snow Crabapple	2	EA	\$ 550.00	\$ 1,100.00	\$ 530.00	\$ 1,060.00	\$ 536.50	\$ 1,073.00	\$ 460.00	\$ 920.00	\$ 484.00	\$ 968.00
LS 1B.24	(MTC) Malus Thunderchild/Thunderchild Crabapple	2	EA	\$ 540.00	\$ 1,080.00	\$ 530.00	\$ 1,060.00	\$ 536.50	\$ 1,073.00	\$ 460.00	\$ 920.00	\$ 484.00	\$ 968.00
LS 1B.25	(QCS) Quercus Crimson Spire/Crimson Spire Oak	4	EA	\$ 540.00	\$ 2,160.00	\$ 530.00	\$ 2,120.00	\$ 581.00	\$ 2,324.00	\$ 480.00	\$ 1,920.00	\$ 484.00	\$ 1,936.00
LS 1B.26	(PMC) Prunus Maackii/Mur Chokecherry	2	EA	\$ 550.00	\$ 1,100.00	\$ 530.00	\$ 1,060.00	\$ 551.50	\$ 1,103.00	\$ 490.00	\$ 980.00	\$ 484.00	\$ 968.00
LS 1B.27	(AAS) Amelanchier Anifolia/Saskatoon Serviceberry	1	EA	\$ 615.00	\$ 615.00	\$ 480.00	\$ 480.00	\$ 523.00	\$ 523.00	\$ 380.00	\$ 380.00	\$ 372.00	\$ 372.00
LS 1B.28	(ACS) Amelanchier Candensis/Shadowland Serviceberry	2	EA	\$ 540.00	\$ 1,080.00	\$ 480.00	\$ 960.00	\$ 523.00	\$ 1,046.00	\$ 410.00	\$ 820.00	\$ 372.00	\$ 744.00
LS 1B.29	(ASM) Acer Saccharum Hot Wings/Hot Wings Serviceberry	4	EA	\$ 515.00	\$ 2,060.00	\$ 480.00	\$ 1,920.00	\$ 523.00	\$ 2,092.00	\$ 360.00	\$ 1,440.00	\$ 372.00	\$ 1,488.00
LS 1B.30	(MRR) Malus Royal Raindrop/Royal Raindrop Crabapple	2	EA	\$ 560.00	\$ 1,120.00	\$ 480.00	\$ 960.00	\$ 536.50	\$ 1,073.00	\$ 395.00	\$ 790.00	\$ 372.00	\$ 744.00
LS 1B.31	(PVS) Prunus Virginiana Shubert/Shubert Chokecherry	1	EA	\$ 555.00	\$ 555.00	\$ 480.00	\$ 480.00	\$ 522.00	\$ 522.00	\$ 345.00	\$ 345.00	\$ 372.00	\$ 372.00
LS 1B.32	(PE) Pinus Edulis/Pine Pine	1	EA	\$ 545.00	\$ 545.00	\$ 500.00	\$ 500.00	\$ 523.00	\$ 523.00	\$ 430.00	\$ 430.00	\$ 487.00	\$ 487.00
LS 1B.33	(PN) Pinus Nigra/Australian Pine	11	EA	\$ 510.00	\$ 5,610.00	\$ 500.00	\$ 5,500.00	\$ 523.00	\$ 5,753.00	\$ 465.00	\$ 5,115.00	\$ 487.00	\$ 5,357.00
LS 1B.34	(PP) Pinus Ponderosa/Ponderosa Pine	3	EA	\$ 510.00	\$ 1,530.00	\$ 500.00	\$ 1,500.00	\$ 523.00	\$ 1,569.00	\$ 430.00	\$ 1,290.00	\$ 487.00	\$ 1,461.00
LS 1B.35	(ACL) Amorpha Canescens/Leadplant	38	EA	\$ 55.00	\$ 2,090.00	\$ 44.00	\$ 1,672.00	\$ 49.80	\$ 1,892.40	\$ 38.00	\$ 1,444.00	\$ 51.26	\$ 1,947.88
LS 1B.36	(BTB) Berberis Thunbergii Burgundy Carouse/Burgundy Carouse Japanese	25	EA	\$ 55.00	\$ 1,375.00	\$ 44.00	\$ 1,100.00	\$ 50.95	\$ 1,273.75	\$ 36.00	\$ 900.00	\$ 51.26	\$ 1,281.50
LS 1B.37	(CAT) Cotoneaster Adpressus Tom Thumb/Tom Thumb Cotoneaster	17	EA	\$ 55.00	\$ 935.00	\$ 44.00	\$ 748.00	\$ 49.80	\$ 846.60	\$ 46.00	\$ 782.00	\$ 51.26	\$ 871.42
LS 1B.38	(CCB) Caryopteris X Chandonensis Blue Mist/Blue Mist Spirea	47	EA	\$ 40.00	\$ 1,880.00	\$ 44.00	\$ 2,068.00	\$ 32.25	\$ 1,515.75	\$ 32.00	\$ 1,504.00	\$ 51.26	\$ 2,403.22
LS 1B.39	(CNA) Chrysothamnus Nauseosus Albicaulis Tall Blue Rabbitbrush	3	EA	\$ 70.00	\$ 210.00	\$ 44.00	\$ 132.00	\$ 39.10	\$ 117.30	\$ 36.00	\$ 108.00	\$ 51.26	\$ 153.78
LS 1B.40	(EAC) Euonymus Alatus Compactus/Dwarf Burning Bush	22	EA	\$ 52.00	\$ 1,144.00	\$ 44.00	\$ 968.00	\$ 46.50	\$ 1,023.00	\$ 36.00	\$ 792.00	\$ 51.26	\$ 1,127.72
LS 1B.41	(PAR) Perovskia Atroplicifolia/Russian Sage	8	EA	\$ 42.00	\$ 336.00	\$ 44.00	\$ 352.00	\$ 35.10	\$ 280.80	\$ 32.00	\$ 256.00	\$ 51.26	\$ 410.08
LS 1B.42	(PCP) Prunus X Cistena/Purple Leaf Plum	22	EA	\$ 44.00	\$ 968.00	\$ 44.00	\$ 968.00	\$ 39.10	\$ 860.20	\$ 34.00	\$ 748.00	\$ 51.26	\$ 1,127.72
LS 1B.43	(PRM) Potentilla Fruticosa Mckay's White/Mckay's White Potentilla	12	EA	\$ 40.00	\$ 480.00	\$ 44.00	\$ 528.00	\$ 32.25	\$ 387.00	\$ 32.00	\$ 384.00	\$ 51.26	\$ 615.12
LS 1B.44	(POL) Physocarpus Opulifolius Little Devil/Little Devil Ninebark	7	EA	\$ 45.00	\$ 315.00	\$ 44.00	\$ 308.00	\$ 39.80	\$ 278.60	\$ 36.00	\$ 252.00	\$ 51.26	\$ 358.82
LS 1B.45	(RAG) Rhus Aromatica Gro-Low/Gro Low Sumac	14	EA	\$ 45.00	\$ 630.00	\$ 44.00	\$ 616.00	\$ 45.30	\$ 634.20	\$ 36.00	\$ 504.00	\$ 51.26	\$ 717.64
LS 1B.46	(RMM) Rosa X Meidland Magic/Magic Meidland Rose	10	EA	\$ 50.00	\$ 500.00	\$ 44.00	\$ 440.00	\$ 45.30	\$ 453.00	\$ 35.00	\$ 350.00	\$ 51.26	\$ 512.60
LS 1B.47	(RKD) Rosa Double Knockout/Double Knock Out Rose	11	EA	\$ 50.00	\$ 550.00	\$ 44.00	\$ 484.00	\$ 46.05	\$ 506.55	\$ 35.00	\$ 385.00	\$ 51.26	\$ 563.86
LS 1B.48	(RYK) Rosa Knock Out Sunny/Sunny Knock Out Rose	10	EA	\$ 50.00	\$ 500.00	\$ 44.00	\$ 440.00	\$ 46.05	\$ 460.50	\$ 35.00	\$ 350.00	\$ 51.26	\$ 512.60
LS 1B.49	(RTT) Rhus Trilobata/Three Leaf Sumac	7	EA	\$ 48.00	\$ 336.00	\$ 44.00	\$ 308.00	\$ 42.10	\$ 294.70	\$ 32.00	\$ 224.00	\$ 51.26	\$ 358.82
LS 1B.50	(JCA) Juniperus Chinensis Armstrong/Armstrong Juniper	30	EA	\$ 51.00	\$ 1,530.00	\$ 52.00	\$ 1,560.00	\$ 47.00	\$ 1,410.00	\$ 38.00	\$ 1,140.00	\$ 63.05	\$ 1,891.50
LS 1B.51	(AAG) Andropogon Gerardi/Big Bluestem Grass	31	EA	\$ 15.00	\$ 465.00	\$ 18.00	\$ 558.00	\$ 19.05	\$ 590.55	\$ 12.00	\$ 372.00	\$ 22.68	\$ 703.08
LS 1B.52	(CAR) Calamagrostis Acutiflora Karl Foerster/Feather Reed Grass	36	EA	\$ 15.00	\$ 540.00	\$ 18.00	\$ 648.00	\$ 17.55	\$ 631.80	\$ 12.00	\$ 432.00	\$ 22.68	\$ 816.48
LS 1B.53	(PAH) Pennisetum Alopecuroides Hameln/Dwarf Fountain Grass	185	EA	\$ 15.00	\$ 2,775.00	\$ 18.00	\$ 3,330.00	\$ 18.85	\$ 3,477.25	\$ 12.00	\$ 2,220.00	\$ 22.68	\$ 4,195.80
LS 1B.54	(ARS) Agastache Rupestris/Sunset Hyssop	41	EA	\$ 15.00	\$ 615.00	\$ 8.25	\$ 338.25	\$ 18.00	\$ 738.00	\$ 12.00	\$ 492.00	\$ 21.93	\$ 899.13
LS 1B.55	(CRR) Centranthus Ruber/Red Valerian	60	EA	\$ 15.00	\$ 900.00	\$ 8.25	\$ 495.00	\$ 15.80	\$ 948.00	\$ 12.00	\$ 720.00	\$ 21.93	\$ 1,315.80
LS 1B.56	(GLW) Gaura Lindheimeri/Whirling Butterflies	66	EA	\$ 15.00	\$ 990.00	\$ 8.25	\$ 544.50	\$ 15.80	\$ 1,042.80	\$ 12.00	\$ 792.00	\$ 21.93	\$ 1,447.38
LS 1B.57	(HSO) Hemerocallis Stella De Oro/Dwarf Gold Daylily	56	EA	\$ 15.00	\$ 840.00	\$ 8.25	\$ 462.00	\$ 18.00	\$ 1,008.00	\$ 12.00	\$ 720.00	\$ 21.93	\$ 1,228.08
LS 1B.58	(LSB) Leucanthemum X Superum Becky Shasta Daisy	61	EA	\$ 14.00	\$ 854.00	\$ 8.25	\$ 503.25	\$ 15.80	\$ 963.80	\$ 12.00	\$ 732.00	\$ 21.93	\$ 1,337.73
LS 1B.59	(RFD) Rudbeckia Fulgida Goldstrum/Black-Eyed Susan	14	EA	\$ 14.00	\$ 196.00	\$ 8.25	\$ 115.50	\$ 15.80	\$ 221.20	\$ 12.00	\$ 168.00	\$ 21.93	\$ 307.02
LS 1B.60	(PAJ) Persicaria affinis/Himalayan Border Jewel	54	EA	\$ 14.00	\$ 756.00	\$ 8.25	\$ 445.50	\$ 15.80	\$ 853.20	\$ 12.00	\$ 648.00	\$ 21.93	\$ 1,184.22
LS 1B.61	(ZGO) Zauschneria Garrett Orange Carpet/Creeeping Hummingbird Trumpet	36	EA	\$ 14.00	\$ 504.00	\$ 8.25	\$ 297.00	\$ 19.05	\$ 685.80	\$ 12.00	\$ 432.00	\$ 21.93	\$ 789.48
LS 1B.62	Sod	28,880	SF	\$ 0.50	\$ 14,440.00	\$ 0.59	\$ 17,039.20	\$ 0.61	\$ 17,616.80	\$ 0.65	\$ 18,772.00	\$ 0.38	\$ 10,974.40
LS 1B.63	Native Seed	57,815	SF	\$ 0.10	\$ 5,781.50	\$ 0.08	\$ 4,625.20	\$ 0.06	\$ 3,468.90	\$ 0.07	\$ 4,047.05	\$ 0.13	\$ 7,515.95
LS 1B.64	Low Grow Native Seed	9,800	SF	\$ 0.10	\$ 980.00	\$ 0.07	\$ 686.00	\$ 0.22	\$ 2,156.00	\$ 0.07	\$ 686.00	\$ 0.11	\$ 1,078.00
LS 1B.65	Rock Mulch	20,900	SF	\$ 1.15	\$ 24,035.00	\$ 0.91	\$ 19,019.00	\$ 1.60	\$ 33,440.00	\$ 1.25	\$ 26,125.00	\$ 1.29	\$ 26,961.00
LS 1B.66	Shredded Cedar Mulch	1,075	SF	\$ 1.05	\$ 1,128.75	\$ 1.35	\$ 1,451.25	\$ 0.93	\$ 999.75	\$ 0.80	\$ 860.00	\$ 1.14	\$ 1,225.50
LS 1B.67	Steel Edging	2,270	LF	\$ 7.50	\$ 17,025.00	\$ 5.25	\$ 11,917.50	\$ 5.50	\$ 12,485.00	\$ 4.60	\$ 10,442.00	\$ 5.20	\$ 11,804.00
LS 1B.68	Weed Barrier Fabric	20,900	SF	\$ 0.20	\$ 4,180.00	\$ 0.25	\$ 5,225.00	\$ 0.30	\$ 6,270.00	\$ 0.15	\$ 3,135.00	\$ 0.20	\$ 4,180.00
LS 1B.70	General Requirements	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 9,250.00	\$ 9,250.00	\$ -	\$ -	\$ 18,502.49	\$ 18,502.49	\$ 4,000.00	\$ 4,000.00
LS 1B.71	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 9,250.00	\$ 9,250.00	\$ -	\$ -	\$ 21,044.16	\$ 21,044.16	\$ 1,800.00	\$ 1,800.00
LS 1B.72	Maintenance	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 22,100.00	\$ 22,100.00	\$ -	\$ -	\$ 16,700.00	\$ 16,700.00	\$ 10,400.00	\$ 10,400.00
IR 1B.1	Irrigation Controller	1											

**NRMD #3 Reunion Ridge Phase 1  
Landscaping  
BID TABULATION SUMMARY  
Phase 1B**

IR 18.6	Two-Wire Decoder	53	EA	\$	130.00	\$	6,890.00			\$	143.00	\$	7,579.00	\$	140.00	\$	7,420.00	\$	155.54	\$	8,243.62
IR 18.7	Two-Wire Cable	6,538	LF	\$	0.55	\$	3,595.90			\$	1.18	\$	7,714.84	\$	0.75	\$	4,903.50	\$	0.84	\$	5,491.92
IR 18.8	Controller Power	250	LF	\$	42.00	\$	10,500.00			\$	18.15	\$	4,537.50	\$	13.25	\$	3,312.50	\$	38.23	\$	9,557.50
IR 18.9	Booster Pump Power	250	LF	\$	42.00	\$	10,500.00			\$	15.45	\$	3,862.50	\$	13.25	\$	3,312.50	\$	50.00	\$	12,500.00
IR 18.10	Water Conditioner	1	EA	\$	3,850.00	\$	3,850.00			\$	1,958.00	\$	1,958.00	\$	3,675.00	\$	3,675.00	\$	3,158.00	\$	3,158.00
IR 18.11	Backflow Preventer - 2" dia.	0	EA	\$	-	\$	-			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 18.12	Copper Piping - 2" dia.	0	LF	\$	-	\$	-			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 18.13	Backflow Preventer - 1-1/2" dia.	1	EA	\$	3,135.00	\$	3,135.00			\$	4,850.00	\$	4,850.00	\$	8,000.00	\$	8,000.00	\$	4,521.00	\$	4,521.00
IR 18.14	Copper Piping - 1-1/2" dia.	20	LF	\$	17.50	\$	350.00			\$	1,228.00	\$	24,560.00	\$	38.00	\$	760.00	\$	23.97	\$	479.40
IR 18.15	Backflow Preventer - 1" dia.	0	EA	\$	-	\$	-			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 18.16	Copper Piping - 1" dia.	0	LF	\$	-	\$	-			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 18.17	6" Pop-up Spray Head	641	EA	\$	23.50	\$	15,063.50			\$	46.55	\$	29,838.55	\$	30.00	\$	19,230.00	\$	43.75	\$	28,043.75
IR 18.18	6" Rotor Head	23	EA	\$	53.00	\$	1,219.00			\$	55.35	\$	1,273.05	\$	41.00	\$	943.00	\$	49.76	\$	1,144.48
IR 18.19	12" Hi-pop Spray Head	136	EA	\$	26.00	\$	3,536.00			\$	49.75	\$	6,766.00	\$	33.00	\$	4,488.00	\$	41.69	\$	5,669.84
IR 18.20	12" Hi-pop Rotor Head	82	EA	\$	65.00	\$	5,330.00			\$	69.90	\$	5,731.80	\$	55.00	\$	4,510.00	\$	67.72	\$	5,553.04
IR 18.21	1" Drip Valve Assembly	11	EA	\$	365.00	\$	4,015.00			\$	415.00	\$	4,565.00	\$	329.00	\$	3,619.00	\$	464.35	\$	5,107.85
IR 18.22	Drip Line Blow-Out Stub	21	EA	\$	75.00	\$	1,575.00			\$	85.25	\$	1,790.25	\$	110.00	\$	2,310.00	\$	135.88	\$	2,853.48
IR 18.23	Drip - supply tubing	2,145	LF	\$	4.20	\$	9,009.00			\$	2.00	\$	4,290.00	\$	2.30	\$	4,933.50	\$	3.70	\$	7,936.50
IR 18.24	Drip Emitter Tubing w/ fittings	4,620	LF	\$	1.70	\$	7,854.00			\$	5.47	\$	25,271.40	\$	2.45	\$	11,319.00	\$	1.40	\$	6,468.00
IR 18.25	Master Valve - 2" dia.	0	EA	\$	-	\$	-			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 18.26	Master Valve - 1-1/2" dia.	1	EA	\$	335.00	\$	335.00			\$	462.00	\$	462.00	\$	315.00	\$	315.00	\$	491.00	\$	491.00
IR 18.27	Master Valve - 1" dia.	0	EA	\$	-	\$	-			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 18.28	Gate Valve - 3" dia.	0	EA	\$	-	\$	-			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 18.29	Gate Valve - 2-1/2" dia.	4	EA	\$	385.00	\$	1,540.00			\$	180.00	\$	720.00	\$	205.00	\$	820.00	\$	205.18	\$	820.72
IR 18.30	Gate Valve - 2" dia.	3	EA	\$	215.00	\$	645.00			\$	129.50	\$	388.50	\$	125.00	\$	375.00	\$	171.86	\$	515.58
IR 18.31	Gate Valve - 1-1/2" dia.	0	EA	\$	-	\$	-			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 18.32	Manual Drain Valve	5	EA	\$	130.00	\$	650.00			\$	291.50	\$	1,457.50	\$	270.00	\$	1,350.00	\$	618.16	\$	3,090.80
IR 18.33	Quick Coupling Valve	15	EA	\$	195.00	\$	2,925.00			\$	295.50	\$	4,432.50	\$	215.00	\$	3,225.00	\$	253.58	\$	3,803.70
IR 18.34	Electric Control Valve - 2" dia.	0	EA	\$	-	\$	-			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 18.35	Electric Control Valve - 1-1/2" dia.	27	EA	\$	370.00	\$	9,990.00			\$	544.00	\$	14,688.00	\$	310.00	\$	8,370.00	\$	438.89	\$	11,850.03
IR 18.36	Electric Control Valve - 1" dia.	14	EA	\$	355.00	\$	4,970.00			\$	449.50	\$	6,293.00	\$	265.00	\$	3,710.00	\$	274.00	\$	3,836.00
IR 18.37	Flow Sensor - 2" dia.	0	EA	\$	-	\$	-			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 18.38	Flow Sensor - 1-1/2" dia.	1	EA	\$	665.00	\$	665.00			\$	517.50	\$	517.50	\$	820.00	\$	820.00	\$	962.61	\$	962.61
IR 18.39	Flow Sensor - 1" dia.	0	EA	\$	-	\$	-			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 18.40	PVC Mainline w/ fittings and Thrust Blocking	0	LF	\$	-	\$	-			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 18.41	PVC Mainline w/ fittings	1,866	LF	\$	6.10	\$	11,382.60			\$	4.17	\$	7,781.22	\$	3.70	\$	6,904.20	\$	3.40	\$	6,344.40
IR 18.42	PVC Mainline w/ fittings	1,106	LF	\$	5.55	\$	6,138.30			\$	3.85	\$	4,258.10	\$	3.00	\$	3,318.00	\$	2.57	\$	2,842.42
IR 18.43	PVC Mainline w/ fittings	0	LF	\$	-	\$	-			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 18.44	Non-potable Marking Tape	2,972	LF	\$	0.03	\$	89.16			\$	1.04	\$	3,090.88	\$	0.15	\$	445.80	\$	0.05	\$	148.60
IR 18.45	PVC Lateral	0	LF	\$	-	\$	-			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 18.46	PVC Lateral	130	LF	\$	5.35	\$	695.50			\$	3.04	\$	395.20	\$	3.00	\$	390.00	\$	3.18	\$	413.40
IR 18.47	PVC Lateral	360	LF	\$	4.95	\$	1,782.00			\$	2.55	\$	918.00	\$	2.60	\$	936.00	\$	2.70	\$	972.00
IR 18.48	PVC Lateral	333	LF	\$	4.80	\$	1,598.40			\$	2.53	\$	842.49	\$	2.40	\$	799.20	\$	2.50	\$	832.50
IR 18.49	PVC Lateral	10,160	LF	\$	4.05	\$	41,148.00			\$	2.33	\$	23,672.80	\$	2.25	\$	22,860.00	\$	2.24	\$	22,758.40
IR 18.50	PVC Lateral	0	LF	\$	-	\$	-			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
IR 18.51	Sleeve	280	LF	\$	20.00	\$	5,600.00			\$	20.35	\$	5,698.00	\$	12.00	\$	3,360.00	\$	28.56	\$	7,996.80
IR 18.52	Sleeve	195	LF	\$	17.00	\$	3,315.00			\$	18.20	\$	3,540.00	\$	8.75	\$	1,706.25	\$	13.73	\$	2,677.35
IR 18.53	Sleeve	550	LF	\$	15.00	\$	8,250.00			\$	8.25	\$	4,537.50	\$	6.50	\$	3,575.00	\$	9.61	\$	5,285.50
IR 18.53	Irrigation	1	LS					\$	158,750.00	\$		158,750.00									
					<b>Total \$</b>	<b>506,859.19</b>		<b>Total \$</b>	<b>356,177.74</b>		<b>Total \$</b>	<b>421,447.64</b>		<b>Total \$</b>	<b>370,577.12</b>		<b>Total \$</b>	<b>384,517.84</b>			

**NRMD #3 Reunion Ridge Phase 1  
Landscaping  
BID TABULATION SUMMARY  
Phase 1C**

Item #	Description	Quantity	Unit	ACC Unit Price	Cost	Brightview Unit Price	Cost	CDI Unit Price	Cost	Designscapes Unit Price	Cost	EDI Unit Price	Cost
1C LS.1	Fine Grading, Site Prep	48,360	SF	\$ 0.11	\$ 5,319.60	\$ 0.04	\$ 1,934.40	\$ 0.10	\$ 4,836.00	\$ 0.05	\$ 2,418.00	\$ 0.01	\$ 580.32
1C LS.2	Soil Amendment	124	CY	\$ 65.00	\$ 8,053.50	\$ 35.00	\$ 4,336.50	\$ 41.10	\$ 5,092.29	\$ 50.00	\$ 6,195.00	\$ 57.42	\$ 7,114.34
1C LS.3	Soil Amendment	35	CY	\$ 75.00	\$ 2,643.75	\$ 34.00	\$ 1,198.50	\$ 42.35	\$ 1,492.84	\$ 62.00	\$ 2,185.50	\$ 51.32	\$ 1,809.03
1C LS.4	Soil Testing	1	EA	\$ 350.00	\$ 388.97	\$ 290.00	\$ 321.96	\$ 128.00	\$ 142.10	\$ 354.00	\$ 393.01	\$ 388.17	\$ 430.94
1C LS.5	(PAB) Platanus X Acerifolia Bloodgood Bloodgood Planetree	3	EA	\$ 575.00	\$ 1,725.00	\$ 550.00	\$ 1,650.00	\$ 592.00	\$ 1,776.00	\$ 490.00	\$ 1,470.00	\$ 567.00	\$ 1,701.00
1C LS.6	(TCG) Tilia Cordata Greenspire Greenspire Linden	2	EA	\$ 675.00	\$ 1,350.00	\$ 550.00	\$ 1,100.00	\$ 592.00	\$ 1,184.00	\$ 490.00	\$ 980.00	\$ 567.00	\$ 1,134.00
1C LS.7	(MCC) Malus Coralburst Coralburst Crabapple	3	EA	\$ 550.00	\$ 1,650.00	\$ 530.00	\$ 1,590.00	\$ 577.00	\$ 1,731.00	\$ 490.00	\$ 1,470.00	\$ 484.00	\$ 1,452.00
1C LS.8	(MTC) Malus Thunderchild Thunderchild Crabapple	4	EA	\$ 540.00	\$ 2,160.00	\$ 530.00	\$ 2,120.00	\$ 547.50	\$ 2,190.00	\$ 480.00	\$ 1,920.00	\$ 484.00	\$ 1,936.00
1C LS.9	(PCA) Pyrus Calleryana Autumn Blaze Autumn Blaze Maple	3	EA	\$ 550.00	\$ 1,650.00	\$ 530.00	\$ 1,590.00	\$ 536.00	\$ 1,608.00	\$ 480.00	\$ 1,440.00	\$ 484.00	\$ 1,452.00
1C LS.10	(ASM) Acer Saccharum Hot Wings Hot Wings Serviceberry	3	EA	\$ 525.00	\$ 1,575.00	\$ 480.00	\$ 1,440.00	\$ 534.50	\$ 1,603.50	\$ 360.00	\$ 1,080.00	\$ 372.00	\$ 1,116.00
1C LS.11	(PGD) Picea Glauca densata Black Hills Spruce	7	EA	\$ 525.00	\$ 3,675.00	\$ 500.00	\$ 3,500.00	\$ 564.00	\$ 3,948.00	\$ 470.00	\$ 3,290.00	\$ 487.00	\$ 3,409.00
1C LS.12	(PPE) Picea Pungens Baby Blue Eyes Baby Blue Eyes Spruce	3	EA	\$ 630.00	\$ 1,890.00	\$ 500.00	\$ 1,500.00	\$ 676.50	\$ 2,029.50	\$ 510.00	\$ 1,530.00	\$ 487.00	\$ 1,461.00
1C LS.13	(PN) Pinus Nigra Austrian Pine	4	EA	\$ 595.00	\$ 2,380.00	\$ 500.00	\$ 2,000.00	\$ 549.50	\$ 2,198.00	\$ 465.00	\$ 1,860.00	\$ 487.00	\$ 1,948.00
1C LS.14	(ACL) Amorpha Canescens Leadplant	6	EA	\$ 55.00	\$ 330.00	\$ 44.00	\$ 264.00	\$ 50.60	\$ 303.60	\$ 38.00	\$ 228.00	\$ 51.26	\$ 307.56
1C LS.15	(CCB) Caryopteris x Clandonensis 'Blue Mist' Blue Mist Spirea	41	EA	\$ 40.00	\$ 1,640.00	\$ 44.00	\$ 1,804.00	\$ 33.20	\$ 1,361.20	\$ 32.00	\$ 1,312.00	\$ 51.26	\$ 2,101.66
1C LS.16	(EAC) Euonymus Alatus Compactus Dwarf Burning Bush	4	EA	\$ 52.00	\$ 208.00	\$ 44.00	\$ 176.00	\$ 47.30	\$ 189.20	\$ 36.00	\$ 144.00	\$ 51.26	\$ 205.04
1C LS.17	(PAR) Perovskia Atriplicifolia Russian Sage	5	EA	\$ 42.00	\$ 210.00	\$ 44.00	\$ 220.00	\$ 35.95	\$ 179.75	\$ 32.00	\$ 160.00	\$ 51.26	\$ 256.30
1C LS.18	(PCP) Prunus X Cistena Purple Leaf Plum	15	EA	\$ 45.00	\$ 675.00	\$ 44.00	\$ 660.00	\$ 39.95	\$ 599.25	\$ 34.00	\$ 510.00	\$ 51.26	\$ 768.90
1C LS.19	(PFG) Potentilla Fruticosa Gold Drop Gold Drop Potentilla	22	EA	\$ 40.00	\$ 880.00	\$ 44.00	\$ 968.00	\$ 33.20	\$ 730.40	\$ 32.00	\$ 704.00	\$ 51.26	\$ 1,127.72
1C LS.20	(RKD) Rosa Knock Out Double Double Knock Out Shrub Rose	9	EA	\$ 50.00	\$ 450.00	\$ 44.00	\$ 396.00	\$ 46.10	\$ 414.90	\$ 35.00	\$ 315.00	\$ 51.26	\$ 461.34
1C LS.21	(RKY) Rosa Knock Out Sunny Sunny Knock Out Rose	6	EA	\$ 55.00	\$ 330.00	\$ 44.00	\$ 264.00	\$ 46.10	\$ 276.60	\$ 35.00	\$ 210.00	\$ 51.26	\$ 307.56
1C LS.22	(RMP) Rosa X Meidland Pink Single Pink Shrub Rose	7	EA	\$ 56.00	\$ 392.00	\$ 44.00	\$ 308.00	\$ 46.10	\$ 322.70	\$ 35.00	\$ 245.00	\$ 51.26	\$ 358.82
1C LS.23	(RNW) Rosa 'Nearly Wild' Nearly Wild Shrub Rose	30	EA	\$ 50.00	\$ 1,500.00	\$ 44.00	\$ 1,320.00	\$ 46.10	\$ 1,383.00	\$ 35.00	\$ 1,050.00	\$ 51.26	\$ 1,537.80
1C LS.24	(RTT) Rhus Trilobata Three Leaf Sumac	19	EA	\$ 40.00	\$ 760.00	\$ 44.00	\$ 836.00	\$ 46.10	\$ 875.90	\$ 33.00	\$ 627.00	\$ 51.26	\$ 973.94
1C LS.25	(JCA) Juniperus Chinensis Armstrongii Armstrong Juniper	16	EA	\$ 52.00	\$ 832.00	\$ 52.00	\$ 832.00	\$ 47.75	\$ 764.00	\$ 38.00	\$ 608.00	\$ 63.05	\$ 1,008.80
1C LS.26	(BGB) Bouteloua Gracilis Blue Grama Grass	50	EA	\$ 16.00	\$ 800.00	\$ 18.00	\$ 900.00	\$ 19.70	\$ 985.00	\$ 12.00	\$ 600.00	\$ 22.68	\$ 1,134.00
1C LS.27	(PAH) Pennisetum Alopecuroides 'Hamelin' Dwarf Fountain Grass	154	EA	\$ 15.00	\$ 2,310.00	\$ 18.00	\$ 2,772.00	\$ 18.65	\$ 2,872.10	\$ 12.00	\$ 1,848.00	\$ 22.68	\$ 3,492.72
1C LS.28	(SSB) Schizachyrium Scoparium 'Blaze' Little Bluestem Grass	50	EA	\$ 15.00	\$ 750.00	\$ 18.00	\$ 900.00	\$ 19.70	\$ 985.00	\$ 12.00	\$ 600.00	\$ 22.68	\$ 1,134.00
1C LS.29	(ACD) Agastache Cana Double Bubblemint	9	EA	\$ 15.00	\$ 135.00	\$ 8.25	\$ 74.25	\$ 18.65	\$ 167.85	\$ 12.00	\$ 108.00	\$ 21.93	\$ 197.37
1C LS.30	(AMT) Achillea Millefolium 'Terra Cotta' Terra Cotta Yarrow	19	EA	\$ 16.00	\$ 304.00	\$ 8.25	\$ 156.75	\$ 16.45	\$ 312.55	\$ 12.00	\$ 228.00	\$ 21.93	\$ 416.67
1C LS.31	(AMY) Achillea 'Moonshine' Moonshine Yarrow	28	EA	\$ 15.00	\$ 420.00	\$ 8.25	\$ 231.00	\$ 17.80	\$ 498.40	\$ 12.00	\$ 336.00	\$ 21.93	\$ 614.04
1C LS.32	(ARS) Agastache Rupestris Sunset Hyssop	19	EA	\$ 16.00	\$ 304.00	\$ 8.25	\$ 156.75	\$ 18.65	\$ 354.35	\$ 12.00	\$ 228.00	\$ 21.93	\$ 416.67
1C LS.33	(CDG) Campanula 'Dickson's Gold' Dickson's Gold Bellflower	20	EA	\$ 15.00	\$ 300.00	\$ 8.25	\$ 165.00	\$ 17.80	\$ 356.00	\$ 12.00	\$ 240.00	\$ 21.93	\$ 438.60
1C LS.34	(CRR) Centranthus Ruber Red Valerian	37	EA	\$ 15.00	\$ 555.00	\$ 8.25	\$ 305.25	\$ 17.80	\$ 658.60	\$ 12.00	\$ 444.00	\$ 21.93	\$ 811.41
1C LS.35	(CVM) Coreopsis Verticillata 'Moonbeam' Moonbeam Coreopsis	9	EA	\$ 16.00	\$ 144.00	\$ 8.25	\$ 74.25	\$ 17.80	\$ 160.20	\$ 12.00	\$ 108.00	\$ 21.93	\$ 197.37
1C LS.36	(EPP) Echinacea Purpurea Purple Coneflower	10	EA	\$ 15.00	\$ 150.00	\$ 8.25	\$ 82.50	\$ 16.45	\$ 164.50	\$ 12.00	\$ 120.00	\$ 21.93	\$ 219.30
1C LS.37	(GLW) Geura Lindheimeri Whirling Butterflies	19	EA	\$ 15.00	\$ 285.00	\$ 8.25	\$ 156.75	\$ 17.80	\$ 338.20	\$ 12.00	\$ 228.00	\$ 21.93	\$ 416.67
1C LS.38	(HAR) Hemerocallis 'Autumn Red' Red Daylily	10	EA	\$ 16.00	\$ 160.00	\$ 8.25	\$ 82.50	\$ 19.70	\$ 197.00	\$ 12.00	\$ 120.00	\$ 21.93	\$ 219.30
1C LS.39	(HSD) Hemerocallis 'Stella De Oro' Dwarf Gold Daylily	32	EA	\$ 15.00	\$ 480.00	\$ 8.25	\$ 264.00	\$ 18.65	\$ 596.80	\$ 12.00	\$ 384.00	\$ 21.93	\$ 701.76
1C LS.40	(LSB) Leucanthemum X Superbum 'Becky' Shasta Daisy	15	EA	\$ 14.00	\$ 210.00	\$ 8.25	\$ 123.75	\$ 16.45	\$ 246.75	\$ 12.00	\$ 180.00	\$ 21.93	\$ 328.95
1C LS.41	(RFG) Rudbeckia Fulgida 'Goldstrum' Black-Eyed Susan	17	EA	\$ 14.00	\$ 238.00	\$ 8.25	\$ 140.25	\$ 16.45	\$ 279.65	\$ 12.00	\$ 204.00	\$ 21.93	\$ 372.81

**NRMD #3 Reunion Ridge Phase 1  
Landscaping  
BID TABULATION SUMMARY  
Phase 1C**

1C LS.42	(SNM) Salvia Numerosa 'May Night'	33	EA	\$	14.00	\$	462.00	\$	8.25	\$	272.25	\$	16.45	\$	542.85	\$	12.00	\$	396.00	\$	21.93	\$	723.69
1C LS.43	(PAJ) Persicaria affinis Himalayan Border Jewel	38	EA	\$	20.00	\$	760.00	\$	8.25	\$	313.50	\$	16.45	\$	625.10	\$	12.00	\$	456.00	\$	21.93	\$	833.34
1C LS.44	(ZGO) Zauschneria Garretti Orange Carpet Creeping Hummingbird Trumpet	8	EA	\$	17.00	\$	136.00	\$	8.25	\$	66.00	\$	19.70	\$	157.60	\$	12.00	\$	96.00	\$	21.93	\$	175.44
1C LS.45	Sod	13,890	SF	\$	0.50	\$	6,945.00	\$	0.59	\$	8,195.10	\$	0.61	\$	8,472.90	\$	0.65	\$	9,028.50	\$	0.38	\$	5,278.20
1C LS.46	Native Seed	11,750	SF	\$	0.10	\$	1,175.00	\$	0.09	\$	1,057.50	\$	0.08	\$	940.00	\$	0.07	\$	822.50	\$	0.13	\$	1,527.50
1C LS.47	Rock Mulch	220	SF	\$	2.35	\$	517.00	\$	2.75	\$	605.00	\$	2.91	\$	640.20	\$	1.50	\$	330.00	\$	2.14	\$	470.80
1C LS.48	Rock Mulch	10,890	SF	\$	1.15	\$	12,523.50	\$	0.91	\$	9,909.50	\$	1.65	\$	17,968.50	\$	1.25	\$	13,612.50	\$	1.29	\$	14,048.10
1C LS.49	Shredded Cedar Mulch	290	SF	\$	1.05	\$	304.50	\$	1.35	\$	391.50	\$	0.96	\$	273.40	\$	0.80	\$	232.00	\$	1.14	\$	330.60
1C LS.50	Steel Edging	1,500	LF	\$	7.50	\$	11,250.00	\$	5.25	\$	7,875.00	\$	5.70	\$	8,550.00	\$	4.60	\$	6,900.00	\$	5.20	\$	7,800.00
1C LS.51	Weed Barrier Fabric	10,890	SF	\$	0.20	\$	2,178.00	\$	0.25	\$	2,722.50	\$	0.32	\$	3,484.80	\$	0.15	\$	1,633.50	\$	0.20	\$	2,178.00
1C LS.52	Fibor	2,025	SF	\$	3.50	\$	7,087.50	\$	4.50	\$	9,112.50	\$	4.27	\$	8,646.75	\$	5.15	\$	10,428.75	\$	4.60	\$	9,319.94
1C LS.53	Concrete Walk	5,575	SF	\$	11.00	\$	61,325.00	\$	9.25	\$	51,588.75	\$	5.91	\$	32,948.25	\$	7.50	\$	41,812.50	not in bid			
1C LS.54	Concrete Walk (Special)	665	SF	\$	22.00	\$	14,630.00	\$	9.25	\$	6,151.25	\$	13.00	\$	8,645.00	\$	8.00	\$	5,320.00	not in bid			
1C LS.55	Crusher Fines	3,345	SF	\$	2.50	\$	8,362.50	\$	1.30	\$	4,348.50	\$	1.31	\$	4,381.95	\$	1.75	\$	5,853.75	\$	6.16	\$	20,605.20
1C LS.56	Backless Bench	2	EA	\$	1,675.00	\$	3,350.00	\$	1,700.00	\$	3,400.00	\$	3,065.00	\$	6,130.00	\$	1,515.00	\$	3,030.00	\$	2,612.00	\$	5,224.00
1C LS.57	Bbq Grill	1	EA	\$	1,000.00	\$	1,000.00	\$	960.00	\$	960.00	\$	712.50	\$	712.50	\$	1,000.00	\$	1,000.00	\$	932.00	\$	932.00
1C LS.58	Picnic Table 1	2	EA	\$	4,195.00	\$	8,390.00	\$	4,900.00	\$	9,800.00	\$	5,133.00	\$	10,266.00	\$	4,390.00	\$	8,780.00	\$	4,625.00	\$	9,250.00
1C LS.59	Picnic Table 2	1	EA	\$	3,065.00	\$	3,065.00	\$	3,500.00	\$	3,500.00	\$	3,688.00	\$	3,688.00	\$	3,845.00	\$	3,845.00	\$	3,202.00	\$	3,202.00
1C LS.61	Trash Receptacle	3	EA	\$	2,175.00	\$	6,525.00	\$	2,100.00	\$	6,300.00	\$	2,404.00	\$	7,212.00	\$	1,900.00	\$	5,700.00	\$	1,987.00	\$	5,961.00
1C LS.62	Pet Waste Station	3	EA	\$	500.00	\$	1,500.00	\$	390.00	\$	1,170.00	\$	858.00	\$	2,574.00	\$	1,050.00	\$	3,150.00	\$	307.00	\$	921.00
1C LS.63	Play Structure	1	EA	\$	80,000.00	\$	80,000.00	\$	94,500.00	\$	94,500.00	\$	93,410.00	\$	93,410.00	\$	65,500.00	\$	65,500.00	\$	104,895.00	\$	104,895.00
1C LS.64	Swings	1	EA	\$	4,100.00	\$	4,100.00	\$	2,600.00	\$	2,600.00	\$	2,585.00	\$	2,585.00	\$	7,700.00	\$	7,700.00	\$	2,903.00	\$	2,903.00
1C LS.65	Spinner	1	EA	\$	5,000.00	\$	5,000.00	\$	1,200.00	\$	1,200.00	\$	1,143.00	\$	1,143.00	\$	11,500.00	\$	11,500.00	\$	1,283.00	\$	1,283.00
1C LS.66	Drywell with 4" perf. PVC outlet pipe	1	EA	\$	1,400.00	\$	1,400.00	\$	930.00	\$	930.00	\$	5,800.00	\$	5,800.00	\$	1,100.00	\$	1,100.00	not in bid			
1C LS.67	Play Pit Curb	196	LF	\$	30.00	\$	5,880.00	\$	72.00	\$	14,112.00	\$	29.00	\$	5,684.00	\$	84.50	\$	16,562.00	not in bid			
1C LS.68	Accessible Ramp (Play Pit)	8	SY	\$	600.00	\$	4,800.00	\$	230.00	\$	1,840.00	\$	3,304.00	\$	26,432.00	\$	180.00	\$	1,440.00	not in bid			
1C LS.69	8x10' Storage Shed on 10'x12' Concrete Pad	1	EA	\$	10,000.00	\$	10,000.00	\$	8,200.00	\$	8,200.00	\$	7,160.00	\$	7,160.00	\$	7,185.00	\$	7,185.00	\$	9,247.00	\$	9,247.00
1C LS.70	Stock Tanks for raised planters	10	EA	\$	675.00	\$	6,750.00	\$	850.00	\$	8,500.00	\$	651.50	\$	6,515.00	\$	570.00	\$	5,700.00	\$	595.00	\$	5,950.00
1C LS.71	Fence with 5'-0" wide Double Opening Gate	180	LF	\$	53.00	\$	9,540.00	\$	93.00	\$	16,740.00	\$	86.45	\$	15,561.00	\$	76.75	\$	13,815.00	not in bid			
1C LS.72	Planters mix	9	CY	\$	175.00	\$	1,575.00	\$	110.00	\$	990.00	\$	56.75	\$	510.75	\$	175.00	\$	1,575.00	\$	87.29	\$	785.61
1C LS.73	Bench	2	EA	\$	2,550.00	\$	5,100.00	\$	2,900.00	\$	5,800.00	\$	1,881.00	\$	3,762.00	\$	2,600.00	\$	5,200.00	\$	1,492.00	\$	2,984.00
1C LS.75	General Requirements	1	LS	\$	70,000.00	\$	70,000.00	\$	13,215.00	\$	13,215.00	\$	-	\$	-	\$	18,500.00	\$	18,500.00	\$	3,000.00	\$	3,000.00
1C LS.76	Mobilization	1	LS	\$	15,000.00	\$	15,000.00	\$	13,210.00	\$	13,210.00	\$	6,001.00	\$	6,001.00	\$	10,370.40	\$	10,370.40	\$	2,200.00	\$	2,200.00
1C LS.77	Maintenance	1	LS	\$	22,000.00	\$	22,000.00	\$	19,100.00	\$	19,100.00	\$	18,605.00	\$	18,605.00	\$	9,450.00	\$	9,450.00	\$	9,700.00	\$	9,700.00
IR 1C.1	Irrigation Controller	1	EA	\$	7,500.00	\$	7,500.00				\$	8,733.00	\$	8,733.00	\$	7,200.00	\$	7,200.00	\$	7,565.00	\$	7,565.00	
IR 1C.2	Two Wire Module	-	EA	\$	-	\$	-				\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
IR 1C.3	Wireless Rain/Freeze Sensor	1	EA	\$	160.00	\$	160.00				\$	413.50	\$	413.50	\$	215.00	\$	215.00	\$	459.52	\$	459.52	
IR 1C.4	Two-Wire Surge Arrestor	4	EA	\$	215.00	\$	860.00				\$	152.50	\$	610.00	\$	200.00	\$	800.00	\$	273.00	\$	1,092.00	
IR 1C.5	Two-Wire Sensor Decoder	1	EA	\$	145.00	\$	145.00				\$	418.50	\$	418.50	\$	140.00	\$	140.00	\$	509.08	\$	509.08	
IR 1C.6	Two-Wire Decoder	47	EA	\$	130.00	\$	6,110.00				\$	418.50	\$	19,689.50	\$	140.00	\$	6,580.00	\$	155.54	\$	7,310.38	
IR 1C.7	Two-Wire Cable	-	LF	\$	0.55	\$	-				\$	1.17	\$	-	\$	-	\$	-	\$	0.88	\$	-	
IR 1C.8	Controller Power	250	LF	\$	42.00	\$	10,500.00				\$	18.10	\$	4,525.00	\$	13.00	\$	3,250.00	\$	38.23	\$	9,557.50	
IR 1C.9	Booster Pump Power	250	LF	\$	42.00	\$	10,500.00				\$	13.75	\$	3,437.50	\$	2.25	\$	562.50	\$	50.00	\$	12,500.00	
IR 1C.10	Water Conditioner	1	EA	\$	3,850.00	\$	3,850.00				\$	1,941.00	\$	1,941.00	\$	3,700.00	\$	3,700.00	\$	1,309.00	\$	1,309.00	
IR 1C.11	Backflow Preventer - 2" dia.	-	EA	\$	-	\$	-				\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
IR 1C.12	Copper Piping - 2" dia.	-	LF	\$	-	\$	-				\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
IR 1C.13	Backflow Preventer - 1-1/2" dia.	-	EA	\$	-	\$	-				\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
IR 1C.14	Copper Piping - 1-1/2" dia.	-	LF	\$	-	\$	-				\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
IR 1C.15	Backflow Preventer - 1" dia.	-	EA	\$	-	\$	-				\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
IR 1C.16	Copper Piping - 1" dia.	-	LF	\$	-	\$	-				\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
IR 1C.17	Backflow Preventer - 3/4" dia.	-	EA	\$	1,200.00	\$	2,400.00				\$	3,736.00	\$	7,472.00	\$	7,200.00	\$	14,400.00	\$	3,470.00	\$	6,940.00	
IR 1C.18	Copper Piping - 3/4" dia.	80	LF	\$	10.00	\$	800.00				\$	1,228.00	\$	98,240.00	\$	31.00	\$	2,480.00	\$	12.83	\$	1,026.40	
IR 1C.19	8" Pop-up Spray Head	53	EA	\$	23.50	\$	1,245.50				\$	46.25	\$	2,451.25	\$	30.00	\$	1,590.00	\$	43.75	\$	2,318.75	
IR 1C.20	6" Rotor Head	38	EA	\$	53.00	\$	2,014.00				\$	55.05	\$	2,091.90	\$	41.00	\$	1,558.00	\$	49.76	\$	1,890.88	
IR 1C.21	12" Hi-pop Spray Head	35	EA	\$	28.00	\$	910.00				\$	49.45	\$	1,730.75	\$	33.00	\$	1,155.00	\$	41.69	\$	1,459.15	
IR 1C.22	12" Hi-pop Rotor Head	25	EA	\$	65.00	\$	1,625.00				\$	69.40	\$	1,735.00	\$	55.00	\$	1,375.00	\$	67.72	\$	1,693.00	
IR 1C.23	1" Drip Valve Assembly	8	EA	\$	365.00	\$	2,920.00				\$	412.50	\$	3,300.00	\$	330.00	\$	2,640.00	\$	464.35	\$	3,714.80	
IR 1C.24	Drip Line Blow-Out Stub	12	EA	\$	75.00	\$	900.00				\$	84.75	\$	1,017.00	\$	125.00	\$	1,500.00	\$	135.88	\$	1,630.56	
IR 1C.25	Drip - supply tubing	1,609	LF	\$	4.20	\$	6,757.80				\$	1.99	\$	3,201.91	\$	2.30	\$	3,700.70	\$	3.70	\$	5,953.30	
IR 1C.26	Drip Emitter Tubing w/ fittings	2,398	LF	\$	1.80	\$	4,316.40				\$	5.45	\$	13,069.10	\$	2.45	\$	5,875.10	\$	1.40	\$	3,357.20	
IR 1C.27	Master Valve - 2" dia.	-	EA	\$	-	\$	-				\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
IR 1C.28	Master Valve - 1-1/2" dia.	-	EA	\$	-	\$	-				\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
IR 1C.29	Master Valve - 1" dia.	2	EA	\$	280.00	\$	560.00				\$	348.50	\$	697.00	\$	230.00	\$	460.00	\$	387.00	\$	774.00	
IR 1C.30	Gate Valve - 3" dia.	-	EA	\$	-	\$	-				\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
IR 1C.31	Gate Valve - 2-1/2" dia.	-	EA	\$	-	\$	-				\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
IR 1C.32	Gate Valve - 2" dia.	-	EA	\$																			

IR 1C.44	PVC Mainline w/ fittings	-	LF	\$ -	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
IR 1C.45	PVC Mainline w/ fittings	1,160	LF	\$ 5.20	\$ 6,032.00	-		\$ 3.59	\$ 4,164.40	\$ 2.60	\$ 3,016.00	\$ 2.09	\$ 2,424.40	-			
IR 1C.46	Non-potable Marking Tape	1,160	LF	\$ 0.03	\$ 34.80	-		\$ 1.03	\$ 1,194.80	\$ 0.13	\$ 150.80	\$ 0.05	\$ 58.00	-			
IR 1C.47	PVC Lateral	-	LF	\$ -	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-			
IR 1C.48	PVC Lateral	-	LF	\$ -	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-			
IR 1C.49	PVC Lateral	-	LF	\$ -	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-			
IR 1C.50	PVC Lateral	-	LF	\$ -	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.50	\$ -			
IR 1C.51	PVC Lateral	3,150	LF	\$ 4.20	\$ 13,230.00	-		\$ 2.32	\$ 7,308.00	\$ 2.25	\$ 7,087.50	\$ 2.24	\$ 7,056.00	-			
IR 1C.52	PVC Lateral	-	LF	\$ -	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-			
IR 1C.53	Sleeve	-	LF	\$ -	\$ -	-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-			
IR 1C.54	Sleeve	90	LF	\$ 17.00	\$ 1,530.00	-		\$ 37.80	\$ 3,402.00	\$ 9.00	\$ 810.00	\$ 13.73	\$ 1,235.70	-			
IR 1C.55	Sleeve	236	LF	\$ 15.00	\$ 3,540.00	-		\$ 15.85	\$ 3,740.80	\$ 6.50	\$ 1,534.00	\$ 9.61	\$ 2,267.96	-			
IR 1C.56	Hose Bib	3	EA	\$ 400.00	\$ 1,200.00	-		\$ 300.00	\$ 900.00	\$ 450.00	\$ 1,350.00	\$ 673.00	\$ 2,019.00	-			
	IRRIGATION	1	LS														
				Total \$	599,093.92		Total \$	503,050.61		Total \$	633,754.44		Total \$	468,299.51		Total \$	437,736.00

**NRMD #3 Reunion Ridge Phase 1  
Landscaping  
BID TABULATION SUMMARY  
Ragweed Draw Phase**

Item	Description	Quantity	Unit	ACC Unit Price	Cost	Brightwork Unit Price	Cost	CDI Unit Price	Cost	Designscapes Unit Price	Cost	EDI Unit Price	Cost
RW1	Fine Grading, Site Prep	766,780	SF	\$ 0.11	\$ 84,345.80	\$ 0.04	\$ 30,671.20	\$ 0.09	\$ 69,010.20	\$ 0.03	\$ 23,003.40	\$ 0.01	\$ 9,201.36
RW2	Soil Amendment - 5 CY / 1,000 SF, Shrub beds & Sod	65	CY	\$ 65.00	\$ 4,192.50	\$ 35.00	\$ 2,257.50	\$ 40.35	\$ 2,602.58	\$ 50.00	\$ 3,225.00	\$ 57.42	\$ 3,703.59
RW3	Soil Amendment - 3 CY / 1,000 SF, Native Seed	2,246	CY	\$ 75.00	\$ 168,440.63	\$ 34.00	\$ 76,359.75	\$ 47.80	\$ 107,352.83	\$ 61.00	\$ 136,998.38	\$ 51.32	\$ 115,258.31
RW4	Soil Testing - One (1) Soil Test per Acre	18	EA	\$ 350.00	\$ 6,300.00	\$ 290.00	\$ 5,220.00	\$ 128.50	\$ 2,313.00	\$ 350.00	\$ 6,300.00	\$ 388.17	\$ 6,987.06
RW5	(AGB) Aesculus GalatrraBuckeye, Ohio	3	EA	\$ 625.00	\$ 1,875.00	\$ 550.00	\$ 1,650.00	\$ 601.00	\$ 1,803.00	\$ 580.00	\$ 1,740.00	\$ 567.00	\$ 1,701.00
RW6	(COH) Celtis occidentalisHackberry, Western	5	EA	\$ 545.00	\$ 2,725.00	\$ 550.00	\$ 2,750.00	\$ 520.00	\$ 2,600.00	\$ 450.00	\$ 2,250.00	\$ 567.00	\$ 2,835.00
RW7	(CSC) Catalpa speciosaCatalpa, Western	3	EA	\$ 565.00	\$ 1,695.00	\$ 550.00	\$ 1,650.00	\$ 534.50	\$ 1,603.50	\$ 480.00	\$ 1,440.00	\$ 567.00	\$ 1,701.00
RW8	(QMO) Quercus macrocarpaOak, Bur	2	EA	\$ 555.00	\$ 1,110.00	\$ 550.00	\$ 1,100.00	\$ 534.50	\$ 1,069.00	\$ 490.00	\$ 980.00	\$ 567.00	\$ 1,134.00
RW9	(QRO) Quercus roburOak, English	4	EA	\$ 545.00	\$ 2,180.00	\$ 550.00	\$ 2,200.00	\$ 534.50	\$ 2,138.00	\$ 515.00	\$ 2,060.00	\$ 567.00	\$ 2,268.00
RW10	(TCG) Tilia cordata, 'Greenspire' Linden, Greenspire	3	EA	\$ 605.00	\$ 1,815.00	\$ 550.00	\$ 1,650.00	\$ 601.50	\$ 1,804.50	\$ 490.00	\$ 1,470.00	\$ 567.00	\$ 1,701.00
RW11	(UAP) Ulmus americana 'Princeton'Elm, Princeton	4	EA	\$ 545.00	\$ 2,180.00	\$ 550.00	\$ 2,200.00	\$ 534.50	\$ 2,138.00	\$ 480.00	\$ 1,920.00	\$ 567.00	\$ 2,268.00
RW12	(UFE) Ulmus FrontierElm, Frontier	6	EA	\$ 525.00	\$ 3,150.00	\$ 550.00	\$ 3,300.00	\$ 534.50	\$ 3,207.00	\$ 480.00	\$ 2,880.00	\$ 567.00	\$ 3,402.00
RW13	(MMC) Malus, CoralburstCrabapple, Coralburst	2	EA	\$ 835.00	\$ 1,670.00	\$ 830.00	\$ 1,660.00	\$ 587.00	\$ 1,174.00	\$ 495.00	\$ 990.00	\$ 484.00	\$ 968.00
RW14	(MNI) Malus, Indian MagicCrabapple, Indian Magic	3	EA	\$ 515.00	\$ 1,545.00	\$ 530.00	\$ 1,590.00	\$ 490.50	\$ 1,471.50	\$ 470.00	\$ 1,410.00	\$ 484.00	\$ 1,452.00
RW15	(MPC) Malus, PrairieFireCrabapple, PrairieFire	1	EA	\$ 610.00	\$ 610.00	\$ 530.00	\$ 530.00	\$ 520.00	\$ 520.00	\$ 460.00	\$ 460.00	\$ 484.00	\$ 484.00
RW16	(MRR) Malus, Royal RaindropCrabapple, Royal Raindrop	1	EA	\$ 525.00	\$ 525.00	\$ 530.00	\$ 530.00	\$ 490.50	\$ 490.50	\$ 480.00	\$ 480.00	\$ 484.00	\$ 484.00
RW17	(MSS) Malus, Spring SnowCrabapple, Spring Snow	1	EA	\$ 580.00	\$ 580.00	\$ 530.00	\$ 530.00	\$ 490.50	\$ 490.50	\$ 460.00	\$ 460.00	\$ 484.00	\$ 484.00
RW18	(AAS) Amelanchier AnifoliaSaskatoon Serviceberry	2	EA	\$ 525.00	\$ 1,050.00	\$ 480.00	\$ 960.00	\$ 520.00	\$ 1,040.00	\$ 380.00	\$ 760.00	\$ 372.00	\$ 744.00
RW19	(CCG) Crataegus crus-galli inermisHawthorn, Cockspur Thornless	2	EA	\$ 475.00	\$ 950.00	\$ 480.00	\$ 960.00	\$ 559.00	\$ 1,118.00	\$ 395.00	\$ 790.00	\$ 372.00	\$ 744.00
RW20	(PIN) Pinus nigraPine, Austrian	11	EA	\$ 485.00	\$ 5,335.00	\$ 500.00	\$ 5,500.00	\$ 559.00	\$ 6,149.00	\$ 465.00	\$ 5,115.00	\$ 487.00	\$ 5,357.00
RW21	(PPI) Pinus ponderosaPine, Ponderosa	1	EA	\$ 505.00	\$ 505.00	\$ 500.00	\$ 500.00	\$ 476.50	\$ 476.50	\$ 430.00	\$ 430.00	\$ 487.00	\$ 487.00
RW22	(UCA) Juniperus chinensisArmstrongJuniper	7	EA	\$ 55.00	\$ 385.00	\$ 53.00	\$ 371.00	\$ 48.50	\$ 339.50	\$ 38.00	\$ 266.00	\$ 63.05	\$ 441.35
RW23	(ACU) Amorpha Canadensisedplant	4	EA	\$ 55.00	\$ 220.00	\$ 44.00	\$ 176.00	\$ 41.35	\$ 165.40	\$ 38.00	\$ 152.00	\$ 51.26	\$ 205.04
RW24	(BTB) Berberis Thunbergii 'Burgundy' Carouse/Burgundy Carouse Japanese	36	EA	\$ 55.00	\$ 1,980.00	\$ 44.00	\$ 1,584.00	\$ 47.35	\$ 1,704.60	\$ 36.00	\$ 1,296.00	\$ 51.26	\$ 1,845.36
RW25	(CCB) Caryopteris x Clandonensis 'Blue Mist'Blue Mist Spirea	22	EA	\$ 38.00	\$ 836.00	\$ 44.00	\$ 968.00	\$ 33.90	\$ 745.80	\$ 32.00	\$ 704.00	\$ 51.26	\$ 1,127.72
RW26	(PCP) Prunus x CistenaPurple Leaf Plum	6	EA	\$ 45.00	\$ 270.00	\$ 44.00	\$ 264.00	\$ 40.65	\$ 243.90	\$ 34.00	\$ 204.00	\$ 51.26	\$ 307.56
RW27	(PPM) Potentilla Fruticosa Mckay's WhiteMckay's White Potentilla	36	EA	\$ 38.00	\$ 1,296.00	\$ 44.00	\$ 1,584.00	\$ 28.80	\$ 1,036.80	\$ 32.00	\$ 1,152.00	\$ 51.26	\$ 1,845.36
RW28	(RKO) Rosa, Double KnockoutRosa, Double Knockout	35	EA	\$ 48.00	\$ 1,680.00	\$ 44.00	\$ 1,540.00	\$ 46.85	\$ 1,639.75	\$ 35.00	\$ 1,225.00	\$ 51.26	\$ 1,794.10
RW29	(RT1) Rhus trilobataSumac, Three Leaf	35	EA	\$ 38.00	\$ 1,330.00	\$ 44.00	\$ 1,540.00	\$ 46.85	\$ 1,639.75	\$ 33.00	\$ 1,155.00	\$ 51.26	\$ 1,794.10
RW30	(PAH) Pennisetum Alopecuroides 'Harmeln'Dwarf Fountain Grass	95	EA	\$ 14.00	\$ 1,330.00	\$ 18.00	\$ 1,710.00	\$ 17.95	\$ 1,705.25	\$ 13.00	\$ 1,235.00	\$ 22.68	\$ 2,154.60
RW31	(PVR) Panicum virgatum 'Hot Rod'Switchgrass, Hot Rod	20	EA	\$ 16.00	\$ 320.00	\$ 18.00	\$ 360.00	\$ 14.50	\$ 290.00	\$ 13.00	\$ 260.00	\$ 22.68	\$ 453.60
RW32	(PVP) Panicum virgatum 'Prairie Sky'Switchgrass, Prairie Sky	61	EA	\$ 16.00	\$ 976.00	\$ 18.00	\$ 1,098.00	\$ 16.75	\$ 1,021.75	\$ 13.00	\$ 793.00	\$ 22.68	\$ 1,383.48
RW33	(HAR) Hemerallis Autumn RedDaylily, Red	15	EA	\$ 16.00	\$ 240.00	\$ 17.25	\$ 258.75	\$ 20.15	\$ 302.25	\$ 13.00	\$ 195.00	\$ 21.93	\$ 328.95
RW34	(AHH) Agastache 'Heatwave'Hyssop, Heatwave	37	EA	\$ 15.00	\$ 555.00	\$ 8.25	\$ 305.25	\$ 13.50	\$ 498.50	\$ 10.00	\$ 370.00	\$ 21.93	\$ 811.41
RW35	(AMT) Achillea millefolium, TerracottaYarrow, Terracotta	22	EA	\$ 14.00	\$ 308.00	\$ 8.25	\$ 181.50	\$ 16.90	\$ 371.80	\$ 10.00	\$ 220.00	\$ 21.93	\$ 482.46
RW36	(AMY) Achillea millefolium, MoonshineYarrow, Moonshine	52	EA	\$ 14.00	\$ 728.00	\$ 8.25	\$ 429.00	\$ 18.25	\$ 949.00	\$ 10.00	\$ 520.00	\$ 21.93	\$ 1,140.36
RW37	(CRR) Centaurea ruberValerian, Red	57	EA	\$ 14.00	\$ 798.00	\$ 8.25	\$ 470.25	\$ 14.80	\$ 843.60	\$ 10.00	\$ 570.00	\$ 21.93	\$ 1,250.01
RW38	(ILF) Linum lewisiiFlax, Wild Blue	77	EA	\$ 14.00	\$ 1,078.00	\$ 8.25	\$ 635.25	\$ 18.25	\$ 1,405.25	\$ 10.00	\$ 770.00	\$ 21.93	\$ 1,688.61
RW39	(PAJ) Persicaria affinisHimalayan Border Jewel	7	EA	\$ 15.00	\$ 105.00	\$ 8.25	\$ 57.75	\$ 16.90	\$ 118.30	\$ 10.00	\$ 70.00	\$ 21.93	\$ 153.51
RW40	(RFG) Rudbeckia fulgida, GoldsturmBlack-eyed Susan	23	EA	\$ 14.00	\$ 322.00	\$ 8.25	\$ 189.75	\$ 16.90	\$ 388.70	\$ 10.00	\$ 230.00	\$ 21.93	\$ 504.39
RW41	Sod	6,000	SF	\$ 0.50	\$ 3,000.00	\$ 0.59	\$ 3,540.00	\$ 0.61	\$ 3,660.00	\$ 0.65	\$ 3,900.00	\$ 0.38	\$ 2,280.00
RW42	Native Seed - PBSI Native Seed Mix	623,800	SF	\$ 0.10	\$ 62,380.00	\$ 0.08	\$ 49,904.00	\$ 0.07	\$ 43,666.00	\$ 0.07	\$ 43,666.00	\$ 0.13	\$ 81,094.00
RW43	Native Seed - PBSI Low Grow Seed Mix	5,525	SF	\$ 0.10	\$ 552.50	\$ 0.08	\$ 442.00	\$ 0.03	\$ 165.75	\$ 0.07	\$ 386.75	\$ 0.11	\$ 607.75
RW44	Native Seed - UDFOCD - Upland Area Seed Mix-Loamy to Sandy Soils	44,000	SF	\$ 0.14	\$ 6,160.00	\$ 0.08	\$ 3,520.00	\$ 0.04	\$ 1,760.00	\$ 0.10	\$ 4,400.00	\$ 0.18	\$ 7,920.00
RW45	Native Seed - UDFOCD - Riparian Seed Mix-Loamy to Sandy Soils	75,300	SF	\$ 0.13	\$ 9,789.00	\$ 0.08	\$ 6,024.00	\$ 0.06	\$ 4,518.00	\$ 0.09	\$ 6,777.00	\$ 0.10	\$ 7,530.00
RW46	Rock Mulch - Shrub Bed, 1-1/2" Horizon Cobble 3" Depth, Minimum	6,900	SF	\$ 1.10	\$ 7,590.00	\$ 0.91	\$ 6,279.00	\$ 1.68	\$ 11,592.00	\$ 1.30	\$ 8,970.00	\$ 1.29	\$ 8,901.00
RW47	Shredded Cedar Mulch - 3" Depth, Minimum	6,750	SF	\$ 1.05	\$ 7,087.50	\$ 1.35	\$ 9,112.50	\$ 0.98	\$ 6,615.00	\$ 0.80	\$ 5,400.00	\$ 1.14	\$ 7,695.00
RW48	Steel Edging - 6" Roll Top	4,525	LF	\$ 7.50	\$ 33,937.50	\$ 5.25	\$ 23,786.25	\$ 5.84	\$ 26,426.00	\$ 4.60	\$ 20,815.00	\$ 5.20	\$ 23,530.00
RW49	Weed Barrier Fabric	6,900	SF	\$ 0.20	\$ 1,380.00	\$ 0.25	\$ 1,725.00	\$ 0.34	\$ 2,346.00	\$ 0.15	\$ 1,035.00	\$ 0.20	\$ 1,380.00
RW50	Crusher Fines - 4" Depth, no geotex	5,255	SF	\$ 2.45	\$ 12,874.75	\$ 1.05	\$ 5,517.75	\$ 1.31	\$ 6,884.05	\$ 1.60	\$ 8,408.00	\$ 6.16	\$ 32,370.80
RW52	General Conditions	1	LS	\$ 145,000.00	\$ 145,000.00	\$ 15,250.00	\$ 15,250.00	\$ 20,000.00	\$ 20,000.00	\$ 35,686.60	\$ 35,686.60	\$ 3,250.00	\$ 3,250.00
RW53	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 15,250.00	\$ 15,250.00	\$ 6,265.00	\$ 6,265.00	\$ 19,500.00	\$ 19,500.00	\$ 4,135.00	\$ 4,135.00
RW54	Maintenance	1	LS	\$ 36,000.00	\$ 36,000.00	\$ 36,900.00	\$ 36,900.00	\$ 22,455.00	\$ 22,455.00	\$ 21,000.00	\$ 21,000.00	\$ 24,200.00	\$ 24,200.00
RW1	Irrigation Controller - (Rain Bird) Include Stainless Steel Enclosure, two-wire v	2	EA	\$ 10,000.00	\$ 20,000.00	\$ -	\$ -	\$ 8,771.00	\$ 17,542.00	\$ 6,600.00	\$ 13,200.00	\$ 8,951.00	\$ 17,902.00
RW2	Wireless Rain/Freeze Sensor(Rain Bird) WR2	2	EA	\$ 160.00	\$ 320.00	\$ -	\$ -	\$ 429.50	\$ 859.00	\$ 215.00	\$ 430.00	\$ 459.52	\$ 919.04
RW3	Two-Wire Surge Arrestor Assembly in (Rain Bird) VB Series Valve Box(Rain B	21	EA	\$ 210.00	\$ 4,410.00	\$ -	\$ -	\$ 156.50	\$ 3,286.50	\$ 200.00	\$ 4,200.00	\$ 273.00	\$ 5,730.00
RW4	Two-Wire Sensor Decoder(Rain Bird) IVM-SEN	2	EA	\$ 145.00	\$ 290.00	\$ -	\$ -	\$ 428.50	\$ 857.00	\$ 140.00	\$ 280.00	\$ 509.09	\$ 1,018.18
RW5	Two-Wire Decoder(Rain Bird) IVM-SOL	58	EA	\$ 125.00	\$ 7,250.00	\$ -	\$ -	\$ 147.00	\$ 8,526.00	\$ 140.00	\$ 8,120.00	\$ 155.54	\$ 9,021.32
RW6	Two-Wire CableMaxWire 12-2	5,635	LF	\$ 0.55	\$ 3,099.25	\$ -	\$ -	\$ 1.18	\$ 6,649.30	\$ 0.85	\$ 4,789.75	\$ 0.84	\$ 4,733.40
RW7	Provide necessary permitting, coordination, equipment and install of contr	2	EA	\$ 10,000.00	\$ 20,000.00	\$ -	\$ -	\$ 2,550.00	\$ 5,100.00	\$ 3,100.00	\$ 6,200.00	\$ 3,823.00	\$ 7,646.00
RW8	Water Conditioner - Magnation Rain Bolt - 2" PVC in (Rain Bird) VB Series va	2	EA	\$ 3,750.00	\$ 7,500.00	\$ -	\$ -	\$ 977.00	\$ 1,954.00	\$ 3,700.00	\$ 7,400.00	\$ 4,737.00	\$ 9,474.00
RW9	Backflow Preventer - 2" dia Include Enclosure, (FEBCO) 825YA - 2" DIA. (inc	2	EA	\$ 3,200.00	\$ 6,400.00	\$ -	\$ -	\$ 4,849.00	\$ 9,698.00	\$ 8,500.00	\$ 17,000.00	\$ 4,870.00	\$ 9,740.00
RW10	Copper Piping - 2" dia Type K	75	LF	\$ 22.00	\$ 1,650.00	\$ -	\$ -	\$ 31.05	\$ 2,328.75	\$ 30.00	\$ 2,250.00	\$ 38.71	\$ 2,903.25
RW11	6" Pop-up Spray Head(Rain Bird) RD-06-S-P30-NP	187	EA	\$ 23.00	\$ 4,301.00	\$ -	\$ -	\$ 48.85	\$ 9,134.95	\$ 30.00	\$ 5,610.00	\$ 43.75	\$ 8,181.25
RW12	12" Hi-pop Spray Head(Rain Bird) RD-12-S-P30-NP	383	EA	\$ 25.00	\$ 9,575.00	\$ -	\$ -	\$ 52.05	\$ 19,935.15	\$ 33.00	\$ 12,639.00	\$ 41.69	\$ 15,967.27
RW13	12" Hi-pop Rotor Head(Rain Bird) 5012-PL-SAM-R w/ Nozzle	245	EA	\$ 63.00	\$ 15,435.00	\$ -	\$ -	\$ 72.20	\$ 17,689.00	\$ 55.00	\$ 13,475.00	\$ 67.72	\$ 16,591.40
RW14	1" Trip Valve Assembly(Rain Bird) XCZ-100-PRB-COM or XCZ-150-LCDR in	11	EA	\$ 560.00	\$ 6,160.00	\$ -	\$ -	\$ 427.00	\$ 4,697.00	\$ 330.00	\$ 3,630.00	\$ 464.35	\$ 5,107.85
RW15	Drip Line Blow-Out Stub3/4" Ball Valve in Round Valve Box with 12" Popu	22	EA	\$ 72.00	\$ 1,584.00	\$ -	\$ -	\$ 88.70	\$ 1,951.40	\$ 110.00	\$ 2,420.00	\$ 135.88	\$ 2,989.36
RW16	Drip - supply tubing1" min. Drip Pipe	3,910	LF	\$ 4.00	\$ 15,640.00	\$ -	\$ -	\$ 2.13	\$ 8,328.30	\$ 2.30	\$ 8,993.00	\$ 3.70	\$ 14,467.00
RW17	Drip Emmitter Tubing w/ fittings(Rain Bird) XFCV-06-18	5,035	LF	\$ 1.65	\$ 8,307.75	\$ -	\$ -	\$ 5.96	\$ 30,008.60	\$ 2.50	\$ 12,587.50	\$ 1.40	\$ 7,049.00
RW18	Master Valve - 2" dia (Rain Bird) 200-PEB-PRS-D in (Rain Bird) VB Series Va	2	EA	\$ 480.00	\$ 960.00	\$ -	\$ -	\$ 447.50	\$ 895.00	\$ 350.00	\$ 700.00	\$ 572.10	\$ 1,144.20
RW19	Gate Valve - 2-1/2" dia. in (Rain Bird) VB Series valve box	21	EA	\$ 375.00	\$ 7,875.00	\$ -	\$ -	\$ 160.50	\$ 3,370.50	\$ 205.00	\$ 4,305.00	\$ 205.18	\$ 4,308.78



**NRMD #3 Reunion Ridge Phase 1  
Landscaping  
BID TABULATION SUMMARY  
Ragweed Draw Phase**

IR RW24	Electric Control Valve - 1-1/2" dia.(Rain Bird) PESB-PRS-D - 1-1/2" in (Rain Bird)	23	EA	\$	360.00	\$	8,280.00	\$	-	\$	512.50	\$	11,787.50	\$	310.00	\$	7,130.00	\$	438.89	\$	10,094.47		
IR RW25	Electric Control Valve - 1" dia.(Rain Bird) PESB-PRS-D - 1" in (Rain Bird) VB	15	EA	\$	350.00	\$	5,250.00	\$	-	\$	459.00	\$	6,885.00	\$	265.00	\$	3,975.00	\$	274.00	\$	4,110.00		
IR RW26	Flow Sensor - 2" dia(Rain Bird) FS200P - 2" DIA. in (Rain Bird) VB Series valv	2	EA	\$	785.00	\$	1,570.00	\$	-	\$	475.00	\$	950.00	\$	900.00	\$	1,800.00	\$	1,062.00	\$	2,124.00		
IR RW27	PVC Mainline w/ fittingsCLASS 200 SOLVENT WELD - 2-1/2" DIA.	4,600	LF	\$	6.00	\$	27,600.00	\$	-	\$	3.19	\$	14,674.00	\$	3.75	\$	17,250.00	\$	3.40	\$	15,640.00		
IR RW28	PVC Mainline w/ fittingsCLASS 200 SOLVENT WELD - 1-1/2" DIA.	300	LF	\$	5.00	\$	1,500.00	\$	-	\$	3.98	\$	1,194.00	\$	2.60	\$	780.00	\$	2.09	\$	627.00		
IR RW29	Non-potable Marking TapeChrisl's Detectable Marking Tape - Purple	4,900	LF	\$	0.03	\$	147.00	\$	-	\$	1.05	\$	5,145.00	\$	0.15	\$	735.00	\$	0.05	\$	243.00		
IR RW30	PVC Lateral - CLASS 200 SOLVENT WELD - 2-1/2" DIA.	45	LF	\$	5.80	\$	261.00	\$	-	\$	3.19	\$	143.55	\$	3.75	\$	168.75	\$	3.91	\$	175.95		
IR RW31	PVC Lateral - CLASS 200 SOLVENT WELD - 2" DIA.	590	LF	\$	5.35	\$	3,156.50	\$	-	\$	2.64	\$	1,557.60	\$	3.00	\$	1,770.00	\$	3.18	\$	1,876.20		
IR RW32	PVC Lateral - CLASS 200 SOLVENT WELD - 1-1/2" DIA.	1,375	LF	\$	4.95	\$	6,806.25	\$	-	\$	2.16	\$	2,970.00	\$	2.60	\$	3,575.00	\$	2.70	\$	3,712.50		
IR RW33	PVC Lateral - CLASS 200 SOLVENT WELD - 1-1/4" DIA.	2,160	LF	\$	4.80	\$	10,368.00	\$	-	\$	2.12	\$	4,579.20	\$	2.50	\$	5,400.00	\$	2.50	\$	5,400.00		
IR RW34	PVC Lateral - CLASS 200 SOLVENT WELD - 1" DIA.	13,365	LF	\$	4.05	\$	54,128.25	\$	-	\$	2.48	\$	33,145.20	\$	2.25	\$	30,071.25	\$	2.24	\$	29,937.60		
IR RW35	Sleeve - 8" DIA.	285	LF	\$	19.00	\$	5,415.00	\$	-	\$	17.25	\$	4,918.25	\$	12.00	\$	3,420.00	\$	28.56	\$	8,139.60		
IR RW36	Sleeve - 4" DIA.	105	LF	\$	17.00	\$	1,785.00	\$	-	\$	30.25	\$	3,176.25	\$	10.00	\$	1,050.00	\$	13.73	\$	1,441.65		
IR RW37	Sleeve - 2" DIA.	705	LF	\$	15.00	\$	10,575.00	\$	-	\$	8.40	\$	5,922.00	\$	8.00	\$	5,640.00	\$	9.61	\$	6,775.05		
	IRRIGATION	1	LS			\$	-	\$	238,195.00	\$	238,195.00						\$	425,000.00			\$	425,000.00	
					<b>Total</b>	<b>\$</b>	<b>930,979.43</b>		<b>Total</b>	<b>\$</b>	<b>564,105.20</b>		<b>Total</b>	<b>\$</b>	<b>645,748.30</b>		<b>Total</b>	<b>\$</b>	<b>609,967.38</b>		<b>Total</b>	<b>\$</b>	<b>1,065,296.18</b>

Reunion Ridge Phase 1 Landscaping  
Summary By Bid Schedule

	Bid Schedule Reunion Ridge Phase 1A All quantities being held equal	Bid Schedule Reunion Ridge Phase 1B All quantities being held equal	Bid Schedule Reunion Ridge Phase 1C All quantities being held equal	Bid Schedule Reunion Ridge Ragweed Draw All quantities being held equal	Bid Schedule Reunion Ridge All Schedules All quantities being held equal
ACC	\$ 970,492.81	\$ 506,859.19	\$ 599,093.92	\$ 930,979.43	\$ 3,007,425.34
Brightview	\$ 1,008,958.61	\$ 356,177.74	\$ 503,050.61	\$ 564,105.20	\$ 2,432,292.15
CDI	\$ 969,458.96	\$ 421,447.64	\$ 633,754.44	\$ 645,748.30	\$ 2,670,409.35
Designscapes	\$ 1,024,833.88	\$ 370,577.12	\$ 468,299.51	\$ 609,967.38	\$ 2,473,677.89
EDI	\$ 931,133.81	\$ 384,517.84	\$ 437,736.00	\$ 640,000.00	\$ 2,393,387.65
	Contractor Bid Schedules Reunion Ridge Phase 1A Base Bid	Contractor Bid Schedules Reunion Ridge Phase 1B Base Bid	Contractor Bid Schedules Reunion Ridge Phase 1C Base Bid	Contractor Bid Schedules Reunion Ridge Phase Ragweed Draw Base Bid	Contractor Bid Schedules Reunion Ridge Phase 1 Subtotal
ACC	\$ 970,867.90	\$ 506,984.06	\$ 599,681.10	\$ 931,021.30	\$ 3,008,554.36
Brightview	\$ 1,017,085.77	\$ 356,266.18	\$ 503,018.65	\$ 564,105.00	\$ 2,440,475.60
CDI	\$ 954,264.00	\$ 405,927.00	\$ 637,472.00	\$ 645,748.00	\$ 2,643,411.00
Designscapes	\$ 1,025,000.00	\$ 370,780.00	\$ 468,250.00	\$ 610,000.00	\$ 2,473,950.00
EDI	\$ 1,114,424.06	\$ 342,727.93	\$ 426,599.18	\$ 1,065,577.00	\$ 2,949,328.17
	Reunion Ridge Phase 1A ALT	Reunion Ridge Phase 1B ALT	Reunion Ridge Phase 1C ALT	Reunion Ridge Phase 1 Ragweed Draw ALT	Reunion Ridge Phase 1 ALT Total
ACC	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 60,000.00	\$ 120,000.00
Brightview	\$ 25,900.00	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 125,900.00
CDI	\$ 17,908.00	\$ -	\$ 18,840.00	\$ 44,910.00	\$ 81,658.00
Designscapes	\$ 16,400.00	\$ 15,600.00	\$ 14,200.00	\$ 37,200.00	\$ 83,400.00
EDI	\$ 17,573.00	\$ -	\$ 30,292.00	\$ 47,980.00	\$ 95,845.00

The Undersigned certified under oath the truth and correctness of all statements and/or all answers to questions made hereinafter.

---

---

---

---

5. If other than a Corporation or Partnership, describe organization and name principals:

N/A

---



---



---

6. What percent of the work do you normally perform with your own forces? 65-90 %

List Trades

Landscape, Irrigation, Concrete, Site Furnishings Installation, Sandblasting, Trucking & Maintenance

---



---

7. Have you ever failed to complete any work awarded to you? If so, indicate when, where, and why.

No

---



---



---

8. Have you ever defaulted on a contract? If so, when, where, and why.

No

---



---



---

9. Has any Officer or Partner of your organization ever been an Officer or Partner of another organization that failed to complete a construction contract? If so, state the circumstances below:

No

---



---



---

10. Is the Bidder authorized to transact business in Colorado? Yes. (If the answer is "no", skip items 11, 12, and 13.)

11. Is the Bidder's principal place of business in Colorado? Yes. (If the answer is "no", you must answer item 12; if the answer to 11 is "yes", disregard questions 12 below.)

12. A. Does the Bidder maintain a place of business in Colorado? Yes. (If the answer is "yes", you must answer question 12b.)
- B. Has the Bidder paid Colorado Unemployment Compensation Taxes in at least 75 percent of the 8 quarters immediately prior to the date of bid?  
Yes.
13. List major construction projects your Organization has under contract on this date:

Project Name: Green Valley Ranch East F1 Landscape

Owner: Oakwood Homes Phone Number: Chris Carlton - 512-994-5057  
 Engineer: Terracina Design Phone Number: 303-632-8867  
 Contract Amount: \$805,050 Contract Date: October 2019  
 Percent Complete: 80% Scheduled Completion: August 2021  
 Scope of Work: Landscape & Irrigation

Project Name: Green Valley Ranch East F2 Landscape

Owner: Oakwood Homes Phone Number: Chris Carlton - 512-994-5057  
 Engineer: Terracina Design Phone Number: 303-632-8867  
 Contract Amount: \$892,948 Contract Date: September 2019  
 Percent Complete: 80% Scheduled Completion: August 2021  
 Scope of Work: Landscape & Irrigation

Project Name: Green Valley Ranch East Rome St Landscape

Owner: Oakwood Homes Phone Number: Chris Carlton - 512-994-5057  
 Engineer: Terracina Design Phone Number: 303-632-8867  
 Contract Amount: \$452,000 Contract Date: October 2019  
 Percent Complete: 80% Scheduled Completion: August 2021  
 Scope of Work: Landscape & Irrigation

Project Name: Reunion F35 Landscape

Owner: Oakwood Homes Phone Number: Ardell Prins - 303-903-2008  
 Engineer: Terracina Design Phone Number: 303-632-8867  
 Contract Amount: \$726,072 Contract Date: July 2019  
 Percent Complete: 95% Scheduled Completion: June 2021  
 Scope of Work: Landscape & Irrigation

14. List major construction projects similar to the **Reunion Ridge Phase 1 Landscape Improvements** your Organization has completed in the past five years:

Project Name: Bellevue Avenue Median Improvements

Owner: Greenwood Village Phone Number: 303-486-5786  
 Engineer: Goodbee & Associates, Inc. Phone Number: 303-667-6985  
 Contract Amount: \$2,305,723 Contract Date: October 2019  
 Scope of Work: Landscape, Irrigation, Concrete & Electrical

Project Name: Green Valley Ranch F45

Owner: Oakwood Homes Phone Number: Chris Carlton - 512-994-5057

Engineer: Terracina Design Phone Number: 303-632-8867

Contract Amount: \$433,000 Contract Date: August 2018

Scope of Work: Landscape & Irrigation

Project Name: Promenade Park & Streetscape

Owner: Rampart Range Metro District Phone Number: 303-779-5710

Engineer: Consilium Design Phone Number: 303-224-9520

Contract Amount: \$2,800,000 Contract Date: July 2016

Scope of Work: Demolition, Earthwork, Concrete, Utility, Steel Fabrication, Play Equipment,  
Site Furnishings, Masonry, Retaining Walls, Fencing, Landscape & Irrigation

Project Name: Aurora - 2018 Medians Project

Owner: City of Aurora Phone Number: 303-396-3936

Engineer: John Sawatke Phone Number: 303-739-7164

Contract Amount: \$1,715,500 Contract Date: June 2018

Scope of Work: Landscape, Irrigation & Concrete

15. List the experience of the principal individuals and superintendents that will be assigned to this project (including the percentage of their time to be assigned to this project)?

NAME	POSITION	YEARS EXPERIENCE	PERCENT OF TIME
<u>Tom Brownfield</u>	<u>Division Mgr</u>	<u>25 Years</u>	<u>5%</u>
<u>Chris Stone</u>	<u>Project Mgr</u>	<u>23 Years</u>	<u>85%</u>
<u>Jim Brister</u>	<u>Estimator</u>	<u>12 Years</u>	<u>10%</u>

16. List the major equipment and the number of crews and the number of workers assigned to each crew that will be used for this project:

Skid Loaders, Skid Steers, Mini-Excavator, Grader

Crew = 8 to 12 Laborers, 1 Site Foreman

17. List subcontractors and suppliers providing services and/or materials to be furnished and a summarization of the dollar value of each subcontract:

Subcontractor/Supplier	Service/Materials	Dollar Value
<u>CPS Distributors</u>	<u>Irrigation</u>	<u>\$270K</u>
<u>Green Spot, Inc.</u>	<u>Plant Material</u>	<u>\$140K</u>
<u>Aggregate Logistics</u>	<u>Landscape Materials</u>	<u>\$170K</u>

18. List states and categories in which your organization is legally qualified to do business?

Colorado

---



---



---

19. Bank References:

Bank of Colorado - Alex Austin 720-356-4949

---

5201 Yosemite St

---

Greenwood Village, CO 80111

---

20. Trade References:

DBC Irrigation Supply 303-295-1777

---

Green Spot, Inc. - 303-772-5350

---

Aggregate Logistics - 720-584-1909

---

21. Name of bonding and insurance companies and name and address of agents: maximum bonding capacity. What portion remains of this bonding capacity at the time of submittal of the Bid?

Westfield Insurance Company - Surety

---

Moody Insurance Agency - Bonding Agent, 8055 E Tufts Ave, Ste 1000, Denver, CO 80237

---

\$10,000,000 - Aggregate, \$5,000,000 Single

---

22. List any OSHA citations and violations, past or pending, in which your organization has received within the past three years.

None

---



---



---

23. List any recordable injuries (OSHA 300 Log), which your organization has experienced in the past three years. Provide your OSHA 300 Log for the past three years.

See Attached

---



---



---

24. List your organizations current Worker's Compensation Experience Modifier Rate? .78

25. Does your organization have an established safety program? Yes If so, please provide.  
**\*\*\* Health & Safety Handbook can be sent upon request.**

26. The undersigned agrees to furnish, upon request by the Owner, within five (5) working days after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet, which must contain the following items:

Current Assets:

Cash  
 Joint Venture Accounts  
 Notes Receivable  
 Accounts Receivable  
 Accrued Interest on Notes  
 Deposits  
 Materials and Prepaid Expenses  
 Net Fixed Assets  
 Other Assets

Current Liabilities

Accounts Payable  
 Notes Payable  
 Accrued Interest on Notes  
 Provision for Income Taxes  
 Advances Received from Owners Accrued  
 Salaries  
 Accrued Payroll Taxes  
 Other Liabilities  
 Capital Stock  
 Authorized and Outstanding Shares Par Values  
 Earned Surplus

Date of Statement of Balance Sheet: December 31, 2019 (2020 Financial available in May)

Name of Firm Preparing Statement: Martin, Vejvoda & Associates

By (Agent and Capacity): \_\_\_\_\_



## OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2020

**U.S. Department of Labor**  
Occupational Safety and Health Administration  
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>3</u>	<u>2</u>
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>20</u>
(K)	(L)

### Injury and Illness Types

Total number of... (M)			
(1) Injury	<u>5</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment information

Your establishment name \_\_\_\_\_

Street 15440 East Fremont DriveCity Centennial State \_\_\_\_\_ Zip 80112

Industry description (e.g., Manufacture of motor truck trailers)

Landscape Design and Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

0782

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

### Employment information

Annual average number of employees 250Total hours worked by all employees last year 489,774

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Suzy Edwards

Company executive

HR

Title

(303) 721-9003

Phone

12/31/2021

Date

## OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>2</u>	<u>7</u>	<u>15</u>
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>27</u>	<u>156</u>
(K)	(L)

### Injury and Illness Types

Total number of... (M)			
(1) Injury	<u>22</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment information

Your establishment name

Street 15440 East Fremont DriveCity Centennial State \_\_\_\_\_ Zip 80112

Industry description (e.g., Manufacture of motor truck trailers)

Landscape Design and Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

0782

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

### Employment information

Annual average number of employees 200Total hours worked by all employees last year 462,129

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Suzy Edwards

Company executive

HR

Title

(303) 721-9003

Phone

12/31/2019

Date

## OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2018

**U.S. Department of Labor**  
Occupational Safety and Health Administration  
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>13</u>	<u>12</u>
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>14</u>	<u>153</u>
(K)	(L)

### Injury and Illness Types

Total number of... (M)			
(1) Injury	<u>25</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>1</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment information

Your establishment name

Street 15440 East Fremont DriveCity Centennial State \_\_\_\_\_ Zip 80112

Industry description (e.g., Manufacture of motor truck trailers)

Landscape Design and Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

0782

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

### Employment information

Annual average number of employees 200Total hours worked by all employees last year 443,550

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Suzy Edwards

Company executive

HR

Title

(303) 721-9003

Phone

12/31/2018

Date



# Balance Sheet

04/14/21

## Balance Sheet

Period 12 At December 2020

## Assets

### Current Assets

Checking - AmFirst 621392	\$1,915,090.54	
Payroll - AmFirst 615187	(22,974.35)	
AmFirst Money Market 612269	30,939.01	
Payroll-AmFirst 628703	(119,389.46)	
Checking - Bank of CO#2001053050	0.00	
Payroll - PPP #2001073294	1,141.86	
Credit Card - AmFirst 601391	620,900.71	
Line of Credit- AmFirst 85373	0.00	
Checking - Community 3803171	(13,245.30)	
Payroll - Community 3803155	(36,441.77)	
Payroll - AmFirst 601463	0.00	
Cash - AmFirst 604802	0.00	
Start Up Clearing	0.00	
Accounts Receivable	0.00	
Accounts Receivable	2,986,830.27	
Service Receivables	607,768.70	
Startup Receivables (AR and SR	0.00	
Accounts Receivable - H2B	0.00	
Other Short Term Receivables	4,329.00	
Allowance for Doubtful Accts	(14,000.00)	
Cost in Excess of Billings	73,268.00	
Unbilled Recv-Lght WIP	14,729.69	
Unbilled Recv - Maint WIP	12,510.00	
Unbilled Recv - Res WIP	(388,000.00)	
Inventory	0.00	
Startup Inventory	44,440.64	
AR Employee	72,863.32	
Apparel - EM	0.00	
Safety PPE - Em	0.00	
Fuel - Employee	1,625.00	
Refundable Deposits- Plans	3,750.00	
<b>Total Current Assets:</b>		<b>\$5,796,135.86</b>

## Balance Sheet

04/14/21

Continued...

**WIP Assets**

DO NOT USE	0.00	
<b>Total WIP Assets:</b>		<b>0.00</b>

**Long Term Assets**

Heavy Equipment	1,625,676.74
Vehicles	910,274.34
Shop Equipment	2,492,180.10
Tools	104,098.19
Office Equipment	49,018.45
Communication Equipment	106,855.64
Furniture & Fixtures	9,300.00
Buildings	192,064.76
Land	0.00
Leasehold improvement	0.00
<b>Total Long Term Assets:</b>	<b>5,489,468.22</b>

**Accumulated Depreciation**

Accum Dep'n Equipment	(314,859.02)
Accum Dep'n Vehicles	(1,020,693.24)
Accum Dep'n Shop Equipment	(2,184,120.07)
Accum Dep'n Tools	(41,540.88)
Accum Dep'n Office Equipment	(1,510.00)
Accum Dep'n Communication Eq	(110,577.30)
Accum Dep'n Furniture & Fxt	(45,621.46)
Accum Dep'n Buildings	(194,464.76)
<b>Total Accumulated Depreciation:</b>	<b>(3,913,386.73)</b>

**Net Long Term Assets:** **1,576,081.49**

**Other Assets**

Prepaid Taxes - FED Income	0.00
Deferred Income Tax - Current	0.00
Deferred Income Tax - LT	0.00
Prepaid Ins - Workmans Comp	17,980.00
Prepaid Insurance	(13,000.00)
Accounts Receivable - Jordan R	0.00
Goodwill	0.00

## Balance Sheet

04/14/21

Continued...

---

Accum Amortization of Goodwill	0.00	
Refundable Deposit - Utilities	0.00	
Accounts Receivable - Officer	0.00	
	<hr/>	
<b>Total Other Assets:</b>		<b>4,980.00</b>
		<hr/>
<b>Total Assets:</b>		<b>\$7,377,197.35</b>
		<hr/> <hr/>

## Liabilities

## Current Liabilities

Accounts Payable Trade	1,327,423.09	
Startup Accounts Payable	0.00	
DO NOT USE	0.00	
Accrued Expenses	(84,361.82)	
Excess of Billings Over Costs	117,279.00	
Sales Tax Payable	0.00	
FICA/FIT Payable	64,896.56	
State w/h Tax Payable	3,069.00	
Workmans Comp Payable	28,948.80	
SUTA Payable	6,590.29	
FUTA Payable	2,697.57	
Accrued Interest	0.00	
Accrued Warranty Expense	100,000.00	
Health Payable	2,141.85	
Aflac Payable	50.89	
Vision Payable	(469.96)	
Life Insurance Payable	(846.07)	
Dental Payable	(3,670.78)	
Garnishment Payable	30.23	
Accrued Payroll Expenses	342,145.56	
Accrued Sick Pay	0.00	
Executive Bonus Plan	0.00	
Federal Income Tax Payable	0.00	
State Income Tax Payable	0.00	
Curr Portion - Long Term Debt	391,530.56	
	<hr/>	
<b>Total Current Liabilities:</b>		<b>2,297,454.77</b>

## Long Term Liabilities

Heavy Equipment Loan	752,879.79
Notes Payable AmFirst 854190	1.48
Notes Payable - Bank of CO# 854767	0.00

## Balance Sheet

04/14/21

Continued...

---

Notes Payable - AmFirst 854258	0.00	
Ford Motor Credit - LT	0.00	
Notes Payable LT	0.00	
Notes Payable - AmFirst 853938	0.00	
Notes Payable - AmFirst 853898	0.00	
Notes Payable - AmFirst 853922	0.00	
Notes Payable - AmFirst 854282	739.00	
Notes Payable - NonCurrent	(391,530.56)	
Notes Payable - Bank of CO# 854535	61,568.76	
Notes Payable - Bank of CO# 854607	83,490.07	
Bank of CO - PPP Loan	1,357,000.00	
	<hr/>	
<b>Total Long Term Liabilities:</b>		<b>1,864,148.54</b>
		<hr/>
<b>Total Liabilities:</b>		<b>4,161,603.31</b>

## Equity

## Equity/Capital

Capital Stock	50.00
Additional Paid In Capital	81,615.23
Other Paid In Capital	0.00
Retained Earnings	8,617,184.60
GL Suspense	0.00
	<hr/>
<b>Subtotal Equity/Capital:</b>	<b>8,698,849.83</b>

## Owner's Drawing/Dividend

Dividends Paid	(6,701,548.20)
	<hr/>
<b>Total Owner's Drawing/Dividend:</b>	<b>(6,701,548.20)</b>

<b>Current Profit (Loss):</b>	<b>1,218,292.41</b>
-------------------------------	---------------------

<b>Total Equity/Capital:</b>	<b>3,215,594.04</b>
<b>Total Liabilities + Equity:</b>	<b>\$7,377,197.35</b>

---

**COLORADO DESIGNSCAPES, INC. AND  
ASCHERHAUER JORDAN ROAD, LLC**

**COMBINED FINANCIAL STATEMENT**

**DECEMBER 31, 2019**



## C O N T E N T S

Independent Auditors' Report

Combined Financial Statement

Balance Sheets

Notes to Combined Financial Statement



MARTIN, VEJVODA AND ASSOCIATES  
INCORPORATED

*Certified Public Accountants*

3443 SOUTH GALENA STREET • SUITE 200  
DENVER, COLORADO 80231

452

(303) 338-9277

FAX: (303) 338-9281

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholder and Member  
of Colorado DesignScapes, Inc. and Ascherhauer Jordan Road, LLC

We have audited the accompanying combined financial statement of Colorado DesignScapes, Inc. (an S Corporation) and Ascherhauer Jordan Road, LLC (a Limited Liability Company), which comprise the combined balance sheets as of December 31, 2019 and 2018, and the related notes to the combined financial statement.

### Management's Responsibility for the Combined Financial Statement

Management is responsible for the preparation and fair presentation of these combined balance sheets in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined balance sheets that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express an opinion on these combined balance sheets based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the combined balance sheets are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined balance sheets. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the combined balance sheets, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entities' preparation and fair presentation of the combined balance sheets in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entities' internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined balance sheets.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the combined balance sheets referred to above present fairly, in all material respects, the financial position of Colorado DesignScapes, Inc. and Ascherhauer Jordan Road, LLC as of December 31, 2019 and 2018, in accordance with accounting principles generally accepted in the United States of America.

*Martin Vejvoda and Associates*

Denver, Colorado  
April 14, 2020

**COLORADO DESIGNSCAPES, INC. AND  
ASCHERHAUER JORDAN ROAD, LLC**

**COMBINED BALANCE SHEETS  
DECEMBER 31, 2019 AND 2018**

<u>ASSETS</u>		
	<u>2019</u>	<u>2018</u>
<b>CURRENT ASSETS</b>		
Cash and Cash Equivalents	\$ 1,037,662	\$ 1,464,899
Accounts Receivable:		
Trade	2,923,184	2,723,329
Retainage	676,664	659,192
Employees	30,255	28,125
Other	24,329	7,224
	<u>3,654,432</u>	<u>3,417,870</u>
Less: Allowance for Doubtful Accounts	14,000	14,000
Total Accounts Receivable (Net)	<u>3,640,432</u>	<u>3,403,870</u>
Costs and Estimated Earnings in Excess of		
Billings on Uncompleted Contracts	72,177	132,773
Inventory	29,058	40,963
Prepaid Insurance	34,291	35,768
Deposits	8,420	74,475
Due from Stockholder	31,307	31,232
Total Current Assets	<u>4,853,347</u>	<u>5,183,980</u>
<b>PROPERTY AND EQUIPMENT - At Cost</b>		
Building	2,018,978	2,018,978
Land	893,999	893,999
Machinery and Equipment	4,160,503	3,127,834
Vehicles	1,000,002	1,075,780
Office Furniture and Equipment	165,174	155,874
Leasehold Improvements	192,065	192,065
	<u>8,430,721</u>	<u>7,464,530</u>
Less: Accumulated Depreciation	4,700,784	4,382,045
Total Property and Equipment (Net)	<u>3,729,937</u>	<u>3,082,485</u>
<b>OTHER ASSETS</b>		
Intangible Assets (Net)	6,486	7,805
Deposits	3,750	3,750
Total Other Assets	<u>10,236</u>	<u>11,555</u>
<b>TOTAL ASSETS</b>	<u>\$ 8,593,520</u>	<u>\$ 8,278,020</u>

See accompanying notes to combined financial statement.

LIABILITIES AND STOCKHOLDER'S AND MEMBER'S EQUITY

	<u>2019</u>	<u>2018</u>
<b>CURRENT LIABILITIES</b>		
Current Portion of Long-Term Debt	\$ 540,762	\$ 397,041
Accounts Payable:		
Trade	1,153,314	1,727,319
Retainage	27,036	69,010
Total Accounts Payable	1,180,350	1,796,329
Billings in Excess of Costs and Estimated		
Earnings on Uncompleted Contracts	151,961	273,413
Accrued Payroll and Payroll Taxes	108,784	115,189
Accrued Expenses	159,465	193,300
Accrued Bonus	208,972	93,125
Customer Deposits	104,565	38,000
Total Current Liabilities	<u>2,454,859</u>	<u>2,906,397</u>
<b>LONG-TERM LIABILITIES</b>		
Long-Term Debt, Less Current Portion	1,585,048	1,274,411
Refundable Deposits	13,530	13,530
Total Long-Term Liabilities	<u>1,598,578</u>	<u>1,287,941</u>
Total Liabilities	<u>4,053,437</u>	<u>4,194,338</u>
<b>STOCKHOLDER'S AND MEMBER'S EQUITY</b>		
Common Stock, No Par Value; 50,000 Shares		
Authorized; 500 Shares Issued	50	50
Member's Capital	975,819	839,058
Additional Paid-In Capital	81,615	81,615
Retained Earnings	3,482,599	3,162,959
Total Stockholder's and Member's Equity	<u>4,540,083</u>	<u>4,083,682</u>
<b>TOTAL LIABILITIES AND STOCKHOLDER'S AND MEMBER'S EQUITY</b>	<u>\$ 8,593,520</u>	<u>\$ 8,278,020</u>

See accompanying notes to combined financial statement.

**COLORADO DESIGNSCAPES, INC. AND  
ASCHERHAUER JORDAN ROAD, LLC**

**NOTES TO COMBINED FINANCIAL STATEMENT  
DECEMBER 31, 2019**

---

**1 Summary of Significant Accounting Policies and Nature of Business**

**Nature of Business**

Colorado DesignScapes, Inc. was incorporated in the state of Colorado in 1992. The Company provides commercial and residential landscape, architectural and related services in the Denver metropolitan area. Colorado DesignScapes, Inc., from time to time, operates using the trade names DesignScapes Colorado, Inc. and DesignScapes, Inc.

Ascherhauer Jordan Road, LLC is a rental real estate company organized in the state of Colorado in 2002.

**Principles of Combination**

The accompanying combined financial statement includes the accounts of Colorado DesignScapes, Inc. and Ascherhauer Jordan Road, LLC (referred to hereafter as "the Companies"). Intercompany accounts and transactions have been eliminated from the combined financial statement.

**Revenue and Cost Recognition**

Colorado DesignScapes, Inc.'s long-term contracts generally contain one performance obligation. Colorado DesignScapes, Inc. recognizes revenue throughout the completion of the contract and obligations because there is a continuous transfer of control to the customer.

Since control transfers over time, Colorado DesignScapes, Inc. recognizes revenue from Fixed Price and Modified Fixed Price construction contracts using the cost-to-cost input method, which measures progress towards completion of each performance obligation based on the percentage of costs incurred to date to the total estimated costs at completion. This method is used because management considers total cost to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that estimates used will change in the near term.

Contract costs include all direct materials, labor, subcontractor costs, and indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, equipment costs, and depreciation. Costs of inefficiencies, or wasted resources (material and labor), are excluded when measuring progress and expensed as incurred. Selling, general, and administrative expenses are expensed as incurred.

Estimated losses on uncompleted contracts are recognized in the period in which the losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income and are generally recognized in the period in which the revisions are determined.

Management assesses value to variable consideration at the most likely amount it expects to receive upon resolution of the uncertain factors to which the variable consideration is attributable.

**COLORADO DESIGNSCAPES, INC. AND  
ASCHERHAUER JORDAN ROAD, LLC**

**NOTES TO COMBINED FINANCIAL STATEMENT (CONTINUED)  
DECEMBER 31, 2019**

---

**1 Summary of Significant Accounting Policies and Nature of Business (Continued)**

**Revenue and Cost Recognition (Continued)**

Due to their effect on estimated profitability, these amounts are recognized in the transaction price in the current period to the extent where it is probable that a significant reversal of cumulative recognized revenue upon resolution will not occur. These factors include, but are not limited to, the impact of change orders, claims, contract disputes, and incentive fees or awards based upon the achievement of contractual performance criteria.

Colorado DesignScapes, Inc. warrants its work on a contract-by-contract basis, normally one year after acceptance. Management reviews potential warranty costs on a contract-by-contract basis and accrues costs if necessary.

The contract asset, "costs and estimated earnings in excess of billings on uncompleted contracts" represents revenues recognized in excess of amounts billed. The contract liability, "billings in excess of costs and estimated earnings on uncompleted contracts", represents billing in excess of revenues recognized.

Ascherhauer Jordan Road, LLC is a single-member LLC. Rental income and expenses are recognized on the cash basis.

**Inventory**

Inventory is valued at the lower-of-cost or net realizable value. Generally, cost is determined on the basis of average cost or first-in, first-out methods.

**Depreciation and Amortization**

The Companies use the straight-line method to compute depreciation on all property and equipment based on the estimated useful lives of the assets.

**Income Taxes**

Accounting principles generally accepted in the United States of America require an entity to disclose any material uncertain tax positions that management believes does not meet a "more-likely-than-not" standard of being sustained under an income tax audit, and to record a liability for any such taxes including penalty and interest. As of December 31, 2019, management has not identified any uncertain tax positions requiring any recording or disclosure.

The years open for tax authority examination are December 31, 2016 through December 31, 2019 for Federal purposes, and December 31, 2015 through December 31, 2019 for State purposes.

**Colorado DesignScapes, Inc.**

Effective January 1, 2015, the Company elected to be treated as an S Corporation under the provisions of the IRS Code. The regular earnings of an S Corporation are taxable to its stockholder. The Company is subject to a tax on certain built-in gains which existed on the effective date of the S Corporation election. These built-in gains are recognized when the related asset is disposed of or otherwise realized.

**COLORADO DESIGNSCAPES, INC. AND  
ASCHERHAUER JORDAN ROAD, LLC**

**NOTES TO COMBINED FINANCIAL STATEMENT (CONTINUED)  
DECEMBER 31, 2019**

---

**1 Summary of Significant Accounting Policies and Nature of Business (Continued)**

**Income Taxes (Continued)**

**Colorado DesignScapes, Inc. (Continued)**

The Company's books and income tax returns are prepared on the percentage-of-completion method. The Company has temporary differences between accelerated depreciation used for income tax purposes and straight-line methods used for combined financial statement reporting. The Company also has temporary differences related to certain accruals.

**Ascherhauer Jordan Road, LLC**

The Company's taxable earnings are calculated on the cash basis and reported on the sole member's individual income tax return.

**Cash and Cash Equivalents**

For the purposes of this combined financial statement, the Companies consider all investments with a maturity of three months or less when purchased to be cash equivalents.

**Concentration of Credit Risk**

Financial instruments that potentially subject the Companies to significant concentrations of credit risk consist primarily of cash investments and contract receivables. The Companies occasionally have cash balances in a financial institution in excess of FDIC insured limits.

At December 31, 2018, approximately 27% of Colorado DesignScapes, Inc.'s total accounts receivable were from two customers. The remaining contract receivables are generally diversified among owners and contractors and are contractual agreements.

Colorado DesignScapes, Inc. maintains the ability to lien certain projects if collection problems should arise.

**Allowance for Doubtful Accounts**

Contract receivables are recorded when invoices are issued and are presented in the balance sheet net of the allowance for doubtful accounts. Contract receivables are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Companies' historical losses, the existing economic conditions in the construction industry, and the financial stability of their customers. The allowance for doubtful accounts was \$14,000 and \$14,000 for the years ended December 31, 2019 and 2018, respectively.

**Operating Cycle**

In accordance with normal construction industry practice, Colorado DesignScapes, Inc. includes certain amounts related to construction contracts in current assets and current liabilities even when such amounts are realizable or payable over a period in excess of one year.

**COLORADO DESIGNSCAPES, INC. AND  
ASCHERHAUER JORDAN ROAD, LLC**

**NOTES TO COMBINED FINANCIAL STATEMENT (CONTINUED)  
DECEMBER 31, 2019**

**1 Summary of Significant Accounting Policies and Nature of Business (Continued)**

**Estimates**

The preparation of combined financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the combined financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates making it reasonably possible that a change in these estimates could occur in the near term.

**2 Costs and Estimated Earnings on Uncompleted Contracts**

**Colorado DesignScapes, Inc.**

	<u>2019</u>	<u>2018</u>
Costs Incurred and Estimate Earnings on Uncompleted Contracts	\$ 4,546,132	\$ 10,961,163
Less: Billings to Date	<u>4,625,916</u>	<u>11,101,803</u>
	<u>\$ (79,784)</u>	<u>\$ (140,640)</u>

Included in the accompanying combined balance sheets under the following captions:

	<u>2019</u>	<u>2018</u>
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	\$ 72,177	\$ 132,773
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	<u>(151,961)</u>	<u>(273,413)</u>
	<u>\$ (79,784)</u>	<u>\$ (140,640)</u>

**3 Property and Equipment**

A summary of property and equipment, at December 31, 2019, was as follows:

**Colorado DesignScapes, Inc.**

	<u>Cost</u>	<u>Accumulated Depreciation</u>	<u>Net</u>
Machinery and Equipment	\$4,160,503	\$2,368,920	\$ 1,791,583
Vehicles	1,000,002	775,893	224,109
Office Furniture and Equipment	165,174	144,509	20,665
Leasehold Improvements	<u>192,065</u>	<u>192,065</u>	<u>-</u>
	<u>\$ 5,517,744</u>	<u>\$ 3,481,387</u>	<u>\$ 2,036,357</u>



**COLORADO DESIGNSCAPES, INC. AND  
ASCHERHAUER JORDAN ROAD, LLC**

**NOTES TO COMBINED FINANCIAL STATEMENT (CONTINUED)  
DECEMBER 31, 2019**

**3 Property and Equipment (Continued)**

**Ascherhauer Jordan Road, LLC**

	<u>Cost</u>	<u>Accumulated Depreciation</u>	<u>Net</u>
Building	\$2,018,978	\$1,219,397	\$ 799,581
Land	893,999	-	893,999
	<u>\$2,912,977</u>	<u>\$1,219,397</u>	<u>\$1,693,580</u>

**4 Intangibles**

A summary of intangibles for Ascherhauer Jordan Road, LLC, at December 31, 2019, was as follows:

Loan Costs	\$ 15,830
Less: Accumulated Amortization	<u>9,344</u>
	<u>\$ 6,486</u>

Loan costs are being amortized over the twelve-year term of the debt.

**5 Line of Credit**

Colorado DesignScapes, Inc. has a revolving line of credit with a bank for \$1,250,000, with interest at a rate of 0.5% over The Wall Street Journal's prime rate (with a minimum rate of 4.5%). The line is secured by all accounts receivable and equipment; and, the stockholder and Ascherhauer Jordan Road, LLC are co-borrowers. The line of credit matures December 23, 2020.

At December 31, 2019, there was no outstanding balance on the line.

**6 Long-Term Debt**

Long-term debt consisted of the following:

	<u>2019</u>	<u>2018</u>
<u>Colorado DesignScapes, Inc.</u>		
Notes Payable - Due in monthly payments totaling \$830, including interest at a rate of 4.39%, maturing May, 2020, and secured by vehicles.	\$ 4,175	\$ 24,713
Notes Payable - Due in monthly payments totaling \$1,452, including interest at a rate of 6.84%, maturing April, 2023, and secured by vehicles.	51,681	-

**COLORADO DESIGNSCAPES, INC. AND  
ASCHERHAUER JORDAN ROAD, LLC**

**NOTES TO COMBINED FINANCIAL STATEMENT (CONTINUED)  
DECEMBER 31, 2019**

**6 Long-Term Debt (Continued)**

	<u>2019</u>	<u>2018</u>
<u>Colorado DesignScapes, Inc. (Continued)</u>		
Notes Payable - Due in monthly payments totaling \$10,473, including interest at rates ranging from 4.75% to 6.50%, mature between February, 2020 and December, 2023, and secured by equipment and vehicles. The stockholder and Ascherhauer Jordan Road, LLC are co-borrowers on the notes.	\$ 257,889	\$ 374,033
Notes Payable - Due in monthly payments totaling \$13,059, including interest at rates ranging from 4.87% to 5.95%, mature between June, 2021 and March, 2022, and secured by equipment.	193,084	299,949
Notes Payable - Due in monthly payments totaling \$17,313, including interest at rates ranging from 0% to 6.60%, mature between September, 2023 and December, 2024, and secured by equipment.	807,701	-
Note Payable - Due in monthly payments of \$1,644, including interest at a rate of 3.5%, matures December, 2019, and secured by equipment.	-	19,304
<u>Ascherhauer Jordan Road, LLC</u>		
Note Payable - Due in monthly payments of \$15,077, including interest at a rate of 4.30%, matures December, 2024, and secured by real estate. The member and Colorado DesignScapes, Inc. are co-borrowers on the note.	811,280	953,453
Total	2,125,810	1,671,452
Less: Current Portion	540,762	397,041
Total Long-Term Debt	<u>\$ 1,585,048</u>	<u>\$ 1,274,411</u>

Long-term debt matures as follows:

	<u>Colorado DesignScapes, Inc.</u>	<u>Ascherhauer Jordan Road, LLC</u>	<u>Combined</u>
<u>For the Years Ending:</u>			
December 31, 2020	\$ 391,531	\$ 149,231	\$ 540,762
December 31, 2021	368,058	155,776	523,834
December 31, 2022	257,975	162,608	420,583
December 31, 2023	231,338	169,739	401,077
December 31, 2024	65,628	173,926	239,554
	<u>\$ 1,314,530</u>	<u>\$ 811,280</u>	<u>\$ 2,125,810</u>

**COLORADO DESIGNSCAPES, INC. AND  
ASCHERHAUER JORDAN ROAD, LLC**

**NOTES TO COMBINED FINANCIAL STATEMENT (CONTINUED)  
DECEMBER 31, 2019**

**7 Operating Leases**

Colorado DesignScapes, Inc. leases vehicles and office equipment under operating leases of 36 to 60 months, with lease payments ranging from \$376 to \$2,202 per month.

Future minimum lease payments are as follows:

For the Years Ending:

December 31, 2020	\$ 399,737
December 31, 2021	315,382
December 31, 2022	191,269
December 31, 2023	25,302
	<u>\$931,690</u>

**8 Related Party**

Colorado DesignScapes, Inc. leases its office space from Ascherhauer Jordan Road, LLC for \$12,500 per month. The lease expires August, 2023. The intercompany transactions have been eliminated in this combined financial statement.

At December 31, 2019 and 2018, Colorado DesignScapes, Inc. had a receivable from its stockholder in the amount of \$31,307 and \$31,232, respectively.

**9 Owners' Equity**

Owners' equity before eliminations, at December 31, was summarized as follows:

	<u>2019</u>	<u>2018</u>
Colorado Designsapes, Inc.	\$ 3,564,264	\$ 3,244,624
Ascherhauer Jordan Road, LLC	975,819	839,058
Total Owners' Equity, Before Eliminations	<u>\$ 4,540,083</u>	<u>\$ 4,083,682</u>

**10 Revenue Recognition – FASB 606 – Implementation**

In May, 2014, the FASB issued Accounting Standards Update 2014-9 (Revenue From Contracts with Customers) Topic 606 with Amended ASUs. Known as ASC 606, it amends the existing accounting standards for revenue recognition. It establishes principles for recognizing revenue upon the transfer of promised goods and services to customers based upon the expected consideration to be received in exchange for those goods and services.

The Companies adopted this ASC effective January 1, 2019, using the modified retrospective transition method. The Companies applied the new revenue standard to all contracts not yet completed or substantially completed as of December 31, 2018, and determined the difference to revenue and cost recognition-related account balances under the new standard compared to the prior standard were immaterial. Accordingly, no adjustment to beginning retained earnings was necessary.

COLORADO DESIGNSCAPES, INC. AND  
ASCHERHAUER JORDAN ROAD, LLC

NOTES TO COMBINED FINANCIAL STATEMENT (CONTINUED)  
DECEMBER 31, 2019

---

**10 Revenue Recognition – FASB 606 – Implementation (Continued)**

Additionally, as a sub-section to ASC 606, incremental costs to obtain certain contracts may be required to be capitalized and amortized over the duration of the contract. Such costs were not material during the year ended December 31, 2019.

**11 Subsequent Events**

Subsequent events have been evaluated April 14, 2020, the date the combined financial statement was available to be issued.

**12 Working Capital (Deficit) and Current Ratios**

The Companies' working capital (deficit) and current ratios were as follows:

Colorado DesignScapes, Inc.

	<u>2019</u>	<u>2018</u>
Working Capital	<u>\$ 2,447,156</u>	<u>\$ 2,352,953</u>
Current Ratios	<u>2.06</u>	<u>1.85</u>

Ascherhauer Jordan Road, LLC

	<u>2019</u>	<u>2018</u>
Working Capital (Deficit)	<u>\$ (48,668)</u>	<u>\$ (75,370)</u>
Current Ratios	<u>0.67</u>	<u>0.47</u>

Combined

	<u>2019</u>	<u>2018</u>
Working Capital	<u>\$ 2,398,488</u>	<u>\$ 2,277,583</u>
Current Ratios	<u>1.98</u>	<u>1.78</u>

# Reunion Metropolitan District

## Construction Management Services for Landscaping Improvements in Reunion Ridge Filing 1



Civil Engineering & Planning

Construction Services

Landscape Architecture

Surveying

Transportation

Water Resources



**J·R ENGINEERING**

Service | Expertise | Quality



April 21, 2021

**Reunion Metropolitan District**

c/o Clayton Properties Group  
4908 Tower Road  
Denver, CO 80249

RE: Construction Management Services for the Landscaping and Irrigation Improvements associated with Reunion Ridge Filing #1

Dear Board of Directors:

On behalf of **JR Engineering**, I would like to thank you for this opportunity to assist the Reunion Metropolitan District with the Construction Management services associated with Landscaping Improvements located within Reunion Ridge Filing #1. Our team has immediate availability to meet your project goals and has similar experience in providing similar services for numerous Metropolitan Districts in the Denver area.

Mr. Trent Marshall, PE will serve as JR's Project Construction Manager during the construction phase of the project. Mr. Marshall has over 27 years of civil engineering and construction management experience, including nine years in the municipal environment, where he managed most of the transportation and construction CIP projects for the City of Northglenn.

Mrs. Michele Tom will provide all construction administration and observation services during construction of the District infrastructure. Mrs. Tom has 7 years of experience in the administration and observation of infrastructure projects for several metropolitan districts including Reunion. Mrs. Tom will be the primary point of contact during the construction phase of the project and will conduct all progress meetings, provide observations, and coordinate all RFI's and shop drawing reviews.

I will serve as Project Principal and will ensure that you are provided with the staff and resources necessary to complete the project within budget and on schedule.

We look forward to providing our services to you and in discussing the scope of work presented in this proposal. If additional information or clarification is needed to support our proposal, please do not hesitate to contact me at (303) 267-6220 or email at [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com).

Respectfully submitted,

**JR ENGINEERING, LLC**

Aaron L. Clutter, PE  
President



## WORK PLAN

### Project Understanding

Based on our understanding, the Reunion Metropolitan District will need to complete Landscaping and Irrigation Improvements within the Village 9 Reunion Ridge Filing #1. These improvements will include landscaping improvements to Phase I of Reunion Ridge and the Ragweed Draw. Improvements to Phase I will include landscaping and irrigation improvements along Vaughn Way and all of the improvements necessary to complete the Ragweed Draw:

- Installing an irrigation system;
- Installing sod;
- Playground Equipment and concrete;
- Retaining Walls;
- Planting trees and shrubs; and
- Maintaining the landscaping for one (1) year after completion

With this understanding of the construction, **JR Engineering** with our partner **GVR Landscape** will assist the Reunion Metropolitan District with managing the construction services associated with the District Landscaping Improvements listed above. The anticipated scope of services will include construction management, construction administration, construction observation, constructing testing, construction staking, and overall construction coordination. It is anticipated that the proposed construction and close-out will take approximately 9 months to complete. With this understanding of the project, we have prepared the following scope of services to assist the Metropolitan District during the bidding, construction phase, and closeout phase for the District Landscaping Improvements.

### Scope of Services

**Bidding Services:** **JR Engineering** with the assistance of **Green Valley Ranch Landscape (GVR)** will prepare the bid package for Landscaping and Irrigation Improvements within Reunion Ridge Filing #1. **JR Engineering** and our partners will perform the following tasks during the bid phase:

- Prepare Bid Documents to include the following documents:
  - Prepare Instructions to Bidders;
  - Prepare bid schedule
  - Prepare Contract documents to include the contract, general conditions, special conditions, and technical specifications; and
- During the Bidding Process **JR** will provide the following services:
  - **JR** will coordinate and upload all bidding documents on JR's FTP site and also utilize the Quest CDN services for all communications during the bidding process;
  - **JR** will answer bidder questions, provide clarifications to plans and specifications, and prepare addendum(s) if necessary;
  - **JR** will review the received bids and prepare a computerized bid tab of all bids received;
  - **JR** will conduct a reference check on the bidders;





- **JR** will prepare a recommendation letter to the Reunion Metropolitan District for Award of the project;
- **JR** will present the recommendation to the Reunion Board of Directors if desired;
- Once the board has approved award of a contract, JR will send out letters to all bidders;
- **JR** will coordinate with the awarded contractor(s) and District to obtain all signed contract documents, insurance, and bonds.

**Construction Management, Administration, Observation and Close-Out Services:** **JR Engineering** will assist the Metropolitan District during the construction phase of the Landscaping Improvements at Reunion located in Commerce City, Colorado. For the following scope of services we have estimated the proposed improvements will take approximately 9 months to complete. Specific services to be performed by **JR** are as follows:

**Review Contractor's Insurance and Bonds:** **JR** will review the Contractor's insurance certificates and performance and payment bonds, and forward to the District's legal counsel. The review is only for the purpose of determining if the Contractor maintains the general types and amounts of insurance required by the contract documents, and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.

**Pre-Construction Meetings:** **JR** personnel will conduct the pre-construction meetings with the City of Commerce City, Engineers, Contractors, surveyor, and the geotechnical engineer for this project. **JR** shall prepare an agenda for the meetings, and record, prepare and distribute meeting minutes. The pre-construction meeting shall include discussion of the following:

- Clarification of any items in the plans or specifications;
- Exchange names and phone numbers of contact personnel;
- Establish a time and place for weekly progress meetings;
- Request and review the construction schedule provided by the Contractor;
- Request and review all work safety and construction traffic control plans;
- Establish with the contractor the process and dates for submitting pay requests;
- Establish a process for requesting information and responding to such requests; and
- Any other special construction conditions will be clarified.

**JR** will ensure that all permits, safety plans, easements, or other required information are in place prior to construction.

**Construction Progress Meetings:** **JR** personnel will conduct weekly progress meetings with the Contractor. **JR** will schedule, prepare and distribute written meeting minutes and conduct the progress meetings. These meetings shall address:

- Project Coordination;
- Construction issues that need resolved;
- Work completed since last meeting;
- Problems encountered and recommended solutions;
- Review of alternatives;
- Anticipated delays and late activities;
- Activities required by the next progress meeting; and
- Discuss and update the schedule and revise as necessary.



**Construction Scheduling:** JR will review the Contractor's construction schedules, activity sequence, and construction procedures.

**Pay Request Review:** JR personnel will review and approve pay requests forwarded from the Contractor. JR will forward the application for payment along with a recommendation for approval to the District. JR's review shall be for the purpose of providing a general review of the payment request. JR will also review and verify quantities of work performed during the pay request period.

**Change Order Request Review:** JR will provide documentation and administer the processing of change orders, including pay applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of the District.

**Review of Inspections, Reports, Cut Sheets, and Tests:** JR will receive certifications of inspection, field tests, and observation reports, survey cut sheets, and approvals. Review the QA/QC documentation reports for general conformance with applicable specifications and transmit them to the District, and City. JR will also prepare and distribute monthly progress reports to the District of the general construction progress.

**Shop Drawing Review/Respond to RFI's:** JR personnel will review any necessary shop drawings, material submittals, or traffic control plans submitted by the contractor for general compliance with the design concept. JR will also coordinate with applicable parties (owners, utilities, designers) and prepare a written response to the Contractor's Request for Information. We will maintain a shop drawing and RFI log during construction.



**Construction Observation and Inspection:** JR personnel shall visit the project at appropriate intervals to observe progress of the work and field check for general conformance to the construction documents.

**Construction Design and Field Change Notices:** JR shall serve as liaison between the District and the Contractor in providing interpretation of the construction documents, transmitting clarifications and resolving field conflicts. As needed, JR personnel will prepare and issue Design Change Notices or Field Change Notices during construction. We will also maintain an updated plan set at all times.

**Recommend Substantial Completion and Final Acceptance:** Upon substantial completion, JR will perform a final walkthrough of the project with the Contractors to prepare a punchlist of those items to be completed or corrected before final completion of the project.



Upon completion or correction of the items of work on the punch-list, JR will conduct a final review to determine if the work is completed. JR will then provide a written recommendation concerning final payment to the District including a list of items, if any, to be completed prior to making such payment. We will also obtain any necessary lien waivers and advertise the final payment.



**Warranty Inspections:** JR will conduct and inspect the constructed facilities with the Contractor during the month prior to the warranty period. JR will then provide a written punch list, if needed, to the District and complete the necessary paperwork to release the District and Contractor for any future liabilities with the constructed improvements.

**Project Closeout:** Upon satisfactory completion of all punch list items, JR will submit to the District all as-built records. JR will obtain from the contractor any release, bonds, waivers, or affidavits required by the contract documents. After securing the documents from the contractor, JR will close-out the project with the District and will turn over to the District all daily journals, documentation, red-lined construction drawings, all pay requests, change orders, design change notifications, and other information requested by the District.

---

**Material Testing Services:** JR Engineering will solicit a bid from AG Wassenaar during the construction bidding process to provide Material Testing Services during construction. Based on previous history the testing services typically range **0.50% - 3.0%** of construction costs depending on the total amount of construction and production. Within the cost of services summary we have included a budget for **0.50%** for providing testing services.

**Construction Staking Services:** JR Engineering will provide construction staking services for the District Landscaping and Irrigation Improvements as needed. Below we have included the anticipated scope of services we would provide for the district Landscaping Improvements.

**Irrigation Points of Connection:** Provide stakes for irrigation points of connections.

**Retaining Walls:** Provide points for the footing and top of walls

**Playground Concrete and Equipment:** Provide points for concrete structures and playground equipment.

**As-Built Survey:** Provide as-built survey information to the Landscape Architects to complete Record Drawings.

**Office Calculations and Construction Coordination:** Office support for field calculations as required for construction staking and as-builts. Construction coordination for scheduling of crews with the contractor.



## Cost of Services Summary

Compensation for the services will be billed on a not to exceed percentage (%) basis of the **Actual Construction Costs** Built for the Reunion Metropolitan District. Currently the estimated construction costs are **\$2.55 million**. The following is our proposed not to exceed fee percentages for Construction Management, Construction Administration and Construction Staking for the District Landscape improvements.

### JR ENGINEERING SERVICES COST:

<u>Task 100 – Bidding (1.00%)</u>	\$25,500
<u>Task 200 – Construction Management &amp; Administration (6.00%)</u>	\$153,000
<u>Task 300 – Construction Staking (1.00%)</u>	\$25,500
<u>Task 300 – Construction Testing 0.50%)</u>	\$12,750
<b><u>Total (8.50%)</u></b>	<b>~\$216,750</b>

## Assumptions

### Reimbursable Expenses:

1. The above fixed fee amounts include Reimbursable Expense Budgets. The reimbursable cost budgets include reproduction of plans, vehicle mileage, miscellaneous delivery costs, and advertisements in the newspaper.

### Construction Management Assumptions:

1. By performing the scope of services, **JR** shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. **JR** shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. **JR** shall have authority and responsibility to reject and/or accept Contractor's workmanship and materials.
2. **JR** has estimated that the construction of the proposed improvements will take approximately 6-8 months to construct. If additional time is necessary beyond the 8 months this will be considered an additional service and discussed with the District.



# GVR LANDSCAPE PROPOSAL FOR SERVICES

## REUNION RIDGE LANDSCAPE PHASE I

### OVERVIEW

GVR Landscape is pleased to submit this proposal for services to support Reunion Metro District and Oakwood Homes in creating landscapes that are an optimum landscape solution during construction and for the community homeowners and managers for years to come.

### Services

- Provide pre-construction services: design value engineering opportunities, product evaluations, assist in foreseeing scope gaps, bid document creations, bid RFI Q&A, bid evaluations and recommendations, project scheduling.
- Provide construction services: Site visits to address questions and that best practices are being used, scope questions, change order solution validation/alternatives, and schedule coordination.
- Provide post construction services: As built plan analysis, irrigation programming, water conservation tools utilized, system grounding integrity.

### PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for ## days from the date of this proposal:

Services	% of Landscape base project cost
Preconstruction Services	2%
Construction Services	2%
Post Construction Services	1%
<b>Total Project Longevity Cost</b>	<b>5%</b>

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Additional costs incurred beyond original contract amount are not subject to this proposal fee schedule.

### QUALIFICATIONS

GVR Landscape is continually proven to be an industry leader for high quality/guaranteed product/service in the following ways:

- Sustainable Landscape Management Certification – proper installation and maintenance practices to conserve resources and maximize the natural beauty of our Colorado landscapes.
- Rain Bird Select Contractor – trained and certified by irrigation equipment manufacturer.

- Currently involved in various depths in all current Oakwood homes projects as well as sustained metro districts over the past 5 years. Constantly striving for improved outcomes for Metro district, Oakwood, and end users.
- Successful installation and management of Reunion F18, F20, and ongoing projects F34 and F36.
- GVR Landscape has experienced staff with decades of experience, industry relevant degrees and accreditations from reputable universities, organizations, and associations nationwide. Our people are smart, capable and strive to improve their skillset and industry knowledge. Each member of our company has a team mentality. The success and development of every associate is our top priority.

We look forward to working with Reunion Metro District and Oakwood Homes in creating landscapes that are an optimum landscape solution during construction and for the community homeowners and managers for years to come. And supporting the Metro districts mission of taking over quality projects that will not be a burden to the overall communities.

If you have questions on this proposal, feel free to contact Jerrod Scott at your convenience by email at [JScott@GVRlandscape.com](mailto:JScott@GVRlandscape.com) or by phone at (307) 287-2511.

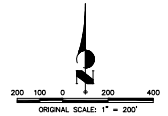
Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'J Scott', with a stylized flourish at the end.

Jerrod Scott  
Project Manager, Business Development and Strategy



# **REUNION RIDGE FILING 1** **COMMERCE CITY, COLORADO** **SACW&SD TAPS LOCATION EXHIBIT**



TAPS LOCATION  
 REUNION RIDGE FILING 1  
 JOB NO. 14421.29  
 4/26/2021  
 SHEET 1 OF 1



Central 303-740-0000 • Colorado Springs 719-593-2985  
 Fort Collins 970-695-2888 • [www.jr-engineering.com](http://www.jr-engineering.com)



**INDEPENDENT CONTRACTOR AGREEMENT**  
**(CONSTRUCTION MANAGEMENT SERVICES FOR LANDSCAPING IMPROVEMENTS**  
**IN REUNION RIDGE FILING 1)**

---

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 4<sup>th</sup> day of May, 2021, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and JR ENGINEERING, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

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

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

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

**TERMS AND CONDITIONS**

1. **SCOPE OF SERVICES; PERFORMANCE STANDARDS.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District

in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. **TERM/RENEWAL.** This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2021. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. **ADDITIONAL SERVICES.** The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. **REPAIRS/CLAIMS.** The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. **GENERAL PERFORMANCE STANDARDS.**

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience

and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. **MONTHLY STATUS REPORT.** The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

## 7. **COMPENSATION AND INVOICES.**

a. **Compensation.** Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the

District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10<sup>th</sup> of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes),

workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. **EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor 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 Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

#### 11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

## 12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. **"Personal Identifying Information"** means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.



14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting

party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:

Reunion Metropolitan District  
c/o CliftonLarsonAllen  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111  
Attention: Matt Urkowski  
Phone: (303) 265-7919  
Email: matt.urkowski@claconnect.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Attention: Kristen D. Bear, Esq.  
Phone: (303) 858-1800  
E-mail: kbear@wbapc.com

Contractor:

JR ENGINEERING, LLC  
7200 S. Alton Way, Suite C400  
Centennial, CO 80112  
Attention: Aaron L. Clutter, PE  
Phone: (303) 740-9393

Email: aclutter@jrengineering.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act

in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is

the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow].*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**

REUNION METROPOLITAN DISTRICT, a  
quasi-municipal corporation and political  
subdivision of the State of Colorado

---

Officer of the District

ATTEST:

---

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Construction  
Management Services for Landscaping Improvements in Reunion Ridge Filing 1 Services  
with JR Engineering, LLC, dated May 4, 2021*



**CONTRACTOR:**

JR ENGINEERING, LLC, a Colorado limited liability company

---

Printed Name

Title

STATE OF COLORADO )  
 )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as the \_\_\_\_\_ of JR ENGINEERING, LLC.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

---

---

Notary Public

***Contractor's Signature Page to Independent Contractor Agreement for Construction Management Services for Landscaping Improvements in Reunion Ridge Filing 1 with Reunion Metropolitan District, dated May 4, 2021***

**EXHIBIT A****SCOPE OF SERVICES/COMPENSATION SCHEDULE**

# Reunion Metropolitan District

## Construction Management Services for Landscaping Improvements in Reunion Ridge Filing 1



Civil Engineering & Planning  
Construction Services  
Landscape Architecture  
Surveying  
Transportation  
Water Resources



Service | Expertise | Quality



April 21, 2021

**Reunion Metropolitan District**  
c/o Clayton Properties Group  
4908 Tower Road  
Denver, CO 80249

RE: Construction Management Services for the Landscaping and Irrigation Improvements associated with Reunion Ridge Filing #1

Dear Board of Directors:

On behalf of **JR Engineering**, I would like to thank you for this opportunity to assist the Reunion Metropolitan District with the Construction Management services associated with Landscaping Improvements located within Reunion Ridge Filing #1. Our team has immediate availability to meet your project goals and has similar experience in providing similar services for numerous Metropolitan Districts in the Denver area.

Mr. Trent Marshall, PE will serve as JR's Project Construction Manager during the construction phase of the project. Mr. Marshall has over 27 years of civil engineering and construction management experience, including nine years in the municipal environment, where he managed most of the transportation and construction CIP projects for the City of Northglenn.

Mrs. Michele Tom will provide all construction administration and observation services during construction of the District infrastructure. Mrs. Tom has 7 years of experience in the administration and observation of infrastructure projects for several metropolitan districts including Reunion. Mrs. Tom will be the primary point of contact during the construction phase of the project and will conduct all progress meetings, provide observations, and coordinate all RFI's and shop drawing reviews.

I will serve as Project Principal and will ensure that you are provided with the staff and resources necessary to complete the project within budget and on schedule.

We look forward to providing our services to you and in discussing the scope of work presented in this proposal. If additional information or clarification is needed to support our proposal, please do not hesitate to contact me at (303) 267-6220 or email at [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com).

Respectfully submitted,

**JR ENGINEERING, LLC**

Aaron L. Clutter, PE  
President

7200 South Alton Way, Suite C400 Centennial, CO 80112  
303-740-8393 • Fax: 303-721-9019 • [www.jrengineering.com](http://www.jrengineering.com)

## WORK PLAN

### Project Understanding

Based on our understanding, the Reunion Metropolitan District will need to complete Landscaping and Irrigation Improvements within the Village 9 Reunion Ridge Filing #1. These improvements will include landscaping improvements to Phase I of Reunion Ridge and the Ragweed Draw. Improvements to Phase I will include landscaping and irrigation improvements along Vaughn Way and all of the improvements necessary to complete the Ragweed Draw:

- Installing an irrigation system;
- Installing sod;
- Playground Equipment and concrete;
- Retaining Walls;
- Planting trees and shrubs; and
- Maintaining the landscaping for one (1) year after completion

With this understanding of the construction, JR Engineering with our partner GVR Landscape will assist the Reunion Metropolitan District with managing the construction services associated with the District Landscaping Improvements listed above. The anticipated scope of services will include construction management, construction administration, construction observation, constructing testing, construction staking, and overall construction coordination. It is anticipated that the proposed construction and close-out will take approximately 9 months to complete. With this understanding of the project, we have prepared the following scope of services to assist the Metropolitan District during the bidding, construction phase, and closeout phase for the District Landscaping Improvements.

### Scope of Services

**Bidding Services:** JR Engineering with the assistance of Green Valley Ranch Landscape (GVR) will prepare the bid package for Landscaping and Irrigation Improvements within Reunion Ridge Filing #1. JR Engineering and our partners will perform the following tasks during the bid phase:

- Prepare Bid Documents to include the following documents:
  - Prepare Instructions to Bidders;
  - Prepare bid schedule
  - Prepare Contract documents to include the contract, general conditions, special conditions, and technical specifications; and
- During the Bidding Process JR will provide the following services:
  - JR will coordinate and upload all bidding documents on JR's FTP site and also utilize the Quest CDN services for all communications during the bidding process;
  - JR will answer bidder questions, provide clarifications to plans and specifications, and prepare addendum(s) if necessary;
  - JR will review the received bids and prepare a computerized bid tab of all bids received;
  - JR will conduct a reference check on the bidders;

Scope of Services



JR ENGINEERING



- JR will prepare a recommendation letter to the Reunion Metropolitan District for Award of the project;
- JR will present the recommendation to the Reunion Board of Directors if desired;
- Once the board has approved award of a contract, JR will send out letters to all bidders;
- JR will coordinate with the awarded contractor(s) and District to obtain all signed contract documents, insurance, and bonds.

**Construction Management, Administration, Observation and Close-Out Services:** JR Engineering will assist the Metropolitan District during the construction phase of the Landscaping Improvements at Reunion located in Commerce City, Colorado. For the following scope of services we have estimated the proposed improvements will take approximately 9 months to complete. Specific services to be performed by JR are as follows:

**Review Contractor's Insurance and Bonds:** JR will review the Contractor's insurance certificates and performance and payment bonds, and forward to the District's legal counsel. The review is only for the purpose of determining if the Contractor maintains the general types and amounts of insurance required by the contract documents, and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.

**Pre-Construction Meetings:** JR personnel will conduct the pre-construction meetings with the City of Commerce City, Engineers, Contractors, surveyor, and the geotechnical engineer for this project. JR shall prepare an agenda for the meetings, and record, prepare and distribute meeting minutes. The pre-construction meeting shall include discussion of the following:

- Clarification of any items in the plans or specifications;
- Exchange names and phone numbers of contact personnel;
- Establish a time and place for weekly progress meetings;
- Request and review the construction schedule provided by the Contractor;
- Request and review all work safety and construction traffic control plans;
- Establish with the contractor the process and dates for submitting pay requests;
- Establish a process for requesting information and responding to such requests; and
- Any other special construction conditions will be clarified.

JR will ensure that all permits, safety plans, easements, or other required information are in place prior to construction.

**Construction Progress Meetings:** JR personnel will conduct weekly progress meetings with the Contractor. JR will schedule, prepare and distribute written meeting minutes and conduct the progress meetings. These meetings shall address:

- Project Coordination;
- Construction issues that need resolved;
- Work completed since last meeting;
- Problems encountered and recommended solutions;
- Review of alternatives;
- Anticipated delays and late activities;
- Activities required by the next progress meeting; and
- Discuss and update the schedule and revise as necessary.

Scope of Services



JR ENGINEERING

**Construction Scheduling:** JR will review the Contractor's construction schedules, activity sequence, and construction procedures.

**Pay Request Review:** JR personnel will review and approve pay requests forwarded from the Contractor. JR will forward the application for payment along with a recommendation for approval to the District. JR's review shall be for the purpose of providing a general review of the payment request. JR will also review and verify quantities of work performed during the pay request period.

**Change Order Request Review:** JR will provide documentation and administer the processing of change orders, including pay applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of the District.

**Review of Inspections, Reports, Cut Sheets, and Tests:** JR will receive certifications of inspection, field tests, and observation reports, survey cut sheets, and approvals. Review the QA/QC documentation reports for general conformance with applicable specifications and transmit them to the District, and City. JR will also prepare and distribute monthly progress reports to the District of the general construction progress.

**Shop Drawing Review/Respond to RFI's:** JR personnel will review any necessary shop drawings, material submittals, or traffic control plans submitted by the contractor for general compliance with the design concept. JR will also coordinate with applicable parties (owners, utilities, designers) and prepare a written response to the Contractor's Request for Information. We will maintain a shop drawing and RFI log during construction.



**Construction Observation and Inspection:** JR personnel shall visit the project at appropriate intervals to observe progress of the work and field check for general conformance to the construction documents.

**Construction Design and Field Change Notices:** JR shall serve as liaison between the District and the Contractor in providing interpretation of the construction documents, transmitting clarifications and resolving field conflicts. As needed, JR personnel will prepare and issue Design Change Notices or Field Change Notices during construction. We will also maintain an updated plan set at all times.

**Recommend Substantial Completion and Final Acceptance:** Upon substantial completion, JR will perform a final walkthrough of the project with the Contractors to prepare a punchlist of those items to be completed or corrected before final completion of the project.



Upon completion or correction of the items of work on the punch-list, JR will conduct a final review to determine if the work is completed. JR will then provide a written recommendation concerning final payment to the District including a list of items, if any, to be completed prior to making such payment. We will also obtain any necessary lien waivers and advertise the final payment.

Scope of Services



JR ENGINEERING



**Warranty Inspections:** JR will conduct and inspect the constructed facilities with the Contractor during the month prior to the warranty period. JR will then provide a written punch list, if needed, to the District and complete the necessary paperwork to release the District and Contractor for any future liabilities with the constructed improvements.

**Project Closeout:** Upon satisfactory completion of all punch list items, JR will submit to the District all as-built records. JR will obtain from the contractor any release, bonds, waivers, or affidavits required by the contract documents. After securing the documents from the contractor, JR will close-out the project with the District and will turn over to the District all daily journals, documentation, red-lined construction drawings, all pay requests, change orders, design change notifications, and other information requested by the District.

---

**Material Testing Services:** JR Engineering will solicit a bid from AG Wassenaar during the construction bidding process to provide Material Testing Services during construction. Based on previous history the testing services typically range 0.50% - 3.0% of construction costs depending on the total amount of construction and production. Within the cost of services summary we have included a budget for 0.50% for providing testing services.

**Construction Staking Services:** JR Engineering will provide construction staking services for the District Landscaping and Irrigation Improvements as needed. Below we have included the anticipated scope of services we would provide for the district Landscaping Improvements.

**Irrigation Points of Connection:** Provide stakes for irrigation points of connections.

**Retaining Walls:** Provide points for the footing and top of walls

**Playground Concrete and Equipment:** Provide points for concrete structures and playground equipment.

**As-Built Survey:** Provide as-built survey information to the Landscape Architects to complete Record Drawings.

**Office Calculations and Construction Coordination:** Office support for field calculations as required for construction staking and as-builts. Construction coordination for scheduling of crews with the contractor.

Scope of Services



JR ENGINEERING

### Cost of Services Summary

Compensation for the services will be billed on a not to exceed percentage (%) basis of the **Actual Construction Costs** Built for the Reunion Metropolitan District. Currently the estimated construction costs are **\$2.55 million**. The following is our proposed not to exceed fee percentages for Construction Management, Construction Administration and Construction Staking for the District Landscape improvements.

#### JR ENGINEERING SERVICES COST:

<u>Task 100 – Bidding (1.00%)</u>	\$25,500
<u>Task 200 – Construction Management &amp; Administration (5.00%)</u>	\$127,500
<u>Task 300 – Construction Staking (1.00%)</u>	\$25,500
<u>Task 300 – Construction Testing 0.50%)</u>	\$12,750
<b><u>Total (7.50%)</u></b>	<b>~\$191,250</b>

### Assumptions

#### Reimbursable Expenses:

1. The above fixed fee amounts include Reimbursable Expense Budgets. The reimbursable cost budgets include reproduction of plans, vehicle mileage, miscellaneous delivery costs, and advertisements in the newspaper.

#### Construction Management Assumptions:

1. By performing the scope of services, JR shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. JR shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. JR shall have authority and responsibility to reject and/or accept Contractor's workmanship and materials.
2. JR has estimated that the construction of the proposed improvements will take approximately 6-8 months to construct. If additional time is necessary beyond the 8 months this will be considered an additional service and discussed with the District.

Cost of Services



JR ENGINEERING

**EXHIBIT A-1**

CONTRACTOR'S COMPLETED W-9

## EXHIBIT B

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;
  - d. broad form property damages, including completed operations;
  - e. medical payments;
  - f. products and completed operations;
  - g. independent consultants coverage;
  - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

**EXHIBIT B-1**  
CERTIFICATE(S) OF INSURANCE

**EXHIBIT C****CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE****OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO****CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**JR ENGINEERING, LLC**

is a

Limited Liability Company

formed or registered on 12/29/1999 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19991245988 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/27/2021 that have been posted, and by documents delivered to this office electronically through 04/28/2021 @ 13:34:32 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/28/2021 @ 13:34:32 in accordance with applicable law. This certificate is assigned Confirmation Number 13132574 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



**REUNION METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA
5/4/2021	Update to Board Communication from 7/22/2020 regarding ERU and SACWSD tap fees for Phases 1A and 1B of Reunion Filing 37.	

**INITIATED BY**

Aaron Clutter

**STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Board should consider the following:

1. Approve funding for the updated ERUs and tap size required for Tract C (Tap #8) of Filing 37 based on changes made to the product and updated irrigation demands.

Attached to this board communication is Attachment A, which is the new tap quote for Tap #8, Attachment B which includes the first two pages of the Board Communication from July 22, 2020, and Attachment C which is the Assignment and Bill of Sale for 32.95 ERUs from Clayton to Reunion Metropolitan District.

**It should be noted that there are still five taps in this filing that will require future sizing and approvals.**

**BACKGROUND INFORMATION**

A late change was made to the home product that is served by Tract C (Tap #8) of Filing 37 which resulted in increased irrigation demands, thereby requiring an increase in ERUs and tap size for this area. A new tap quote sheet was provided by SACWSD on April 22, 2021. The address for this tap is 16300 E 111<sup>th</sup> Drive.

The previous tap size was ¾" and required .42 ERUs.

The updated tap size is 2" and requires 20.31 ERUs.

**FINANCIAL DETAILS**

See the table below for a summary of the ERU and tap costs associated with Taps #1, #2, #8, and #9, and the additional costs associated with Tap #8 being requested for approval.

Tap Designation	Previously Approved ERUs	Previously Approved Taps	Updated ERUs	Updated Taps
Tap #1 Tract A	19.43	\$102,530.87	19.43	\$102,530.87
Tap #2 Tract H	11.99	\$63,415.91	11.99	\$63,415.91
Tap #8 Tract C	0.42	\$3,086.78	20.31	\$155,363.87
Tap #9 Tract CC	1.11	\$6,680.99	1.11	\$6,680.99
<b>TOTALS</b>	<b>32.95</b>	<b>\$175,714.55</b>	<b>52.84</b>	<b>\$327,991.64</b>

In summary, the total number of ERUs to be approved for the four taps listed is 52.84, which has increased by 19.89 ERUs since previously approved in July of 2020. The cost per ERU is currently valued at \$6,850, so the additional cost for ERUs is \$136,246.50.

The updated tap cost has increased by \$152,277.09.

**The total requested costs to be approved are as follows:**

Additional ERUs for Tap #8 = \$136,246.50

Additional Costs for Tap #8 = \$152,277.09

**Total = \$288,523.59**

Amount Previously Approved for Tap #1, #2, #8, and #9 in the previous board meeting is \$175,714.55.

The above financials do not include SACW&SD Tap and ERU costs associated with Landscaping Phases 2B, 2C, 3, 4A, 5, 6, & 7. This information will be presented at a future board meeting once the tap quotes have been received by SACW&SD.

## QUOTE SHEET



6595 E 70<sup>TH</sup> AVENUE  
 COMMERCE CITY CO 80022  
 Phone (303)288-2646

DATE: APRIL 22, 2021

TO:  
 OAKWOOD HOMES/REUNION METRO DISTRICT  
 ATTN: ARDELL PRINS

ACCT#0908152.00

FOR:  
 16300 E 111<sup>TH</sup> DRIVE  
 REUNION VILLAGE 7B, FILING 37, TRACT C  
 COMMERCE CITY CO 80022

ERUS REQUIRED: 20.31 (FRICO)

## DESCRIPTION

## AMOUNT

2" IRRIGATION WATER TAP – BASED ON 4.35 AC

155363.87

*FEES ABOVE INCLUDE INSPECTION AND INSTALLATION OF  
 WATER METER ONLY. ALL OTHER INFRASTRUCTURE IS  
 RESPONSIBILITY OF OWNER/CONTRACTOR AND MUST BE  
 INSPECTED BY THE DISTRICT.*

TOTAL: \$155,363.87

The quotes or rates shown above are estimates only and are based upon the preliminary information available to the District at the time of the quote. The actual fees charged for service may vary from the amounts shown. If the actual water usage is higher than what was estimated during the development review process, the property owner will be responsible to pay additional connection fees, and possibly acquire additional water resources, to compensate for the higher water usage. The District reserves the right to make changes at any time to its quotes or fees for its service, without incurring any obligations or liabilities, and the quotes are further subject to the full application **of the District's** Rules and Regulations.

Connection fees must be paid at the time of the initial plumbing inspection; meter pits will be inspected and meters will be placed at the time of payment. Please submit payment with the following: a signed copy of this quote sheet, a copy of the building permit, the Meter Pit Certification of Completeness form and the Service Commitment Agreement (if applicable). I understand the connection fees and other charges as included in this quote sheet. I acknowledge that the quote is only representative of the fees in place at this time, and final fees will be based on the connection fees in place at the time we are ready for our rough-in plumbing inspection. I further acknowledge that I, and future property owners will be responsible for additional connection fees and water resources should the actual water usage be higher than what is proposed on this sheet."

THIS QUOTE IS EFFECTIVE 4/1/21 AND GOOD THROUGH 12/31/21, UNLESS OTHERWISE CHANGED BY THE DISTRICT.

Property Owner/Printed Name

Signature

Title

Date

## ATTACHMENT B

**REUNION METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA
7/22/2020	Award of Construction and Administration Services Contracts to install irrigation and landscape improvements for Filing 37 at 112 <sup>th</sup> Avenue and Parkside Drive North located in NRMD#3.	

INITIATED BY
Aaron Clutter

STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS
<p>Board should consider the following:</p> <ol style="list-style-type: none"> <li>1. Award a construction contract to the lowest responsive bidder to construct the following improvements: <ul style="list-style-type: none"> <li>• Phase 1A &amp; 1B - 2020 landscape improvements, which include tree lawn and open space landscape, site prep, fine grading, irrigation, sod, and a one-year maintenance of the landscaping and irrigation improvements installed.</li> <li>• Phases 2B,2C,3,4A,5,6,7 – 2021-2022 landscape improvements, which included tree lawn and open space landscape, site prep, fine grading, irrigation, sod, concrete flatwork, a park area including site furnishings, play equipment, structures &amp; sporting equipment, and a one-year maintenance of the landscaping and irrigation improvements installed.</li> </ul> </li> </ol> <p>Attached to this board communication is a separate Evaluation of Bids prepared by JR Engineering; JR Engineering recommends awarding the contract to <b>Brightview Landscape Development</b>.</p> <ol style="list-style-type: none"> <li>2. Entering into a consultant agreement with JR Engineering to manage, administer, and inspect the construction of the Filing 37 Landscape Improvements including staking as needed. A detailed scope and fees are attached to this board communication for review and consideration.</li> </ol>

### BACKGROUND INFORMATION

The following ERU's and SACWSD tap fees associated with Phases 1A & 1B have been approved by RMD for Tracts A, C, CC, and H:

- Tract A - 1-1/2" Water Tap and 19.43 ERUs: Total - \$102,530.87
- Tract C - 3/4" Water Tap and 0.42 ERUs: Total - \$3,086.78
- Tract CC - 3/4" Water Tap and 1.1 ERUs: Total - \$6,680.99
- Tract H - 1" Water Tap and 11.99 ERUs: Total - \$63,415.91

See attached Exhibits for tap coverage areas and phasing.

The Landscaping and Irrigation pricing from Brightview is within the original estimates provided by the landscape architect:

Phase	LA Estimate	Brightview Bid	Favorable Variance
Phase 1A	\$1,043,568.19	\$726,382.75	\$317,185.44
Phase 1B	\$34,043.42	\$32,390.53	\$1,652.89
Phase 2B	\$156,814.23	\$108,220.53	\$48,593.70
Phase 2C	\$25,652.60	\$14,420.68	\$11,231.92
Phase 3	\$12,667.30	\$7,909.74	\$4,757.56
Phase 4A	\$15,315.00	\$8,693.50	\$6,621.50
Phase 5	\$9,120.00	\$6,116.50	\$3,003.50
Phase 6	\$670,402.32	\$565,837.15	\$104,565.17
Phase 7	\$11,608.50	\$7,101.10	\$4,507.40
<b>Total</b>	<b>\$1,979,191.56</b>	<b>\$1,477,072.48</b>	<b>\$502,119.08</b>

### FINANCIAL DETAILS

Directly below are the financial details for awarding the contracts associated with this board communication:

#### Landscaping Contract to Brightview

Bid Schedule F37-1A – Phase 1A – \$726,382.75

Bid Schedule F37-1B – Phase 1B – \$32,390.53

Bid Schedule F37-2B – Phase 2B – \$108,220.53

Bid Schedule F37-2C – Phase 2C – \$14,420.68

Bid Schedule F37-3 – Phase 3 – \$7,909.74

Bid Schedule F37-4A – Phase 4A – \$8,693.50

Bid Schedule F37-5 – Phase 5 – \$6,116.50

Bid Schedule F37-6 – Phase 6 – \$565,837.15

Bid Schedule F37-7 – Phase 7 – \$7,101.10

Total Contract Price to Brightview - **\$1,477,072.48**

5% Contingency - \$73,854

CM Contract to JR Engineering (7.5% of \$1.55M) - \$116,250

**Total Landscape Budget including Contingency and CM - \$1,667,176**

**The above financials do not include SACWSD Tap and ERU costs associated with Phases 2B,2C,3,4A,5,6,7**

## ATTACHMENT C

### ASSIGNMENT AND BILL OF SALE (Plan B Project ERU Water Credits and ERU Water Connections Only)

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is made effective as of March \_\_, 2020, by Clayton Properties Group II, a Colorado corporation, whose address is 4908 Tower Road, Denver, CO 80249 ("Assignor"), in favor of Reunion Metropolitan District., a \_\_\_\_\_, whose address is \_\_\_\_\_ ("Assignee").

#### RECITALS:

A. South Adams County Water and Sanitation District (the "District") entered into that certain amended FRICO participant Water Resources Agreement with Shea Homes Limited Partnership ("Original Participant") dated November 12, 2002 (the "Amended Water Resources Agreement"), which provided the Original Participant with the opportunity to receive certain ERU water credits and purchase ERU water connections to be used in connection with certain lands within the District described in Exhibit A to the Amended Water Resources Agreement.

B. Original Participant assigned 32.95 District ERU water credits and the right to purchase corresponding ERU water connections to Assignor pursuant to an Assignment and Bill of Sale dated on or about September 14, 2018, which Assignment was consented to in writing by the District on September 14, 2018.

C. Assignor now has certain ERU water credits and the opportunity to purchase corresponding ERU water connections, under the Amended Water Resources Agreement, for use on land including the property described in **Exhibit A** to this Assignment, attached hereto and incorporated herein (the "Property"), which will be transferred to Assignee.

D. Assignor currently holds at least Thirty-two and 95/100 (32.95) District ERU Water Credits recorded in the District's financial records and the right to purchase corresponding ERU Water Connections under the Amended Water Resources Agreement.

E. The Assignor desires to transfer to Assignee ERU water credits for irrigating tracts of lands located within Filing #37. The Reunion Metropolitan District is the responsible party for installing and maintaining landscape improvements within the Reunion Community.

F. The Property is included in Exhibit A to the Amended Water Resources Agreement, has been annexed into the City of Commerce City, has been included within the boundaries of the District by Order of the Adams County District Court, and is within the Denver Regional Council of Governments' urban growth boundaries.

G. Assignor desires to transfer to Assignee its rights, interests and responsibilities in the Transferred Participation Amount, defined below, under the Amended Water Resources Agreement and for use on the Property.



NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Capitalized Terms.** All capitalized terms that are used herein but not defined herein shall have the meaning ascribed to such terms in the Amended Water Resources Agreement, which is incorporated herein by this reference.

2. **Assignment.** Assignor hereby grants, bargains, sells and conveys to Assignee all of its right, title and interest in and to Thirty-two and 95/100 (32.95) SACWSD ERU Water Credits recorded in Assignor's favor in the District's financial records and the right to purchase corresponding ERU Water Connections, which right is available under the terms of the Amended Water Resources Agreement and incidental rights thereto as set forth in the Amended Water Resources Agreement ("Transferred Participation Amount") for use on the Property.

Assignor represents that it has not made any prior conveyance of any of the Transferred Participation Amount, has the full legal authority to undertake the assignment set forth herein and further represents that the Transferred Participation Amount is free and clear of all liens and encumbrances. Assignor may not revoke or rescind the assignment after the District has consented to it.

Assignee acknowledges and agrees that it shall be required to pay normal and customary tap fees, connection charges and any and all other fees or payments payable to the District with respect to the purchase of ERU Water Connections in the same manner as is normally charged by the District relating to such ERU Water Connections. Assignor hereby assigns and Assignee hereby assumes the Transferred Participation Amount subject to the covenants, conditions, provisions and obligations contained in the Amended Water Resources Agreement related to the exercise of the Transferred Participation Amount to obtain ERU Water Connections, and that all other covenants and obligations under the Amended Water Resources Agreement ("Other Obligations") (including, without limitation, any covenants and obligations pertaining to any Incremental Water Payments, Installment Payments or Option Payments), are not hereby assigned and assumed, and that the Other Obligations shall, as between the Assignor and the Assignee, exclusively remain with Assignor. Assignee shall have no responsibility for any of the Other Obligations, and nothing in this Assignment shall be deemed to make Assignee a participant in the "Payment Group" (as such term is defined in Section 1.11 of the Amended Water Resources Agreement)..

3. **Provisions Relating to Allocations by the District.** Under the terms of the Amended Water Resources Agreement and the Resolution of the Board of Directors of South Adams County Water and Sanitation District Regarding Allocation of ERUs to FRICO Participants adopted August 28, 2001 ("FRICO Resolution"), under certain circumstances, the District will allocate ERU Water Connections among Plan B Project participants ("Tap Allocations"). In particular, the District has the right to impose Tap Allocations among Plan B Project participants if utilization of new ERU Water Connections in the District in any one year has exceeded or will exceed 2,266 ERU Water Connections. The District's issuance of ERU Water Connections, which are the subject of this Assignment, is subject to: (a) the terms of the FRICO Resolution; and (b) the terms and conditions of the Amended Water Resources Agreement.



4. **Indemnification, Release and Hold Harmless.** To the extent permitted by law, Assignor and Assignee agree to defend, indemnify and hold harmless the District from and against any and all liability, claims, losses, damages or expenses, including, without limitation, court costs and attorney fees that arise out of or are in any way related to the District's consent to this Assignment and transfer of the Transferred Participation Amount in its records. Additionally, Assignor and Assignee agree to release the District from and waive any and all claims, losses or causes of action that may result from the District's consent to this Assignment.

5. **Reservation.** This Assignment shall be limited to a transfer of the Plan B Project Transferred Participant Amount, described in Section 2 of this Assignment. Nothing herein shall relieve Assignor of any of its obligation to make payments under paragraph 2.6 of the Amended Water Resources Agreement, which is described in Schedule 2 attached to the Amended Water Resources Agreement.

6. **Consent of the District.** The District's consent to this Assignment, which will not be granted without receipt of payment for the District's transfer fee, and entry of this Assignment on the District's books is required before this Assignment is effective.

7. **No Modifications.** Nothing in this Assignment shall be deemed to modify any of the terms and conditions of the Amended Water Resources Agreement or the FRICO Resolution.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment effective on the day and year first above written.

ASSIGNOR:

Clayton Properties Group II, a Colorado corporation

By: Andrew Lam

By: Andrew Lam, ASST. SECRETARY

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 23 day of March 2020 by Andrew Lam as Assistant Secretary and \_\_\_\_\_ as \_\_\_\_\_ of Clayton Properties Group II, a Colorado corporation.

Witness my hand and official seal:

Joclyn Alexandria King  
Notary Public

My commission expires: January 17, 2021

JOCYLN ALEXANDRIA KING  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174002154  
MY COMMISSION EXPIRES JANUARY 17, 2021

ASSIGNEE:

Reunion Metropolitan District a \_\_\_\_\_

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

Kelly R. Reid  
Board President

STATE OF COLORADO )

COUNTY OF Durham ) ss.  
 )

The foregoing instrument was acknowledged before me this 17 day of July,  
2020 by Henry Leal as Board president of Reunion  
Metropolitan District

Witness my hand and official seal:

Jocelyn Alexandria  
Notary Public

My commission expires:

January 17, 2021

**Exhibit A**  
**The Property**





## SEVENTEENTH ADDENDUM TO FUNDING AND REIMBURSEMENT AGREEMENT

### (Additional Costs for Tap #8 and Related EURs for Reunion Filing 37 Landscaping)

This **SEVENTEENTH ADDENDUM TO FUNDING AND REIMBURSEMENT AGREEMENT** (the “**Seventeenth Addendum**”) is made and entered into as of the 4th day of May, 2021, by and between **REUNION METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **CLAYTON PROPERTIES GROUP II, INC.**, a Colorado corporation (the “**Developer**”)

### RECITALS

WHEREAS, the District and the Developer entered into that certain Funding and Reimbursement Agreement (Capital), dated as of December 19, 2017, as amended on July 2, 2019 (the “**Agreement**”);

WHEREAS, the Agreement sets forth requirements as to the manner in which the Developer will advance funds to the District for the provision of certain public infrastructure, and further sets forth the requirements as to the conditions under which the District shall reimburse the Developer therefore; and

WHEREAS, Exhibit A of the Agreement describes the specific improvements the District intends to construct or install (the “**Public Infrastructure**”) using advances from the Developer pursuant to the Agreement;

WHEREAS, the Agreement sets forth the Maximum Loan Amount the Developer has agreed to advance to the District for the construction or installation of the Public Infrastructure; and

WHEREAS, the District and the Developer desire to amend the Agreement to recognize additional improvements to be constructed or installed by the District which are to be subject to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises expressed herein and pursuant to the terms of the Agreement, the parties hereby agree as follows:

### COVENANTS AND AGREEMENTS

1. The Developer has submitted additional costs, attached hereto and incorporated hereto as **Exhibit A**, for costs related to Tap #8 and related ERUs for landscaping within Reunion Filing 37 (collectively, the “**Work**”). The increase in tap fee and the increase in ERUs are for the purpose of irrigation of the landscaping installed or to be installed by the District pursuant to the terms of the Agreement.

2. The District has reviewed the Work and finds that it is within the scope of the permitted Public Infrastructure contemplated by the Agreement and that completion of the Work will facilitate development of the Reunion project.
3. Exhibit A of the Agreement is hereby amended to include the Work described on **Exhibit A** attached hereto. As such, the term “Public Infrastructure,” as used in the Agreement shall be deemed to include the Work described on the **Exhibit A** attached hereto.
4. The Maximum Loan Amount set forth in Paragraph 1 of the Agreement is hereby increased by \$288,523.59 for a total Maximum Loan Amount of \$58,228,707.97.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Seventeenth Addendum on the date and year first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Seventeenth Addendum.

**DISTRICT:**

**REUNION METROPOLITAN DISTRICT**, a  
quasi-municipal corporation and political subdivision  
of the State of Colorado

By: \_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_

**DEVELOPER:**

**CLAYTON PROPERTIES GROUP II, INC.**, a  
Colorado corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Exhibit A**

**(Additional Costs for Tap #8 and ERUs related to Landscaping within Reunion Filing 37 )**

**REUNION METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA
5/4/2021	Update to Board Communication from 7/22/2020 regarding ERU and SACWSD tap fees for Phases 1A and 1B of Reunion Filing 37.	

**INITIATED BY**

Aaron Clutter

**STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Board should consider the following:

1. Approve funding for the updated ERUs and tap size required for Tract C (Tap #8) of Filing 37 based on changes made to the product and updated irrigation demands.

Attached to this board communication is Attachment A, which is the new tap quote for Tap #8, Attachment B which includes the first two pages of the Board Communication from July 22, 2020, and Attachment C which is the Assignment and Bill of Sale for 32.95 ERUs from Clayton to Reunion Metropolitan District.

**It should be noted that there are still five taps in this filing that will require future sizing and approvals.**

**BACKGROUND INFORMATION**

A late change was made to the home product that is served by Tract C (Tap #8) of Filing 37 which resulted in increased irrigation demands, thereby requiring an increase in ERUs and tap size for this area. A new tap quote sheet was provided by SACWSD on April 22, 2021. The address for this tap is 16300 E 111<sup>th</sup> Drive.

The previous tap size was ¾" and required .42 ERUs.  
The updated tap size is 2" and requires 20.31 ERUs.

**FINANCIAL DETAILS**

See the table below for a summary of the ERU and tap costs associated with Taps #1, #2, #8, and #9, and the additional costs associated with Tap #8 being requested for approval.

Tap Designation	Previously Approved ERUs	Previously Approved Taps	Updated ERUs	Updated Taps
Tap #1 Tract A	19.43	\$102,530.87	19.43	\$102,530.87
Tap #2 Tract H	11.99	\$63,415.91	11.99	\$63,415.91
Tap #8 Tract C	0.42	\$3,086.78	20.31	\$155,363.87
Tap #9 Tract CC	1.11	\$6,680.99	1.11	\$6,680.99
<b>TOTALS</b>	<b>32.95</b>	<b>\$175,714.55</b>	<b>52.84</b>	<b>\$327,991.64</b>

In summary, the total number of ERUs to be approved for the four taps listed is 52.84, which has increased by 19.89 ERUs since previously approved in July of 2020. The cost per ERU is currently valued at \$6,850, so the additional cost for ERUs is \$136,246.50.

The updated tap cost has increased by \$152,277.09.

**The total requested costs to be approved are as follows:**

Additional ERUs for Tap #8 = \$136,246.50

Additional Costs for Tap #8 = \$152,277.09

**Total = \$288,523.59**

Amount Previously Approved for Tap #1, #2, #8, and #9 in the previous board meeting is \$175,714.55.

The above financials do not include SACW&SD Tap and ERU costs associated with Landscaping Phases 2B, 2C, 3, 4A, 5, 6, & 7. This information will be presented at a future board meeting once the tap quotes have been received by SACW&SD.

## QUOTE SHEET



6595 E 70<sup>TH</sup> AVENUE  
 COMMERCE CITY CO 80022  
 Phone (303)288-2646

DATE: APRIL 22, 2021

TO:  
 OAKWOOD HOMES/REUNION METRO DISTRICT  
 ATTN: ARDELL PRINS

ACCT#0908152.00

FOR:  
 16300 E 111<sup>TH</sup> DRIVE  
 REUNION VILLAGE 7B, FILING 37, TRACT C  
 COMMERCE CITY CO 80022

ERUS REQUIRED: 20.31 (FRICO)

## DESCRIPTION

## AMOUNT

2" IRRIGATION WATER TAP – BASED ON 4.35 AC

155363.87

*FEES ABOVE INCLUDE INSPECTION AND INSTALLATION OF  
 WATER METER ONLY. ALL OTHER INFRASTRUCTURE IS  
 RESPONSIBILITY OF OWNER/CONTRACTOR AND MUST BE  
 INSPECTED BY THE DISTRICT.*

TOTAL: \$155,363.87

The quotes or rates shown above are estimates only and are based upon the preliminary information available to the District at the time of the quote. The actual fees charged for service may vary from the amounts shown. If the actual water usage is higher than what was estimated during the development review process, the property owner will be responsible to pay additional connection fees, and possibly acquire additional water resources, to compensate for the higher water usage. The District reserves the right to make changes at any time to its quotes or fees for its service, without incurring any obligations or liabilities, and the quotes are further subject to the full application **of the District's** Rules and Regulations.

Connection fees must be paid at the time of the initial plumbing inspection; meter pits will be inspected and meters will be placed at the time of payment. Please submit payment with the following: a signed copy of this quote sheet, a copy of the building permit, the Meter Pit Certification of Completeness form and the Service Commitment Agreement (if applicable). I understand the connection fees and other charges as included in this quote sheet. I acknowledge that the quote is only representative of the fees in place at this time, and final fees will be based on the connection fees in place at the time we are ready for our rough-in plumbing inspection. I further acknowledge that I, and future property owners will be responsible for additional connection fees and water resources should the actual water usage be higher than what is proposed on this sheet."

THIS QUOTE IS EFFECTIVE 4/1/21 AND GOOD THROUGH 12/31/21, UNLESS OTHERWISE CHANGED BY THE DISTRICT.

Property Owner/Printed Name

Signature

Title

Date

## ATTACHMENT B

**REUNION METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA
7/22/2020	Award of Construction and Administration Services Contracts to install irrigation and landscape improvements for Filing 37 at 112 <sup>th</sup> Avenue and Parkside Drive North located in NRMD#3.	

INITIATED BY
Aaron Clutter

STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS
<p>Board should consider the following:</p> <ol style="list-style-type: none"> <li>1. Award a construction contract to the lowest responsive bidder to construct the following improvements: <ul style="list-style-type: none"> <li>• Phase 1A &amp; 1B - 2020 landscape improvements, which include tree lawn and open space landscape, site prep, fine grading, irrigation, sod, and a one-year maintenance of the landscaping and irrigation improvements installed.</li> <li>• Phases 2B,2C,3,4A,5,6,7 – 2021-2022 landscape improvements, which included tree lawn and open space landscape, site prep, fine grading, irrigation, sod, concrete flatwork, a park area including site furnishings, play equipment, structures &amp; sporting equipment, and a one-year maintenance of the landscaping and irrigation improvements installed.</li> </ul> </li> </ol> <p>Attached to this board communication is a separate Evaluation of Bids prepared by JR Engineering; JR Engineering recommends awarding the contract to <b>Brightview Landscape Development</b>.</p> <ol style="list-style-type: none"> <li>2. Entering into a consultant agreement with JR Engineering to manage, administer, and inspect the construction of the Filing 37 Landscape Improvements including staking as needed. A detailed scope and fees are attached to this board communication for review and consideration.</li> </ol>

### BACKGROUND INFORMATION

The following ERU's and SACWSD tap fees associated with Phases 1A & 1B have been approved by RMD for Tracts A, C, CC, and H:

- Tract A - 1-1/2" Water Tap and 19.43 ERUs: Total - \$102,530.87
- Tract C - 3/4" Water Tap and 0.42 ERUs: Total - \$3,086.78
- Tract CC - 3/4" Water Tap and 1.1 ERUs: Total - \$6,680.99
- Tract H - 1" Water Tap and 11.99 ERUs: Total - \$63,415.91

See attached Exhibits for tap coverage areas and phasing.

The Landscaping and Irrigation pricing from Brightview is within the original estimates provided by the landscape architect:

Phase	LA Estimate	Brightview Bid	Favorable Variance
Phase 1A	\$1,043,568.19	\$726,382.75	\$317,185.44
Phase 1B	\$34,043.42	\$32,390.53	\$1,652.89
Phase 2B	\$156,814.23	\$108,220.53	\$48,593.70
Phase 2C	\$25,652.60	\$14,420.68	\$11,231.92
Phase 3	\$12,667.30	\$7,909.74	\$4,757.56
Phase 4A	\$15,315.00	\$8,693.50	\$6,621.50
Phase 5	\$9,120.00	\$6,116.50	\$3,003.50
Phase 6	\$670,402.32	\$565,837.15	\$104,565.17
Phase 7	\$11,608.50	\$7,101.10	\$4,507.40
<b>Total</b>	<b>\$1,979,191.56</b>	<b>\$1,477,072.48</b>	<b>\$502,119.08</b>

### FINANCIAL DETAILS

Directly below are the financial details for awarding the contracts associated with this board communication:

#### Landscaping Contract to Brightview

Bid Schedule F37-1A – Phase 1A – \$726,382.75

Bid Schedule F37-1B – Phase 1B – \$32,390.53

Bid Schedule F37-2B – Phase 2B – \$108,220.53

Bid Schedule F37-2C – Phase 2C – \$14,420.68

Bid Schedule F37-3 – Phase 3 – \$7,909.74

Bid Schedule F37-4A – Phase 4A – \$8,693.50

Bid Schedule F37-5 – Phase 5 – \$6,116.50

Bid Schedule F37-6 – Phase 6 – \$565,837.15

Bid Schedule F37-7 – Phase 7 – \$7,101.10

Total Contract Price to Brightview - **\$1,477,072.48**

5% Contingency - \$73,854

CM Contract to JR Engineering (7.5% of \$1.55M) - \$116,250

**Total Landscape Budget including Contingency and CM - \$1,667,176**

**The above financials do not include SACWSD Tap and ERU costs associated with Phases 2B,2C,3,4A,5,6,7**

## ATTACHMENT C

### ASSIGNMENT AND BILL OF SALE (Plan B Project ERU Water Credits and ERU Water Connections Only)

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is made effective as of March \_\_, 2020, by Clayton Properties Group II, a Colorado corporation, whose address is 4908 Tower Road, Denver, CO 80249 ("Assignor"), in favor of Reunion Metropolitan District., a \_\_\_\_\_, whose address is \_\_\_\_\_ ("Assignee").

#### RECITALS:

A. South Adams County Water and Sanitation District (the "District") entered into that certain amended FRICO participant Water Resources Agreement with Shea Homes Limited Partnership ("Original Participant") dated November 12, 2002 (the "Amended Water Resources Agreement"), which provided the Original Participant with the opportunity to receive certain ERU water credits and purchase ERU water connections to be used in connection with certain lands within the District described in Exhibit A to the Amended Water Resources Agreement.

B. Original Participant assigned 32.95 District ERU water credits and the right to purchase corresponding ERU water connections to Assignor pursuant to an Assignment and Bill of Sale dated on or about September 14, 2018, which Assignment was consented to in writing by the District on September 14, 2018.

C. Assignor now has certain ERU water credits and the opportunity to purchase corresponding ERU water connections, under the Amended Water Resources Agreement, for use on land including the property described in **Exhibit A** to this Assignment, attached hereto and incorporated herein (the "Property"), which will be transferred to Assignee.

D. Assignor currently holds at least Thirty-two and 95/100 (32.95) District ERU Water Credits recorded in the District's financial records and the right to purchase corresponding ERU Water Connections under the Amended Water Resources Agreement.

E. The Assignor desires to transfer to Assignee ERU water credits for irrigating tracts of lands located within Filing #37. The Reunion Metropolitan District is the responsible party for installing and maintaining landscape improvements within the Reunion Community.

F. The Property is included in Exhibit A to the Amended Water Resources Agreement, has been annexed into the City of Commerce City, has been included within the boundaries of the District by Order of the Adams County District Court, and is within the Denver Regional Council of Governments' urban growth boundaries.

G. Assignor desires to transfer to Assignee its rights, interests and responsibilities in the Transferred Participation Amount, defined below, under the Amended Water Resources Agreement and for use on the Property.



NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Capitalized Terms.** All capitalized terms that are used herein but not defined herein shall have the meaning ascribed to such terms in the Amended Water Resources Agreement, which is incorporated herein by this reference.

2. **Assignment.** Assignor hereby grants, bargains, sells and conveys to Assignee all of its right, title and interest in and to Thirty-two and 95/100 (32.95) SACWSD ERU Water Credits recorded in Assignor's favor in the District's financial records and the right to purchase corresponding ERU Water Connections, which right is available under the terms of the Amended Water Resources Agreement and incidental rights thereto as set forth in the Amended Water Resources Agreement ("Transferred Participation Amount") for use on the Property.

Assignor represents that it has not made any prior conveyance of any of the Transferred Participation Amount, has the full legal authority to undertake the assignment set forth herein and further represents that the Transferred Participation Amount is free and clear of all liens and encumbrances. Assignor may not revoke or rescind the assignment after the District has consented to it.

Assignee acknowledges and agrees that it shall be required to pay normal and customary tap fees, connection charges and any and all other fees or payments payable to the District with respect to the purchase of ERU Water Connections in the same manner as is normally charged by the District relating to such ERU Water Connections. Assignor hereby assigns and Assignee hereby assumes the Transferred Participation Amount subject to the covenants, conditions, provisions and obligations contained in the Amended Water Resources Agreement related to the exercise of the Transferred Participation Amount to obtain ERU Water Connections, and that all other covenants and obligations under the Amended Water Resources Agreement ("Other Obligations") (including, without limitation, any covenants and obligations pertaining to any Incremental Water Payments, Installment Payments or Option Payments), are not hereby assigned and assumed, and that the Other Obligations shall, as between the Assignor and the Assignee, exclusively remain with Assignor. Assignee shall have no responsibility for any of the Other Obligations, and nothing in this Assignment shall be deemed to make Assignee a participant in the "Payment Group" (as such term is defined in Section 1.11 of the Amended Water Resources Agreement)..

3. **Provisions Relating to Allocations by the District.** Under the terms of the Amended Water Resources Agreement and the Resolution of the Board of Directors of South Adams County Water and Sanitation District Regarding Allocation of ERUs to FRICO Participants adopted August 28, 2001 ("FRICO Resolution"), under certain circumstances, the District will allocate ERU Water Connections among Plan B Project participants ("Tap Allocations"). In particular, the District has the right to impose Tap Allocations among Plan B Project participants if utilization of new ERU Water Connections in the District in any one year has exceeded or will exceed 2,266 ERU Water Connections. The District's issuance of ERU Water Connections, which are the subject of this Assignment, is subject to: (a) the terms of the FRICO Resolution; and (b) the terms and conditions of the Amended Water Resources Agreement.

4. **Indemnification, Release and Hold Harmless.** To the extent permitted by law, Assignor and Assignee agree to defend, indemnify and hold harmless the District from and against any and all liability, claims, losses, damages or expenses, including, without limitation, court costs and attorney fees that arise out of or are in any way related to the District's consent to this Assignment and transfer of the Transferred Participation Amount in its records. Additionally, Assignor and Assignee agree to release the District from and waive any and all claims, losses or causes of action that may result from the District's consent to this Assignment.

5. **Reservation.** This Assignment shall be limited to a transfer of the Plan B Project Transferred Participant Amount, described in Section 2 of this Assignment. Nothing herein shall relieve Assignor of any of its obligation to make payments under paragraph 2.6 of the Amended Water Resources Agreement, which is described in Schedule 2 attached to the Amended Water Resources Agreement.

6. **Consent of the District.** The District's consent to this Assignment, which will not be granted without receipt of payment for the District's transfer fee, and entry of this Assignment on the District's books is required before this Assignment is effective.

7. **No Modifications.** Nothing in this Assignment shall be deemed to modify any of the terms and conditions of the Amended Water Resources Agreement or the FRICO Resolution.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment effective on the day and year first above written.

ASSIGNOR:

Clayton Properties Group II, a Colorado corporation

By: Andrew Lam

By: Andrew Lam, ASST. SECRETARY

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 23 day of March 2020 by Andrew Lam as Assistant Secretary and \_\_\_\_\_ as \_\_\_\_\_ of Clayton Properties Group II, a Colorado corporation.

Witness my hand and official seal:

Joclyn Alexandria King  
Notary Public

My commission expires: January 17, 2021

JOCLYN ALEXANDRIA KING  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174002154  
MY COMMISSION EXPIRES JANUARY 17, 2021

ASSIGNEE:

Reunion Metropolitan District a \_\_\_\_\_

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

Kelly R. Reid  
Board President

STATE OF COLORADO )

COUNTY OF Durham ) ss.  
 )

The foregoing instrument was acknowledged before me this 17 day of July,  
 2020 by Henry Leal as Board president of Reunion  
 Metropolitan District

Witness my hand and official seal:

Jocelyn Alexandria  
 Notary Public

My commission expires:

January 17, 2021



**Exhibit A**  
**The Property**



**REUNION METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

<b>DATE</b>	<b>SUBJECT</b>	<b>AGENDA</b>
5/4/2021	Approval of land deed from Reunion Metro District to Commerce City for parcels along 111 <sup>th</sup> Avenue in Reunion Filing 37.	

**INITIATED BY**

Aaron Clutter

**STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Board should consider the following:

1. Approve and sign a warranty deed to grant property ownership from RMD to Commerce City for a portion of land containing Buffalo Run Golf Course cart path and utilities.

Attached to this board communication is Attachment A, which includes a Special Warranty Deed agreement, legal description of the parcels, and an illustration of the parcels, and Attachment B which shows the proposed roadway and cart path improvements.

**BACKGROUND INFORMATION**

A proposed golf cart crossing across 111<sup>th</sup> Avenue near Ouray Street in Filing 37 requires realigning the existing golf cart path for the Buffalo Run Golf Course. This realignment falls within existing RMD property on either side of 111<sup>th</sup> Avenue. In order to avoid liability, access, and maintenance issues associated with the golf cart crossing, it is recommended the Board approve deeding these parcels to the City for their ownership and maintenance.

**FINANCIAL DETAILS**

This is anticipated to be a no-cost transaction.

## Special Warranty Deed

**REUNION METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "Grantor"), whose address is 17910 E Parkside Drive North, Commerce City, CO 80022 for the consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to the **CITY OF COMMERCE CITY**, a Colorado home rule municipality, whose address is 7887 E 60<sup>th</sup> Avenue, Commerce City, Colorado 80022, the real property that is described on **Exhibit A** attached hereto and made a part hereof (the "**Real Property**"), together with all crops, rights-of-way, easements, improvements, structures, and other property rights (excluding, however, the "**Appurtenant Water**" and the "**Minerals**," as those terms are hereinafter defined) appurtenant thereto and owned by Grantor, or either of the parties comprising Grantor, and any right, title and interest of Grantor, or either of the parties comprising Grantor, to the midpoint of any adjoining of adjacent streets, roads or rights-of-way (the Real Property together with all of the foregoing shall hereinafter collectively be referred to as the "**Property**"), and warrants the title to the Property against all persons claiming by, through or under the Grantor, or either of the parties comprising the Grantor, subject to those matters of record as of the date of recording of this Deed. The Property does not have a street address.

EXCEPTING AND RESERVING unto Grantor, its successors and assigns, all of Grantor's right, title and interest in and to the Minerals and the Appurtenant Water provided that Grantor, for itself and its assigns and successors, agree that it shall not use the surface of the Property to access the Minerals and Appurtenant Water without a mutually acceptable written agreement executed by Grantor, Grantee, and their respective assigns and successors regarding such surface access and use.

"**Appurtenant Water**" shall mean, collectively, all water and water rights appurtenant to the Real Property, including, but not limited to, tributary, non-tributary and underground water and water rights, storage rights, ditch and ditch rights, well rights, reservoir and reservoir rights and water and ditch company stock.

"**Minerals**" shall mean, collectively, all minerals and mineral rights, oil and gas and oil and gas rights, and coal and coal rights which are on, in, under or appurtenant to the Real Property.

*(Signature and acknowledgment of Grantor follows this page)*



Signed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

## GRANTOR

REUNION METROPOLITAN DISTRICT,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as President for REUNION METROPOLITAN DISTRICT.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

Notary Public: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION

TWO PARCELS OF LAND BEING A PART OF TRACT B AND TRACT D, REUNION FILING NO. 21 AS RECORDED UNDER RECEPTION NO. 20050926001046700 IN THE RECORDS OF THE ADAMS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### **PARCEL A**

**BASIS OF BEARINGS:** WESTERLY BOUNDARY OF SAID REUNION FILING NO. 21 BEARS NORTH 01°27'18" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

**BEGINNING** AT THE SOUTHWESTERLY CORNER OF SAID TRACT D;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT D, NORTH 01°27'18" EAST, A DISTANCE OF 15.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 40.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 52°54'17" WEST;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°33'47", AN ARC LENGTH OF 16.45 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT D AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 125.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 05°50'10" WEST;

THENCE ALONG SAID SOUTHERLY BOUNDARY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°23'20", AN ARC LENGTH OF 7.39 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.002 ACRES, (66 SQUARE FEET), MORE OR LESS.

#### **PARCEL B**

**BEGINNING** AT THE NORTHWESTERLY CORNER OF SAID TRACT B;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID TRACT B THE FOLLOWING TWO (2) COURSES:

1. NORTH 76°01'46" EAST, A DISTANCE OF 12.05 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 222.00 FEET;
2. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'04", AN ARC LENGTH OF 11.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 30.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 73°19'06" WEST;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°15'55", AN ARC LENGTH OF 27.37 FEET;

THENCE SOUTH 35°35'00" WEST, A DISTANCE OF 33.98 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT B;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 01°27'18" EAST, A DISTANCE OF 47.71 FEET TO THE **POINT OF BEGINNING**.

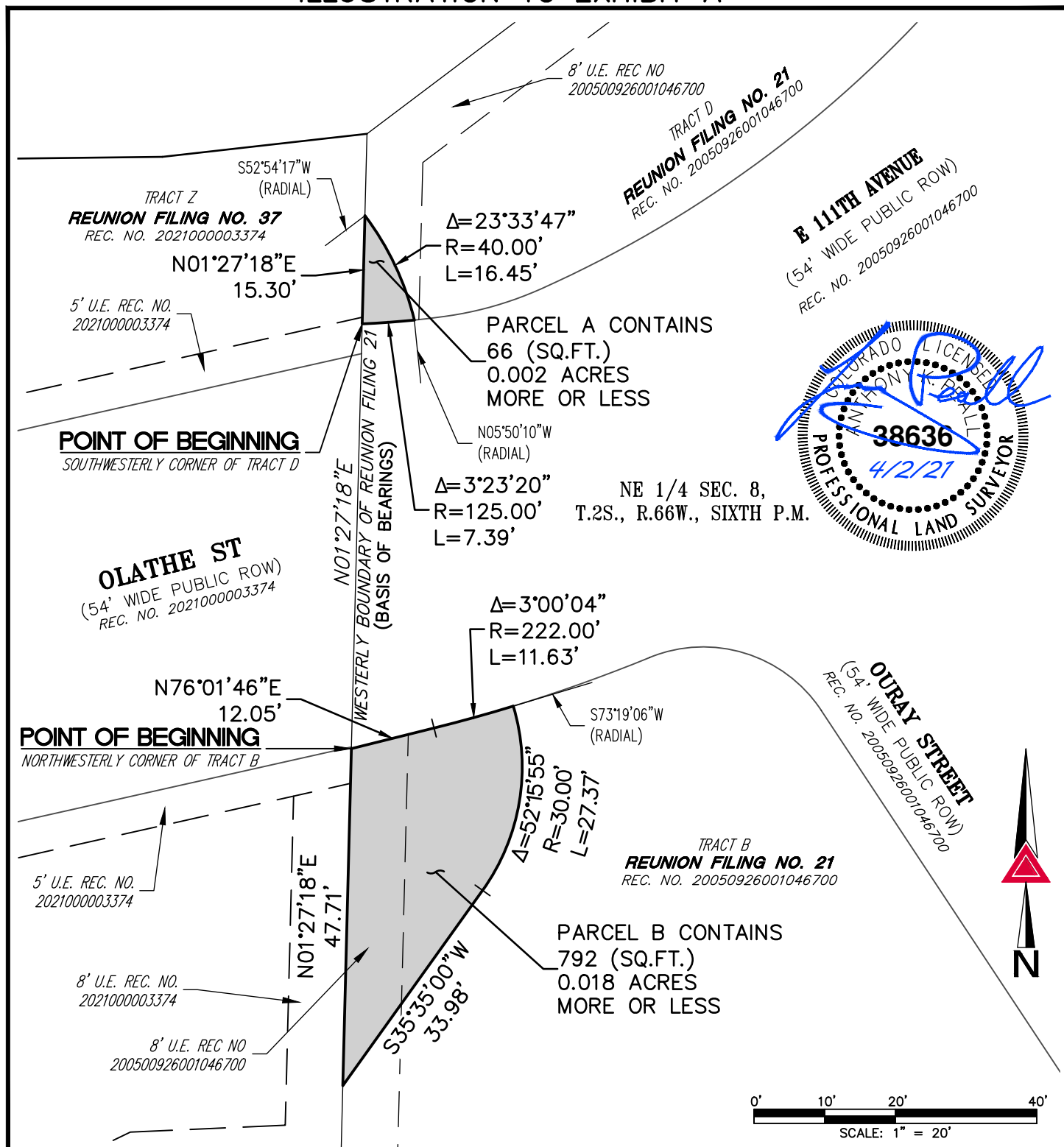
CONTAINING AN AREA OF 0.018 ACRES, (792 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

ANTHONY K. PEALL, PLS 38636  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122  
303-713-1898



## ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:  
 DWG NAME: **CART PATH EASEMENTS**  
 DWG: **GLW** CHK: **AKP**  
 DATE: **4/1/2021**  
 SCALE: **1" = 20'**



**AZTEC**  
 CONSULTANTS, INC.

Q:\19318-24 - Reunion Village 7 Plat (F37)\Dwg\EXHIBITS

300 East Mineral Ave,  
 Suite 1  
 Littleton, Colorado 80122  
 Phone: (303)713-1898  
 Fax: (303)713-1897  
[www.aztecconsultants.com](http://www.aztecconsultants.com)

### CART PATH PARCELS

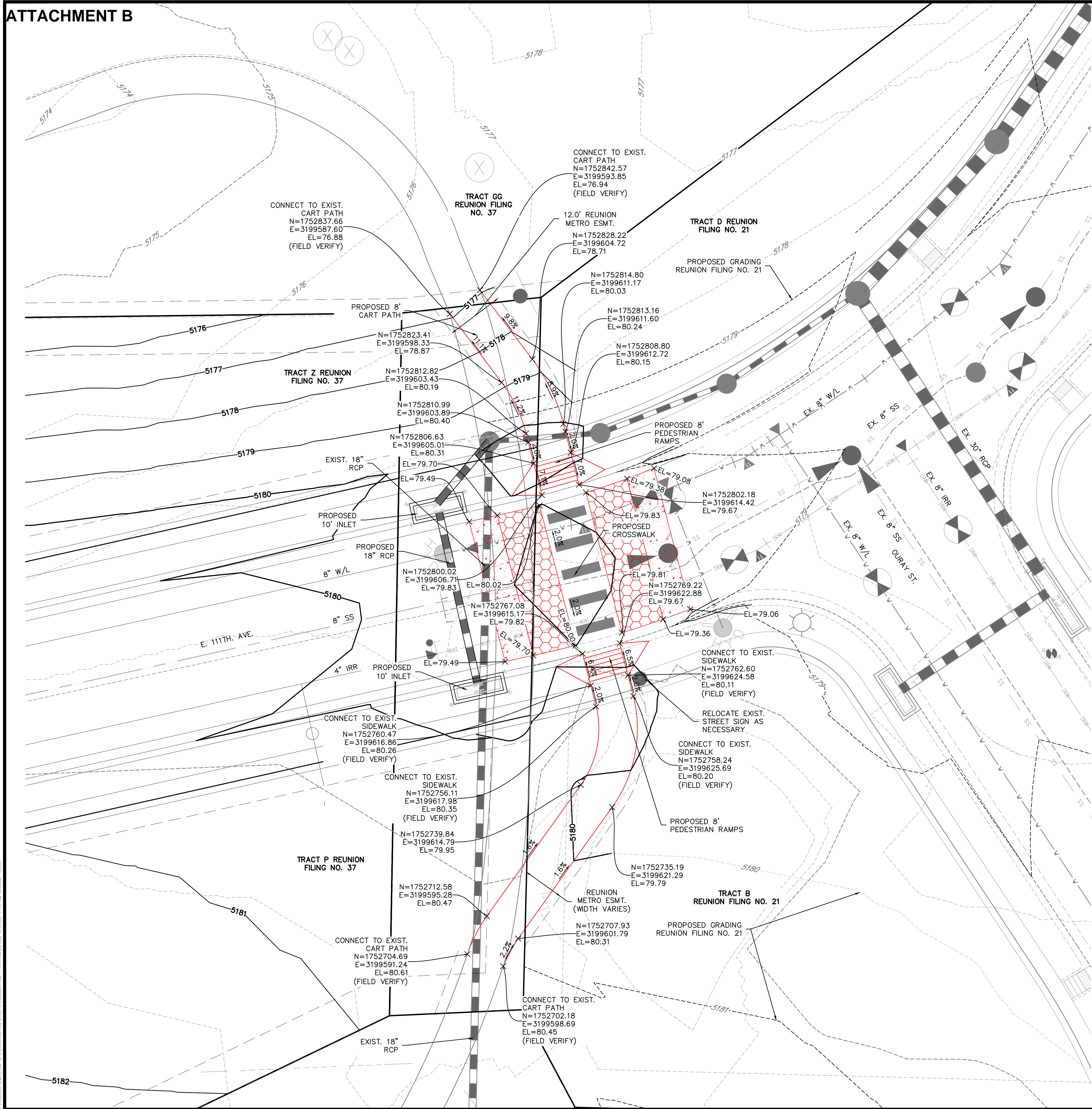
NE 1/4 SEC. 8, T.2S., R.66W., 6TH P.M.  
 COUNTY OF ADAMS, COLORADO

JOB NUMBER 19318-24

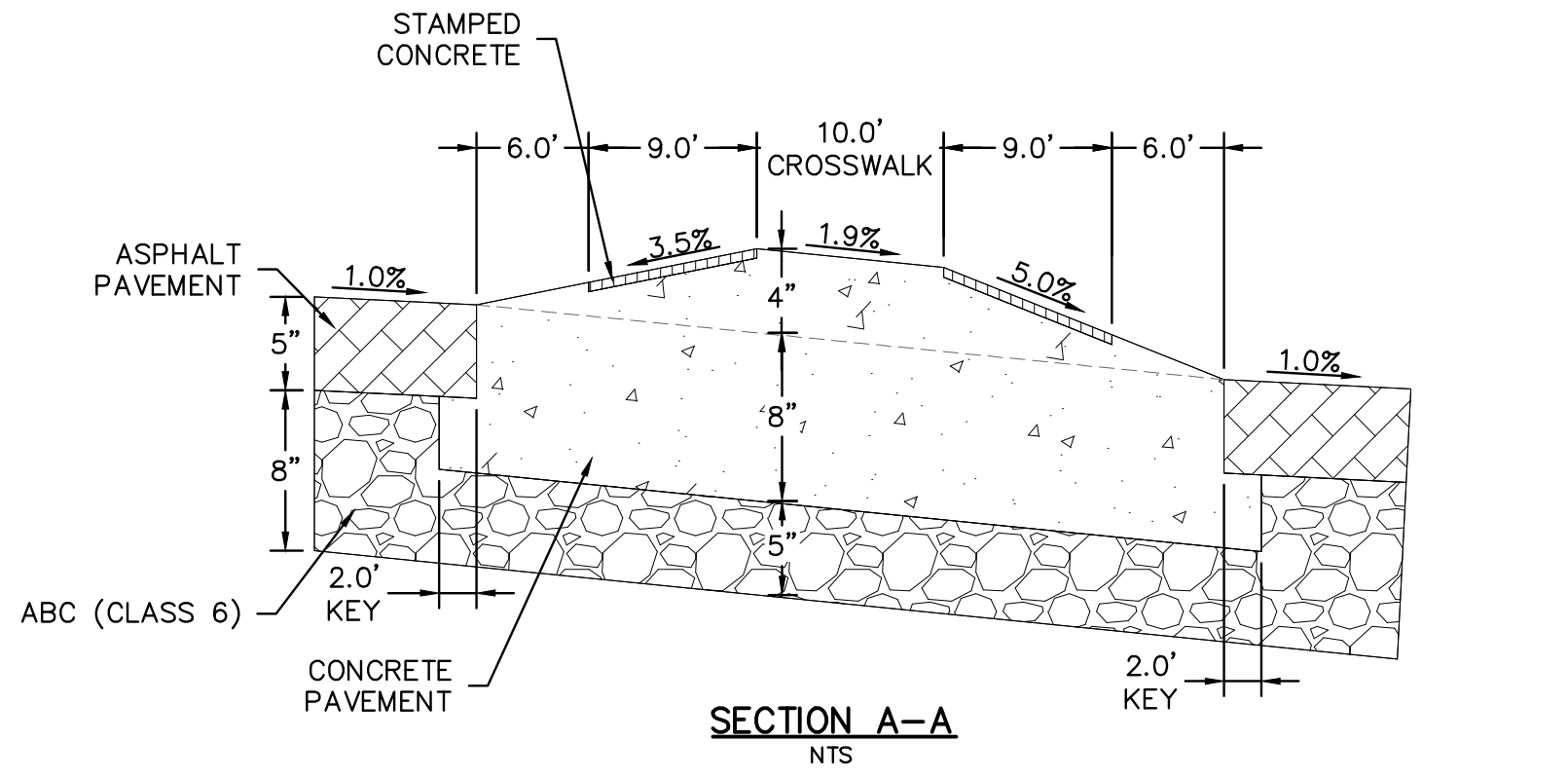
2 OF 2 SHEETS



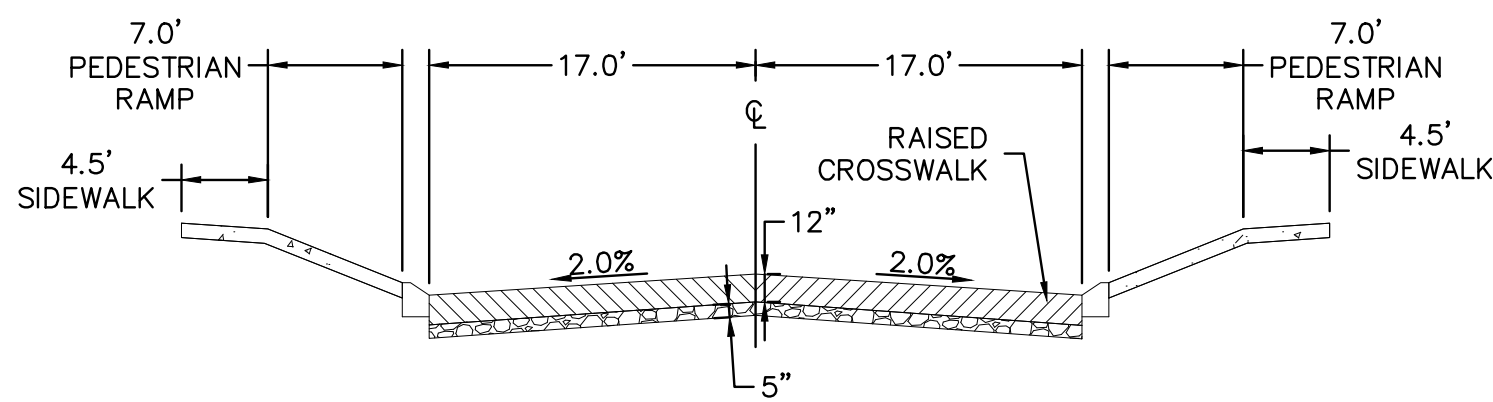
ATTACHMENT B



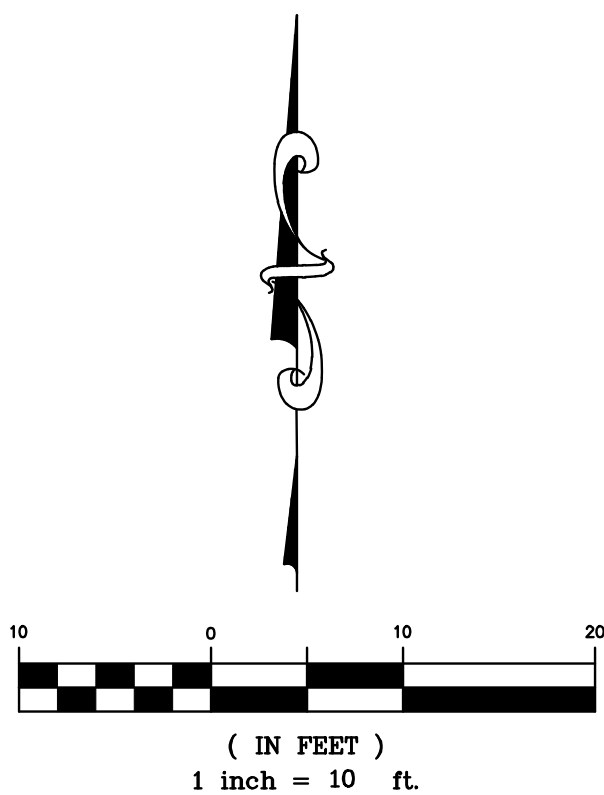
KEY MAP  
N.T.S.



SECTION A-A  
NTS



SECTION B-B  
NTS



**BENCHMARK:**  
4" BRASS CAP STAMPED "SHEA HOMES, ORMISTON, AZTEC CONTROL POINT" ON THE EAST SIDE OF TOWER ROAD, SOUTHERLY OF 104TH AVENUE, 59.3' E'LY OF THE W'LY LINE OF THE NORTHWEST 1/4 OF SECTION 15, T.2S., R. 66 W. AND 1295.6' S'LY OF THE N'LY LINE OF SAID NORTHWEST 1/4 OF SECTION 15.  
N=1,747,354.81 E=3,205,144.99 ELEV=5243.54 (NAVD 88)

THE COORDINATES AND ELEVATION SHOWN ABOVE ARE MODIFIED STATE PLANE COORDINATE VALUES (BUFFALO HILLS LOCAL COORDINATE SYSTEM) DERIVED FROM A G.P.S. FIELD SURVEY PERFORMED BY AZTEC CONSULTANTS, INC., IN AUGUST AND SEPTEMBER, 2000.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:  
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT © 2021 ATWELL, LLC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC.

866.850.4200 [www.atwell-group.com](http://www.atwell-group.com)  
143 UNION SQUARE, SUITE 700  
LAKEWOOD, CO 80228  
303.462.1100

DEVELOPER	CLAYTON PROPERTIES GROUP II
	REUNION SUBDIVISION FILING NO. 37
	COMMERCE CITY, COLORADO
	E. 111TH AVE. CART PATH

CLIENT	DATE
	06/29/18

A	1st SUBMITTAL TO COMMERCE CITY	06/23/2018	- E
B	2nd SUBMITTAL TO COMMERCE CITY	12/13/2018	- RF
C	3rd SUBMITTAL TO COMMERCE CITY	04/30/2019	- RF
D	4th SUBMITTAL TO COMMERCE CITY	06/10/2019	- RF
E	FINAL SUBMITTAL TO COMMERCE CITY	08/16/2019	- RF
F	FINAL RECORD TO COMMERCE CITY	07/24/2020	- RF

DR.	RF	CH.	MMC
P.M.	JF		

JOB	18000265
SHEET NO.	1 OF 1

CAD FILE: 18000265-CART PATH-RAISED.DWG





## LAND TITLE GUARANTEE COMPANY

Date: April 15, 2021

Subject: Attached Title Policy/Guarantee

Enclosed please find your product insuring the property located at VACANT LAND, COMMERCE CITY, CO.

If you have any inquiries or require further assistance, please contact Scott Bennetts at (303) 850-4175 or [sbennetts@ltgc.com](mailto:sbennetts@ltgc.com)

**Chain of Title Documents:**

[Adams county recorded 02/11/2020 under reception no. 2020000013245](#)

**Plat Map(s):**

[Adams county recorded 09/26/2005 under reception no. 1046700](#)

# Property Information Binder

## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

### 2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured; (b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

### 3. Prosecution of Actions

- 1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- 2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

### 4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

### 5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

#### **6. Limitation of Liability - Payment of Loss**

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

#### **7. Subrogation Upon Payment or Settlement**

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

#### **8. Binder Entire Contract**

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

#### **9. Notices. Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

#### **10. Arbitration**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

**ANTI-FRAUD STATEMENT:** Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or



attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed and made a part of this policy.

Copyright 2006-2021 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880

*CB Rantz*

Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By

*C. Monroe*

President

Attest

*David Wold*

Secretary

AMERICAN  
LAND TITLE  
ASSOCIATION



**Old Republic National Title Insurance Company**  
**PROPERTY INFORMATION BINDER**

**Order Number:** ABC70717318

**Policy No.:** PIB70717318.3593741

**Liability:** \$50,000.00

**Fee:** \$500.00

**Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,**

**GUARANTEES**

TERRACINA  
DESIGN

**Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of**

April 09, 2021 at 5:00 P.M.

**1. Title to said estate or interest at the date hereof is vested in:**

REUNION METROPOLITAN DISTRICT

**2. The estate or interest in the land hereinafter described or referred to covered by this Binder :**

A FEE SIMPLE

**3. The Land referred to in this Binder is described as follows:**

TWO PARCELS OF LAND BEING A PART OF TRACT B AND TRACT D, REUNION FILING NO. 21 AS RECORDED UNDER RECEPTION NO. 20050926001046700 IN THE RECORDS OF THE ADAMS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

BASIS OF BEARINGS: WESTERLY BOUNDARY OF SAID REUNION FILING NO. 21 BEARS NORTH 01°27'18" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID TRACT D;  
 THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT D, NORTH 01°27'18" EAST, A DISTANCE OF 15.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A

**Old Republic National Title Insurance Company**

**PROPERTY INFORMATION BINDER**

**Order Number:** ABC70717318

**Policy No.:** PIB70717318.3593741

RADIUS OF 40.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 52°54'17" WEST;  
THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTHEASTERLY ALONG SAID CURVE THROUGH A  
CENTRAL ANGLE OF 23°33'47", AN ARC LENGTH OF 16.45 FEET TO THE SOUTHERLY BOUNDARY OF SAID  
TRACT D AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF  
125.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 05°50'10" WEST;  
THENCE ALONG SAID SOUTHERLY BOUNDARY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL  
ANGLE OF 03°23'20", AN ARC LENGTH OF 7.39 FEET TO THE POINT OF BEGINNING.

**PARCEL B:**

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID TRACT B;  
THENCE ALONG THE NORTHERLY BOUNDARY OF SAID TRACT B THE FOLLOWING TWO (2) COURSES:

1. NORTH 76°01'46" EAST, A DISTANCE OF 12.05 FEET TO THE BEGINNING OF A TANGENT CURVE  
CONCAVE NORTHERLY HAVING A RADIUS OF 222.00 FEET;
2. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'04", AN ARC LENGTH OF  
11.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF  
30.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 73°19'06" WEST;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTHERLY ALONG SAID CURVE THROUGH A  
CENTRAL ANGLE OF 52°15'55", AN ARC LENGTH OF 27.37 FEET;  
THENCE SOUTH 35°35'00" WEST, A DISTANCE OF 33.98 FEET TO THE WESTERLY BOUNDARY OF SAID  
TRACT B;  
THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 01°27'18" EAST, A DISTANCE OF 47.71 FEET TO  
THE POINT OF BEGINNING.

ABOVE LEGAL DESCRIPTION PREPARED BY:  
ANTHONY K. PEALL, PLS 38636  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 EAST MINERAL AVE., SUITE 1,  
LITTLETON, CO 80122  
303-713-1898

**4. The following documents affect the land:**

1. RESERVATION OF (1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY, (2)  
THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS,  
AND (3) THE RIGHT TO INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE, AND  
REMOVE OIL, COAL AND OTHER MINERALS AS CONTAINED IN DEED FROM UNION PACIFIC RAILROAD  
COMPANY RECORDED JULY 28, 1909 IN BOOK 25 AT PAGE [17](#). (SECTION 9)

NOTE: QUIT CLAIM DEED RECORDED APRIL 14, 1971 IN BOOK 1684 AT PAGE [281](#).

NOTE: QUIT CLAIM DEED RECORDED DECEMBER 17, 1971 IN BOOK 1765 AT PAGE [371](#).

NOTE: RELEASE AND QUIT CLAIM DEED RECORDED NOVEMBER 23, 1998 IN BOOK 5547 AT PAGE [272](#).

NOTE: RELINQUISHMENT OF SURFACE ENTRY AND QUIT CLAIM DEED RECORDED AUGUST 30, 2000  
IN BOOK 6238 AT PAGE [205](#).

NOTE: SPECIAL WARRANTY MINERAL DEED RECORDED OCTOBER 14, 2005 UNDER RECEPTION NO.  
[2005101401135500](#).

NOTE: QUIT CLAIM DEED RECORDED JUNE 9, 2011 UNDER RECEPTION NO. [2011000036767](#).

# Old Republic National Title Insurance Company

## PROPERTY INFORMATION BINDER

Order Number: ABC70717318

Policy No.: PIB70717318.3593741

2. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JULY 29, 1909 IN BOOK 25 AT PAGE [517](#) (NE1/4 SECTION 8.)
3. TERMS, CONDITIONS AND PROVISIONS OF SURFACE OWNERS AGREEMENT RECORDED MAY 01, 1972 IN BOOK 1793 AT PAGE [648](#). TERMINATION OF SURFACE OWNER'S AGREEMENTS RECORDED OCTOBER 18, 2005 UNDER RECEPTION NO. [20051018001144350](#).
4. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED JUNE 15, 2000 IN BOOK 6160 AT PAGE [38](#).
5. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE THE CITY OF COMMERCE CITY NORTHERN INFRASTRUCTURE GENERAL IMPROVEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 21, 2000, IN BOOK 6166 AT PAGE [581](#).
6. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT ENCUMBERING REAL ESTATE RECORDED JUNE 23, 2000 IN BOOK 6167 AT PAGE [932](#).
7. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT ENCUMBERING REAL ESTATE AS EVIDENCED BY NOTICE RECORDED JUNE 23, 2000 IN BOOK 6167 AT PAGE [938](#).
8. TERMS, CONDITIONS AND PROVISIONS OF SURFACE USE AGREEMENT RECORDED AUGUST 30, 2000 IN BOOK 6238 AT PAGE [212](#).
9. TERMS, CONDITIONS AND PROVISIONS OF BUFFALO HILLS RANCH PUD ZONE DOCUMENT RECORDED OCTOBER 27, 2000 AT RECEPTION NO. [C0725646](#). REUNION PUD ZONE DOCUMENT AMENDMENT #1, RECORDED DECEMBER 9, 2002 UNDER RECEPTION NO. [C1064716](#) AND DECEMBER 17, 2002 UNDER RECEPTION NO. [C1068494](#). AMENDMENT #2 RECORDED FEBRUARY 10, 2005 UNDER RECEPTION NO. [200502100000140880](#). AMENDMENT #3 RECORDED SEPTEMBER 19, 2006 UNDER RECEPTION NO. [20060919000941060](#).
10. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 02, 2001, UNDER RECEPTION NO. [C0746926](#).
11. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SOUTH ADAMS COUNTY FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 15, 2001, UNDER RECEPTION NO. [C0814831](#). AMENDED ORDER RECORDED DECEMBER 15, 2006 UNDER RECEPTION NO. [2006001010799](#).
12. TERMS, CONDITIONS AND PROVISIONS OF SEWER TAP PURCHASE AGREEMENT RECORDED NOVEMBER 27, 2001 AT RECEPTION NO. [C0891285](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION OF TERMS AND PROVISIONS FOR GRANTS OF EASEMENTS ON PLATS RECORDED JANUARY 22, 2002 UNDER RECEPTION NO. [C0917091](#).
14. TERMS, CONDITIONS AND PROVISIONS OF CONSOLIDATED DEVELOPMENT AGREEMENT FOR BUFFALO HILLS RANCH PUD RECORDED JANUARY 23, 2002 UNDER RECEPTION NO. [C0917475](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION OF TERMS AND PROVISIONS FOR GRANTS OF EASEMENTS ON PLATS RECORDED FEBRUARY 21, 2002 UNDER RECEPTION NO. [C0930342](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPER'S

**Old Republic National Title Insurance Company**  
**PROPERTY INFORMATION BINDER**

**Order Number:** ABC70717318

**Policy No.:** PIB70717318.3593741

AGREEMENT - BUILDING PERMIT RESTRICTIONS RECORDED MARCH 08, 2002 UNDER RECEPTION NO. [C0937187](#).

PARTIAL ASSIGNMENT OF DEVELOPER'S AGREEMENT RECORDED NOVEMBER 8, 2018 UNDER RECEPTION NO. [2018000090462](#).

17. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 20, 2002 UNDER RECEPTION NO. [C0971467](#).
18. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION FOR REUNION HOMEOWNERS ASSOCIATION, INC., RECORDED AUGUST 27, 2002, UNDER RECEPTION NO. [C1015874](#).

ASSIGNMENT OF DECLARANT'S RIGHTS AND WAIVER IN CONNECTION THEREWITH RECORDED AUGUST 21, 2017 UNDER RECEPTION NO. [2017000072566](#).

(APPLICABLE UPON ANNEXATION INTO REUNION HOMEOWNERS ASSOCIATION, INC.)

19. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE REUNION METROPOLITAN DISTRICT REGARDING THE IMPOSITION OF CITY CREDIT FEES, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 03, 2003, UNDER RECEPTION NO. [C1119895](#).

AMENDMENT NO. 16 TO THE AMENDED AND RESTATED RESOLUTION OF THE REUNION METROPOLITAN DISTRICT REGARDING THE IMPOSITION OF SYSTEM DEVELOPMENT FEES RECORDED FEBRUARY 21, 2017 UNDER RECEPTION NO. [2017000015992](#).

AMENDMENT NO. 7 TO THE AMENDED AND RESTATED RESOLUTION OF THE REUNION METROPOLITAN DISTRICT REGARDING THE IMPOSITION OF CITY CREDIT FEES RECORDED FEBRUARY 27, 2017 UNDER RECEPTION NO. [2017000017522](#).

20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION OF TERMS AND PROVISIONS FOR GRANTS OF EASEMENTS ON PLATS RECORDED MAY 14, 2004 UNDER RECEPTION NO. [20040514000357210](#).
21. RESERVATIONS AS CONTAINED IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 7, 2005 UNDER RECEPTION NO. [20050207000126940](#).
22. RESTRICTIVE COVENANTS AS CONTAINED IN QUIT CLAIM DEED RECORDED FEBRUARY 7, 2005 UNDER RECEPTION NO. [20050207000126950](#).
23. ASSIGNMENT OF SURFACE RIGHTS APPURTENANT TO MINERAL OWNERSHIP RECORDED FEBRUARY 7, 2005 UNDER RECEPTION NO. [20050207000126960](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF ACCESS EASEMENT RECORDED FEBRUARY 07, 2005 UNDER RECEPTION NO. [20050207000126990](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION OF TERMS AND PROVISIONS FOR GRANTS OF EASEMENTS FOR FENCE MAINTENANCE ON PLATS RECORDED MAY 16, 2005 UNDER RECEPTION NO. [20050516000515240](#).
26. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT

**Old Republic National Title Insurance Company**

**PROPERTY INFORMATION BINDER**

**Order Number:** ABC70717318

**Policy No.:** PIB70717318.3593741

OF REUNION FILING NO. 21 RECORDED SEPTEMBER 26, 2005 UNDER RECEPTION NO.

[20050926001046700.](#)

27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY MINERAL DEED RECORDED OCTOBER 14, 2005 UNDER RECEPTION NO. [20051014001135500.](#) ASSIGNMENT OF SURFACE RIGHTS APPURTENANT TO MINERAL INTERESTS RECORDED MARCH 26, 2009 UNDER RECEPTION NO. [2009000021345.](#)

28. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN NORTH RANGE METROPOLITAN DISTRICT NO. 1 AREA, IN INSTRUMENT RECORDED MAY 25, 2010, UNDER RECEPTION NO. [2010000034538.](#)

ASSIGNMENT OF DECLARANT'S RIGHTS AND WAIVER IN CONNECTION THEREWITH RECORDED AUGUST 21, 2017 UNDER RECEPTION NO. [201700072566.](#)

SUPPLEMENTAL DECLARATION NO. 8 FOR FUTURE ANNEXATIONS OF ANNEXED PROPERTY RECORDED AUGUST 10, 2018 UNDER RECEPTION NO. [2018000064891.](#)

29. OIL AND GAS LEASE BETWEEN L.C. FULENWIDER, INC; DIBC BUFFALO HILLS RANCH, LLC; DIBC 96TH AND POTOMAC, LLC; FFP-DIA, LLC AND HILCORP ENERGY I, L.P., RECORDED JULY 14, 2011 UNDER RECEPTION NO. [2011000043713;](#) RE-RECORDED FEBRUARY 14, 2012 UNDER RECEPTION NO. [2012000010599;](#) RE-RECORDED FEBRUARY 14 2012 UNDER RECEPTION NO. 2012000010848; AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: RELEASE RECORDED FEBRUARY 17, 2015 UNDER RECEPTION NO. [2015000010840.](#)

NOTE: RELEASE RECORDED MARCH 9, 2015 UNDER RECEPTION NO. [2015000016434](#) AND [2015000016435.](#)

30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF SURFACE USE AND COMPATIBLE DEVELOPMENT AGREEMENT RECORDED JULY 11, 2011 UNDER RECEPTION NO. [2011000043725.](#)

RESOLUTION CONCERNING THE ADOPTION OF THE 2019 ADDENDUM TO THE RESOLUTION CONCERNING THE IMPOSITION OF DISTRICT FEES RECORDED MARCH 29, 2019 UNDER RECEPTION NO. [2019000023168.](#)

RESOLUTION CONCERNING THE ADOPTION OF THE 2020 ADDENDUM TO THE RESOLUTION CONCERNING THE IMPOSITION OF DISTRICT FEES RECORDED FEBRUARY 205, 2020 UNDER RECEPTION NO. 2020000017727.

31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WATER RESOURCES AGREEMENT RECORDED NOVEMBER 16, 2012 UNDER RECEPTION NO. [2012000087270.](#)
32. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION FOR NORTH RANGE METROPOLITAN DISTRICT NO. 2 AREA IN INSTRUMENT RECORDED DECEMBER 16, 2014, UNDER RECEPTION NO. [2014000088340.](#)

**Old Republic National Title Insurance Company**

**PROPERTY INFORMATION BINDER**

**Order Number:** ABC70717318

**Policy No.:** PIB70717318.3593741

ASSIGNMENT OF DECLARANT'S RIGHTS AND WAIVER IN CONNECTION THEREWITH RECORDED  
AUGUST 21, 2017 UNDER RECEPTION NO. [2017000072566](#).

(APPLICABLE UPON ANNEXATION INTO NORTH RANGE METROPOLITAN DISTRICT NO. 2)

33. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH RANGE METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 07, 2016, UNDER RECEPTION NO. [2016000106324](#).
34. OIL AND GAS LEASE BETWEEN DIBC BUFFALO HILLS RANCH, LLC AND BISON OIL & GAS, LLC, A COLORADO LIMITED LIABILITY COMPANY, RECORDED JANUARY 06, 2017 UNDER RECEPTION NO. [2017000001753](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
35. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF SURFACE USE AGREEMENT BY AND BETWEEN DIBC BUFFALO HILLS RANCH, LLC, FFP-DIA, LLC AND BISON OIL & GAS LLC RECORDED JANUARY 06, 2017 UNDER RECEPTION NO. [2017000001754](#). ASSIGNMENT THEREOF RECORDED FEBRUARY 13, 2017 UNDER RECEPTION NO. [2017000013442](#).
36. OIL AND GAS LEASE BETWEEN FFP-DIA, LLC AND BISON OIL & GAS, LLC, A COLORADO LIMITED LIABILITY COMPANY, RECORDED JANUARY 06, 2017 UNDER RECEPTION NO. [2017000001761](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESTRICTIVE COVENANT AND AGREEMENT REGARDING WATER SERVICE RECORDED AUGUST 21, 2017 UNDER RECEPTION NO. [2017000072541](#).

FIRST AMENDMENT RECORDED OCTOBER 13, 2017 UNDER RECEPTION NO. [2017000090017](#).

38. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN QUIT CLAIM DEED RECORDED AUGUST 21, 2017 UNDER RECEPTION NO. [2017000072565](#).
39. RESERVATIONS AS CONTAINED IN SPECIAL WARRANTY DEED RECORDED AUGUST 10, 2018 UNDER RECEPTION NO. [2018000065030](#).
40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BUILDER DECLARATION RECORDED AUGUST 10, 2018 UNDER RECEPTION NO. [2018000065031](#).
41. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ASSIGNMENT AND BILL OF SALE (FRICO PLAN B PROJECT ERU WATER CREDITS AND ERU WATER CONNECTIONS) RECORDED OCTOBER 18, 2018 UNDER RECEPTION NO. [2018000084399](#).
42. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MINERAL DEED RECORDED FEBRUARY 25, 2019 UNDER RECEPTION NO. [2019000013361](#).
43. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN QUITCLAIM MINERAL DEED RECORDED JUNE 25, 2019 UNDER RECEPTION NO. [2019000049114](#).
44. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RELINQUISHMENT OF SURFACE RIGHTS RECORDED JULY 10, 2019 UNDER RECEPTION NO. [2019000053972](#).

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$125 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY



**Old Republic National Title Insurance Company****PROPERTY INFORMATION BINDER****Order Number:** ABC70717318**Policy No.:** PIB70717318.3593741

MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.  
NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR  
REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND  
SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT  
ARE SET FORTH IN CRS 24-65.5-103.



# INVOICE

**Land Title Guarantee Company**  
**5975 Greenwood Plaza Blvd Suite 125**  
**Greenwood Village, CO 80111**  
**303-270-0445**

TERRACINA DESIGN  
 JEFF MARCK  
 10200 E GIRARD AVE #A314  
 DENVER, CO 80231

## Reference

Your Reference Number:  
 Our Order Number: 70717318  
 Our Customer Number: 73788  
 Invoice Requested by: JEFF MARCK  
 Invoice (Process) Date: April 15, 2021  
 Transaction Invoiced By: Michael Welninski  
 Email Address: mwelninski@ltgc.com

**Invoice Number: 70717318**

Date: April 15, 2021

Order Number: 70717318

Property Address: VACANT LAND COMMERCE CITY

Parties: Shea Homes Limited Partnership

## Invoice Charges

Previous Amount Due:	\$0.00
Property Information Binder	\$500.00
Total Invoice Amount:	\$500.00
Current Balance Due:	\$500.00

## Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.  
 Please reference **Invoice Number 70717318** on your Payment



**JR ENGINEERING**

	PROJECT COSTS: Reunion Ridge F1								
	Original Contract Price	Approved Change Orders/Costs	Pending Change Orders	Totals	Balance Paid To Date	% Complete To Date	Twelfth Addendum	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
<b>CURRENT CONTRACTS / OBLIGATIONS</b>									
*Bid Schedules A,B - ESCO	\$ 9,825,546.56	\$ 3,905,721.30	\$ 336,009.80	\$ 14,067,277.66	\$ 9,324,498.28	66%			
*Landscape - Designsapces (Pending Board Approval)	\$ 2,557,350.00			\$ 2,557,350.00					
<b>Subtotal</b>	<b>\$ 12,382,896.56</b>	<b>\$ 3,905,721.30</b>	<b>\$ 336,009.80</b>	<b>\$ 16,624,627.66</b>	<b>\$ 9,324,498.28</b>				
*Bidding & Construction Services	\$ 923,094.00			\$ 923,094.00	\$ 773,585.63	84%			
*Bidding & Construction Services [Landscape] (Pending Board Approval)	\$ 999,750.00			\$ 999,750.00		0%			
*ROW & License Agreements from PSCO	\$ 15,000.00			\$ 15,000.00		0%			
*SACWSD ERU Cost (Pending Board Approval)	\$ 845,358.50			\$ 845,358.50		0%			
*SACWSD Tap Fees (Pending Board Approval)	\$ 947,180.57			\$ 947,180.57		0%			
*Install Street Lights - United Power (budgeted)	\$ 500,000.00			\$ 500,000.00		0%			
<b>Subtotal</b>	<b>\$ 4,230,383.07</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,230,383.07</b>	<b>\$ 773,585.63</b>				
<b>TOTALS</b>	<b>\$ 16,613,279.63</b>	<b>\$ 3,905,721.30</b>	<b>\$ 336,009.80</b>	<b>\$ 20,855,010.73</b>	<b>\$ 10,098,083.91</b>		<b>\$ 26,662,130.24</b>	<b>\$ 26,662,130.24</b>	<b>\$ 5,807,119.51</b>
<b>Certified Reimbursements to Clayton</b>									
*Bid Schedule C (Grading & EC) - BEMAS	\$ 633,635.85			\$ 633,635.85	\$ 633,635.85	100%			
*Gas Line Relocation - Sinclair	\$ 168,498.17			\$ 168,498.17	\$ 168,498.17	100%			
*10" Mesa-Boulder-Bri Relocation Agreement - Xcel	\$ 1,712,000.00	\$ (691,881.00)		\$ 1,020,119.00	\$ 1,020,119.00	100%			
*10" Mesa-Boulder-Bri Relocation Eng/Permit Fees - Xcel	\$ 235,000.00			\$ 235,000.00	\$ 235,000.00	100%			
Onsite Grading - BEMAS	\$ 1,917,070.76			\$ 1,917,070.76	\$ 1,917,070.76	100%			
Testing, Dev. & Pavement Study - AG Wassenaar	\$ 89,985.77			\$ 89,985.77	\$ 89,985.77	100%			
Infrastructure - Alpine	\$ 1,862,341.82			\$ 1,862,341.82	\$ 1,862,341.82	100%			
Staking - Aztec	\$ 112,178.87			\$ 112,178.87	\$ 112,178.87	100%			
Design - CORE Consultants	\$ 497,407.94			\$ 497,407.94	\$ 497,407.94	100%			
Market Study - Meyers	\$ 30,782.35			\$ 30,782.35	\$ 30,782.35	100%			
Design - Terracina	\$ 111,053.64			\$ 111,053.64	\$ 111,053.64	100%			
<b>Subtotal</b>	<b>\$ 4,620,821.15</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,620,821.15</b>	<b>\$ 4,620,821.15</b>				
<b>Future Possible Reimbursements to Clayton</b>									
*10" Sand Creek Gas Line - PSCo Compensation	\$ 217,000.00			\$ 217,000.00	\$ 217,000.00	100%			
*10" Mesa-Boulder-Bri Relocation Extension - Xcel	\$ 97,942.84			\$ 97,942.84	\$ 97,942.84	100%			
*ROW & Temp Easements from HWY 2 LLC	\$ 32,934.00			\$ 32,934.00		0%			
AT&T Fiber Lowering - AT&T	\$ 171,650.00			\$ 171,650.00	\$ 171,650.00	100%			
<b>Subtotal</b>	<b>\$ 519,526.84</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 519,526.84</b>	<b>\$ 486,592.84</b>				
<b>Total Reimbursements to Clayton</b>	<b>\$ 5,140,347.99</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,140,347.99</b>	<b>\$ 5,107,413.99</b>				
Construction Contingency \$740,105.00									
*Originally part of the 12th Addendum funding - \$26,662,130.24									

Reunion Metropolitan District  
Funding Through NRMD #3  
Budget Tracking



PROJECT COSTS: Village 7E & 7B, Mobile St, & F37 Landscape							% Complete To Date	Second Addendum	Seventh Addendum	Thirteenth Addendum	Addendum	Seventeenth Addendum (Pending Approval)	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date									
CURRENT CONTRACTS / OBLIGATIONS														
*Buffalo Run Hole #11 - PEI	\$ 272,608.00	\$ 41,501.91		\$ 314,109.91	\$ 314,109.91	100%								
*Bid Schedules A, B - JBS Pipeline	\$ 2,407,978.15	\$ 227,450.96	\$ (431.40)	\$ 2,634,997.71	\$ 2,482,187.45	94%								
*Bid Schedule C (Mobile St) - ESCO Construction	\$ 508,576.72	\$ (4,255.60)		\$ 504,321.12	\$ 504,321.12	100%								
*Landscape - Brightview	\$ 1,477,072.48		\$ 9,266.16	\$ 1,486,338.64	\$ 258,937.12	17%								
Subtotal	\$ 4,666,235.35	\$ 264,697.27	\$ 8,834.76	\$ 4,939,767.38	\$ 3,559,555.60									
*Bidding & Construction Services	\$ 525,250.00			\$ 525,250.00	\$ 375,452.50	71%								
*Mobile Street Lights - United Power	\$ 46,003.40			\$ 46,003.40	\$ 46,003.40	100%								
*SACWSD Tap Fees (Phase 1A&1B - Taps 1,2,8,9)[Approved @ 7/2020 Board Meeting]	\$ 175,714.55			\$ 175,714.55	\$ 175,714.55	100%								
*SACWSD ERU Cost per Transfer Agreement (Phase 1A&1B - Taps 1,2,8,9)	\$ 146,627.50			\$ 146,627.50	\$ 146,627.50	100%								
*SACWSD Revised Tap #8 Fee [Tap Size Changed 3/4 to 2"] (Pending Board Approval)	\$ 152,277.09			\$ 152,277.09		0%								
*SACWSD Tap #8 Revised ERU Cost [Additional 19.89 ERUs] (Pending Board Approval)	\$ 136,246.50			\$ 136,246.50		0%								
*SACWSD ERU Cost & Tap Fees (Phase 2B,2C,3,4A,5,6,7) (Pending Tap Quotes)				\$ -										
Subtotal	\$ 1,182,119.04	\$ -	\$ -	\$ 1,182,119.04	\$ 743,797.95									
TOTAL	\$ 5,848,354.39	\$ 264,697.27	\$ 8,834.76	\$ 6,121,886.42	\$ 4,303,353.55		\$ 700,000.00	\$ 2,582,558.15	\$ 1,070,232.00	\$ 1,667,676.00	\$ 288,523.59	\$ 6,308,989.74	\$ 187,103.32	
Certified Reimbursements to Clayton														
Testing, Dev. & Pavement Study - AG Wassenaar	\$ 159,667.22			\$ 159,667.22	\$ 159,667.22	100%								
Infrastructure - Alpine	\$ 396,051.37			\$ 396,051.37	\$ 396,051.37	100%								
Infrastructure - American West	\$ 2,344,256.80			\$ 2,344,256.80	\$ 2,344,256.80	100%								
Grading - Arvada Ex	\$ 2,065,163.08			\$ 2,065,163.08	\$ 2,065,163.08	100%								
Paving - Asphalt Spec.	\$ 418,269.24			\$ 418,269.24	\$ 418,269.24	100%								
Design - Atwell	\$ 127,166.04			\$ 127,166.04	\$ 127,166.04	100%								
Staking - Aztec	\$ 123,537.73			\$ 123,537.73	\$ 123,537.73	100%								
Import Fill - GRC	\$ 44,718.03			\$ 44,718.03	\$ 44,718.03	100%								
Design - Terracina	\$ 66,461.03			\$ 66,461.03	\$ 66,461.03	100%								
Total Reimbursements to Clayton	\$ 5,745,290.54	\$ -	\$ -	\$ 5,745,290.54	\$ 5,745,290.54									
Construction Contingency \$301,449.39														
Landscape Contingency \$73,854.00														
*Originally part of the 2nd, 7th, 13th Addendum funding - \$4,352,790.15														



**JR ENGINEERING**

	PROJECT COSTS: E. 112th Avenue						% Complete To Date			
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date		Eleventh Addendum	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs	
CURRENT CONTRACTS / OBLIGATIONS										
Bid Schedules A-F - HEI Civil	\$ 8,238,168.45	\$ 196,614.20		\$ 8,434,782.65	\$ 8,405,892.65	99.7%				
Landscape Bid Schedules A-C - Brightview	\$ 432,606.49		\$ 34,549.83	\$ 467,156.32	\$ 342,423.17	73.3%				
Subtotal	\$ 8,670,774.94	\$ 196,614.20	\$ 34,549.83	\$ 8,901,938.97	\$ 8,748,315.82					
Bidding & Construction Services (Testing & Staking)	\$ 520,983.00			\$ 520,983.00	\$ 517,462.50	99%				
Construction Services - Contour (3.5%)	\$ 347,322.00			\$ 347,322.00	\$ 362,112.30	104%				
SACWSD ERU & Tap Fees	\$ 19,378.59			\$ 19,378.59	\$ 19,378.59	100%				
Install Street Lights - United Power	\$ 396,250.32			\$ 396,250.32	\$ 396,250.32	100%				
Relocate Conflicting Electric Facilities - United Power	\$ 66,529.36			\$ 66,529.36	\$ 66,529.36	100%				
Subtotal	\$ 1,350,463.27	\$ -	\$ -	\$ 1,350,463.27	\$ 1,361,733.07					
TOTALS	\$ 10,021,238.21	\$ 196,614.20	\$ 34,549.83	\$ 10,252,402.24	\$ 10,110,048.89		\$ 10,811,179.13	\$ 10,811,179.13	\$ 558,776.89	
Commerce City Costs (Reimbursement to RMD)										
Bid Schedules A,B,C,E	\$ 5,442,725.64			\$ 5,442,725.64	\$ 3,000,000.00	55.1%				
SACWSD Costs (Reimbursement to RMD)										
Bid Schedule F	\$ 958,256.84			\$ 958,256.84	\$ 958,256.84	100.0%				
*Construction Contingency \$472,547.41										

Reunion Metropolitan District  
Funding Through RMD  
Budget Tracking



	PROJECT COSTS: Walden & 104 Traffic Signal					% Complete To Date		
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date		Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
CURRENT CONTRACTS / OBLIGATIONS								
Bid Schedule - WSR	\$ 487,104.40		\$ 12,856.70	\$ 499,961.10	\$ -	0.0%		
Subtotal	\$ 487,104.40	\$ -	\$ 12,856.70	\$ 499,961.10	\$ -			
Bidding & Construction Services	\$ 44,886.00			\$ 44,886.00	\$ 19,980.67	45%		
Electric Service - United Power	\$ 7,500.00			\$ 7,500.00	\$ -	0%		
Subtotal	\$ 52,386.00	\$ -	\$ -	\$ 52,386.00	\$ 19,980.67			
TOTALS	\$ 539,490.40	\$ -	\$ 12,856.70	\$ 552,347.10	\$ 19,980.67			

\*Construction Contingency \$49,460.00

Reunion Metropolitan District  
Funding Through RMD  
Budget Tracking



	PROJECT COSTS: Southlawn Pool Improvements					% Complete To Date		
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date		Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
CURRENT CONTRACTS / OBLIGATIONS								
Bid Schedule - FCI	\$ 58,610.94	\$ -		\$ 58,610.94	\$ -	0.0%		
Subtotal	\$ 58,610.94	\$ -	\$ -	\$ 58,610.94	\$ -			
TOTALS	\$ 58,610.94	\$ -	\$ -	\$ 58,610.94	\$ -		\$ 60,000.00	\$ 1,389.06





Reunion Metropolitan District  
Funding Through NRMD #2  
Budget Tracking



	PROJECT COSTS: F35 Landscape					% Complete To Date
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date	
CURRENT CONTRACTS / OBLIGATIONS						
Landscape Bid Schedule - Designs	\$ 726,072.20			\$ 726,072.20	\$ 621,037.71	85.5%
Subtotal	\$ 726,072.20	\$ -	\$ -	\$ 726,072.20	\$ 621,037.71	
Bidding & Construction Services	\$ 10,000.00			\$ 10,000.00	\$ 7,500.00	75%
TOTALS	\$ 736,072.20	\$ -	\$ -	\$ 736,072.20	\$ 628,537.71	



**J·R ENGINEERING**

	PROJECT COSTS: F34 & 100th Avenue						% Complete To Date	First Addendum	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date					
CURRENT CONTRACTS / OBLIGATIONS										
Bid Schedules A,B,C - PEI	\$ 2,158,658.12	\$ (100,770.17)		\$ 2,057,887.95	\$ 2,057,887.95	100.0%				
Bid Schedule C - ESCO	\$ 341,416.75	\$ 39,661.62		\$ 381,078.37	\$ 381,078.37	100.0%				
Subtotal	\$ 2,500,074.87	\$ (61,108.55)	\$ -	\$ 2,438,966.32	\$ 2,438,966.32					
Bidding & Construction Services	\$ 400,000.00			\$ 400,000.00	\$ 373,568.84	93%				
Install Street Lights - United Power	\$ 19,054.00	\$ (4,004.00)		\$ 15,050.00	\$ 15,050.00	100%				
Underground Electric - United Power	\$ 66,277.00			\$ 66,277.00	\$ 66,277.00	100%				
ROW Acquisition from Swink	\$ 100,000.00			\$ 100,000.00	\$ 100,000.00	100%				
Subtotal	\$ 485,331.00	\$ (4,004.00)	\$ -	\$ 481,327.00	\$ 454,895.84					
TOTALS	\$ 2,985,405.87	\$ (65,112.55)	\$ -	\$ 2,920,293.32	\$ 2,893,862.16					
*Construction Contingency \$250,007.40							\$ 3,700,000.00	\$ 3,700,000.00	\$ 779,706.68	



**J-R ENGINE**

	PROJECT COSTS: Pond A Restoration					% Complete To Date
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date	
<b>CURRENT CONTRACTS / OBLIGATIONS</b>						
Pond Bid Schedule - Brightview	\$ 63,826.00		\$ 14,028.75	\$ 77,854.75	\$ 52,597.70	67.6%
<b>TOTALS</b>	<b>\$ 63,826.00</b>	<b>\$ -</b>	<b>\$ 14,028.75</b>	<b>\$ 77,854.75</b>	<b>\$ 52,597.70</b>	
*Construction Contingency \$9,573.90						



**JR ENGINEERING**

	PROJECT COSTS: STEAD School Phase 1									
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date	% Complete To Date	2021A	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs	
CURRENT CONTRACTS / OBLIGATIONS										
Bid Schedule - WSR	\$ 608,774.00		\$ 12,856.70	\$ 621,630.70	\$ -	0.0%				
Subtotal	\$ 608,774.00	\$ -	\$ 12,856.70	\$ 621,630.70	\$ -					
Bidding & Construction Services	\$ 94,050.00			\$ 94,050.00	\$ 31,156.20	33%				
Relocate Street Lights - United Power	\$ 12,603.93			\$ 12,603.93	\$ 12,603.93	100%				
Subtotal	\$ 106,653.93	\$ -	\$ -	\$ 106,653.93	\$ 43,760.13					
TOTALS	\$ 715,427.93	\$ -	\$ 12,856.70	\$ 728,284.63	\$ 43,760.13		\$ 778,050.00	\$ 778,050.00	\$ 49,765.37	
*Construction Contingency \$62,138.00										



## CHANGE ORDER

### Reunion Metropolitan District

CHANGE ORDER NO. 01 DATED: April 22, 2021

CONTRACT FOR: Reunion Metropolitan District F37 Landscape Improvements

OWNER: Reunion Metropolitan District

CONTRACTOR: Brightview Landscape Development AGREEMENT DATE: August 6, 2020

The following changes are hereby made to the Contract Documents:

Justification:

FCN #1A – Magnation Units

Raul Martinez of the Reunion Metro District requested that Brightview install magnation units on the irrigation systems for decreased water consumption and improved water quality. **Total \$9,266.16**

**220 Calendar Days** have been added to bid schedules 1A & 1B contract duration due to start date change and weather days.

Enclosures: COR #01

Adjustment to Contract Price:

Contract Price prior to this Change Order	\$ 1,477,072.48
Net Adjustment Resulting from this Change Order (+or -)	+\$9,266.16
Current Contract Price Including this Change Order	\$ 1,486,338.64

Contract Time:

Original Contract Completion Date Schedules 1A & 1B (90 Calendar Days): November 22, 2020

Change in Contract Completion Date Due to this Change Order: 220 Calendar Days

New 1A & 1B Contract Completion Date: June 30, 2021

Original Contract Completion Date Schedules 2B,2C,3,4B,5,6,7: September 30, 2022

Reunion Metropolitan District certifies that an adequate appropriation of funds is available to equal or exceed the new contract price including this change order.

REUNION METROPOLITAN  
DISTRICT

BRIGHTVIEW LANDSCAPE

Kris Kaufman

Digitally signed by Kris Kaufman  
DN: C=US,  
E=kris.kaufman@brightview.com,  
CN=Kris Kaufman  
Date: 2021.04.26 18:15:18-06'00'

\_\_\_\_\_  
District Board Representative

\_\_\_\_\_  
Project Manager



## CHANGE ORDER RECOMMENDATION

### Reunion Metropolitan District

CHANGE ORDER NO. 01 DATED: April 22, 2021

CONTRACT FOR: Reunion Metropolitan District F37 Landscape Improvements

OWNER: Reunion Metropolitan District

CONTRACTOR: Brightview Landscape Development AGREEMENT DATE: August 6, 2020

The following changes are hereby made to the Contract Documents:

Justification:

FCN #1A – Magnation Units

Raul Martinez of the Reunion Metro District requested that Brightview install magnation units on the irrigation systems for decreased water consumption and improved water quality. **Total \$9,266.16**

**220 Calendar Days** have been added to bid schedules 1A & 1B contract duration due to start date change and weather days.

Enclosures: FCN #1

Adjustment to Contract Price:

Contract Price prior to this Change Order	\$ 1,477,072.48
Net Adjustment Resulting from this Change Order (+or -)	+\$9,266.16
Current Contract Price Including this Change Order	\$ 1,486,338.64

Contract Time:

Original Contract Completion Date Schedules 1A & 1B (90 Calendar Days):	November 22, 2020
Change in Contract Completion Date Due to this Change Order:	220 Calendar Days
New 1A & 1B Contract Completion Date:	June 30, 2021
Original Contract Completion Date Schedules 2B,2C,3,4B,5,6,7:	September 30, 2022

Issued by:  
JR ENGINEERING

BY: \_\_\_\_\_

Date: April 22, 2021



## FIELD CHANGE NOTIFICATION

PROJECT:  
**F37 RMD LANDSCAPE IMPROVEMENTS**  
**BID SCHEDULE A**

PROJECT NO.  
**14421.15**

FIELD CHANGE NO.  
**1**

### PROPOSED CHANGE DESCRIPTION

The purpose of this Field Change Notification is to provide direction to Brightview on the addition of magnation units to the scope of work. Raul Martinez of the Reunion Metro District requested that Brightview install magnation units on the irrigation systems for decreased water consumption and improved water quality. Brightview is to install the magnation units per manufactures specifications. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FCN. The Contractor shall be compensated for the work as shown in the table below. FCN's shall be added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule A</b>					
	Magnation Units	1	LS	\$ 9,266.16	\$ 9,266.16
<b>TOTAL FOR THIS FCN</b>					<b>\$ 9,266.16</b>

_____	<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.)_____
_____	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
_____	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
_____	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE	<input type="checkbox"/> OTHER

<b>EXHIBITS ATTACHED</b>	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES, IF YES, CHECK APPLICABLES BOXES
<input type="checkbox"/> COPIES OF MARKED-UP AREA(S) OF DRAWING(S)		
<input type="checkbox"/> FIELD CHANGE REQUEST FOR (FCR NO. _____)	<input checked="" type="checkbox"/> OTHER (Describe)	Brightview's PCI #00001

COMMENTS	SCHEDULE ERECTED/PLACEMENT DATE(S)_____
----------	---

ORIGINATOR: <b>JR ENGINEERING</b>	DATE <u>1/14/2021</u>
-----------------------------------	-----------------------

DISTRIBUTION (Check as applicable)

- ☒ JR ENGINEERING Project Engineer: Michele Tom
- ☒ BRIGHTVIEW: Seth McCabe/ William Coisman
- ☐ JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- ☒ REUNION METRO DISTRICT: Aaron Clutter/ Raul Martinez

JR ENGINEERING



Project Engineer

1/14/2021

Date



# BrightView Landscape Development, Inc.

## Potential Change Item

No. 00001

**Title:** (9) Ea Magnation Units

**Date:** Jan 05, 2021

**Project:** Reunion Metro Dist Filings 37

**Job:** 111917

**Attn:** Michele Tom

Reunion Metropolitan District

17910 E Parkside Dr N,

Commerce City, CO 80022

**Phone:**

**Description Of Estimate:**

Estimate to provide and install (9) Ea magnation units

### Breakdown Of Work

Item	Description of Work	Quantity	Units	Unit Price	Net Amount
1	See Attached	1.00	LS	0.00	\$9,266.16
				<b>Total :</b>	\$9,266.16

**Estimated Time Extension** 0 Days

This estimate will remain in effect for 30 days, unless otherwise noted. After expiration, a new estimate will be submitted upon request

**Notes:**

- ☒ This work will not be done until approved and written change order is issued.
- ☐ A signature below authorizes us to proceed with the work described above, at the stated prices.
- ☐ Extension of time necessary for this change: 0 consecutive working days.
- ☐ This work was done in accordance with your order to proceed: Please issue change order.

**Prepared By:** \_\_\_\_\_

Seth McCabe

BrightView Landscape Development, Inc.

**Date:** Jan 05, 2021

**Approved By:** \_\_\_\_\_

Michele Tom

Reunion Metropolitan District

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

Reunion Metropolitan District  
RMD Filing 37

---

January 5, 2021

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>Irrigation</b>			
2" Magnation Unit - Rainbolt AL-2	1 Ea	\$2,088.04	\$2,088.04
1.5" Magnation Unit - Rainbolt AL-1.5	2 Ea	\$1,721.65	\$3,443.30
3/4" Magnation Unit - Rainbolt AL-3/4	6 Ea	\$622.47	\$3,734.82
		<b>GRAND TOTAL</b>	<b>\$9,266.16</b>

## **CHANGE ORDER**

**Project Number:** 14421.15

**Change Order No.:** 1

**Name of Project:** Pond A Restoration Project

**Date:** April 24, 2021

**Owner:** Reunion Metropolitan District

**Contractor:** Brightview Landscape Development, Inc.

The following changes are hereby made to the **CONTRACT DOCUMENTS**:

**Justification:**

FCN #1 – Original estimated quantities for sediment/vegetation removal were exceeded.

**126 Calendar Days** have been added to contract duration due to start date change and weather days.

**Adjustment to Contract Price:**

Original Contract Price	<u>\$63,826.00</u>
Net Adjustment Resulting from this Change Order (+or -)	<u>+\$14,028.75</u>
Current Contract Price Including this Change Order	<u>\$77,854.75</u>

**Adjustments to Contract Time:**

Current Contract Time:	
Additional Calendar Days due to this Change Order.....	<u>126 Days</u>
Current Contract Completion Date.....	<u>June 1, 2021</u>

The Reunion Metropolitan District certifies that an adequate appropriation of funds is available to equal or exceed the new contract price including this change order.

**Attachments:**

COR #1

REUNION METRO DISTRICT

BRIGHTVIEW LANDSCAPE

\_\_\_\_\_  
Representative  
District Board

Kris Kaufman

Digitally signed by Kris Kaufman  
DN: C=US,  
E=kris.kaufman@brightview.com,  
CN=Kris Kaufman  
Date: 2021.04.26 18:15:41-06'00'

\_\_\_\_\_  
Project Manager

**CHANGE ORDER RECOMMENDATION****Reunion Metropolitan District**CHANGE ORDER NO. 1CONTRACT FOR: Pond A Restoration ProjectOWNER: Reunion Metropolitan DistrictAGREEMENT DATE: August 6, 2020CONTRACTOR: Brightview Landscape Development, Inc.CONTRACT COMPLETION: October 5, 2020

The following changes are hereby made to the Contract Documents:

**Justification:**

FCN #1 – Original estimated quantities for sediment/vegetation removal were exceeded.

**126 Calendar Days** have been added to contract duration due to start date change and weather days.

Enclosures: FCN #1

**Adjustment to Contract Price:**

Original Contract Price	<u>\$63,826.00</u>
Net Adjustment Resulting from this Change Order (+or -)	<u>+\$14,028.75</u>
Current Contract Price Including this Change Order	<u>\$77,854.75</u>

**Adjustments to Contract Time:****Current Contract Time:**Additional Calendar Days due to this Change Order..... 126 DaysCurrent Contract Completion Date..... June 1, 2021

Issued by:



JR ENGINEERING

BY: Michele D. TomDATE: April 24, 2021

**FIELD CHANGE NOTIFICATION****PROJECT:  
POND A RESTORATION****PROJECT NO.  
14421.15****FIELD CHANGE NO.  
1****PROPOSED CHANGE DESCRIPTION**

The purpose of this Field Change Notification is to document additional sediment/vegetation removal required for the Pond A Restoration Project. Because of the existing pond condition, exact removal quantities were unknown. Estimated quantities were based off the original 2005 design topo since there was no pre-construction topo of the pond. Original quantity calculations assumed that the muck removal covered the area in the exhibit (attached for reference) that showed the seeding and mulching, within the irregular trapezoidal channel, to an assumed depth of 1.5'. Some areas trapped higher amounts of sediment and vegetation continued to accumulate. The work was necessary to restore the trickle channel and drainage structures for the pond to drain correctly. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FCN. The Contractor shall be compensated for the work as shown in the table below. FCN's shall be added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Pond A Restoration</b>					
	Removal of Additional Sediment/Vegetation	1,305	CY	\$ 10.75	\$ 14,028.75
<b>TOTAL FOR THIS FCN</b>					<b>\$ 14,028.75</b>



_____	<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.) _____
_____	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
_____	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
_____	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE	<input type="checkbox"/> OTHER

**EXHIBITS ATTACHED** ☐ NO ☒ YES, IF YES, CHECK APPLICABLES BOXES

☐ COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

☐ FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_)

☒ OTHER (Describe)

Pond Restoration  
Exhibit, Brightview's  
PCI #00001

COMMENTS

SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_

ORIGINATOR: **JR ENGINEERING**

DATE 4/22/2021

DISTRIBUTION (Check as applicable)


☒ JR ENGINEERING Project Engineer/Construction Engineer: Tristan Bonser/Michele Tom

☒ BRIGHTVIEW: Joshua Aylesworth/ William Coisman

☐ JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson

☒ REUNION METRO DISTRICT: Aaron Clutter/ Raul Martinez

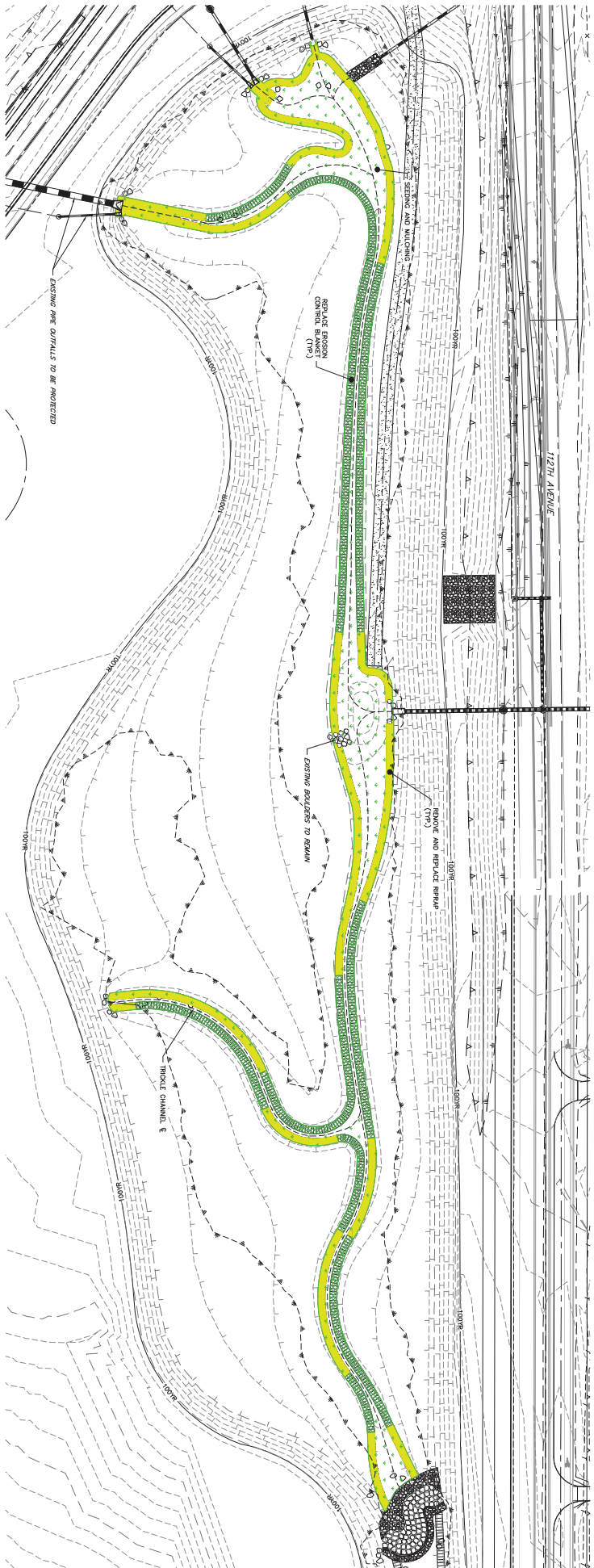
JR ENGINEERING

  
\_\_\_\_\_  
District Engineer

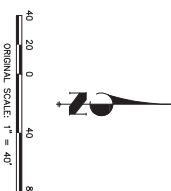
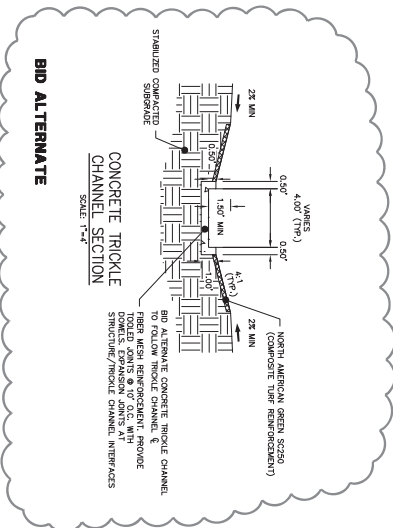
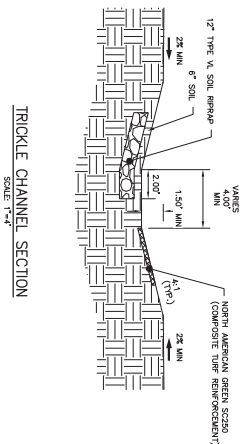
4/25/2021  
Date

# REUNION METRO DISTRICT SERVICE PLAN

## POND TRICKLE CHANNEL MAINTENANCE EXHIBIT



- LEGEND**
- PROPOSED EROSION CONTROL BLANKET
  - REMOVE AND REPLACE BRAP
  - PROPOSED SEEDING AND MULCHING
  - BID ALTERNATE-PROPOSED TRICKLE CHANNEL CENTRALLINE





# BrightView Landscape Development, Inc.

## Potential Change Item

No. 00001

**Title:** Extra much removal and haul off

**Date:** Mar 31, 2021

**Project:** Reunion Metro Dist Det Pond

**Job:** 111919

**Attn:** Michelle Tom

,

**Phone:**

### Description Of Estimate:

Exceeded the unit given at bid time for total CY hauled off

### Breakdown Of Work

Item	Description of Work	Quantity	Units	Unit Price	Net Amount
1	Removal of Muck (Offsite Haul)	1,305.00	CY	10.75	\$14,028.75
				<b>Total :</b>	\$14,028.75

**Estimated Time Extension**    0    Days

This estimate will remain in effect for 30 days, unless otherwise noted. After expiration, a new estimate will be submitted upon request

### Notes:

- ☐ This work will not be done until approved and written change order is issued.
- ☒ A signature below authorizes us to proceed with the work described above, at the stated prices.
- ☐ Extension of time necessary for this change: 0 consecutive working days.
- ☐ This work was done in accordance with your order to proceed: Please issue change order.

**Prepared By:** \_\_\_\_\_

Seth McCabe

BrightView Landscape Development, Inc.

**Date:** Mar 31, 2021

**Approved By:** \_\_\_\_\_

Michelle Tom

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

[illegible]

JK TRANSPORTS, INC.  
P.O. Box 88 Firststone, CO 80520  
Dispatch (303) 434-2719 • Fax (303) 536-4950  
Email: jktransportinc@yahoo.com

18

8448

3-9-21

TRUCK #  
5C38

PRINT DRIVER'S NAME  
Manuel Vasquez

JOB #  
112

BILL TO:  
Bright View Landscapes

TICKET NO.  
198694

LOCATION AND DESCRIPTION

HOURLY HAUL

LOAD AT: 1128 Parkside

START TIME  
7:30

STOP TIME  
5:30

UNLOAD AT: 0111 site

TOTAL HOURS  
10

MATERIAL HAULED: Dirt

NET DUE 45 DAYS FROM DATE OF THIS STATEMENT. PAST DUE ACCOUNTS BEAR INTEREST AT 1 1/2% PER MONTH. IN THE EVENT COLLECTION OF THIS ACCOUNT BECOMES NECESSARY, CLIENT AGREES TO PAY ALL COSTS AND REASONABLE ATTORNEY FEES.

LOAD TIME UNLOAD TIME TICKET NO. NET WEIGHT LOAD TIME UNLOAD TIME TICKET NO. NET WEIGHT

JOB SUPERINTENDENT'S SIGNATURE

DRIVER'S SIGNATURE

OWNER OF TRUCK

BOTH WHITE COPIES SEND TO JK TRANSPORTS CANARY TO CUSTOMER PINK TO TRACKING CO.

[illegible]



20333 E. 40th Pl.  
Denver, CO 80249

1900

**Casillas Trucking, Inc.**

Dispatch: 720.936.4185  
Office: 303.883.8634

Fax: 303.298.8317  
office@casillastrucking.com

8448

TRUCK # 3041	DATE 3-9-21
TANDEM <input checked="" type="checkbox"/>	TRAILER <input type="checkbox"/>

PRINT DRIVER'S NAME Newell Torres	JOB #
BILL TO:	TICKET NO. 27906

LOCATION AND DESCRIPTION		HOURLY RATE	
LOAD AT: _____	START TIME _____ AM	STOP TIME _____ AM	
UNLOAD AT: _____	_____ PM	_____ PM	
MATERIAL HAULED: _____	TOTAL HOURS _____	RATE _____	

[illegible]

NET DUE 45 DAYS FROM DATE OF THIS STATEMENT PAST DUE ACCOUNTS BEAR INTEREST AT 1.5% PER MONTH IN THE EVENT COLLECTION OF THIS ACCOUNT BECOMES NECESSARY, CLIENT AGREES TO PAY ALL COSTS AND REASONABLE ATTORNEY FEES.

**JOB SUPERINTENDENT'S SIGNATURE:** [Signature]

DRIVER'S SIGNATURE: *James C. Talbot*

OWNER OF TRUCK: Valley Concrete

JK TRANSPORTS, INC.

P.O. Box 88 Firestone, CO 80520  
Dispatch (303) 434-2719 • Fax (303) 536-4950  
Email: jktransportsinc@yahoo.com

844/8

TRUCK # J-01		DATE 03/09/2021
-----------------	---	--------------------

PRINT DRIVER'S NAME <b>JORGE</b>	JOB #
BILL TO: <b>BRIGHT VIEW LANDSCAPE</b>	TICKET NO. <b>206023</b>

LOCATION AND DESCRIPTION		HOURLY HAUL	
LOAD AT: 112TH & PARKSIDE		START TIME 7:30	STOP TIME 5:30
UNLOAD AT: WALDEN #107		TOTAL HOURS 10	RATE
MATERIAL HAULED: 5011			

LOAD TIME	UNLOAD TIME	TICKET NO.	NET WEIGHT	LOAD TIME	UNLOAD TIME	TICKET NO.	NET WEIGHT
7:45	8:15	<del>1220</del>	1.20	1:20			
8:30	8:55		1.50	2:05			
9:10	9:25		2.20	2:35			
9:40	10:00		2.50	3:05			
10:10	10:25		3.20	3:40			
10:40	11:00		4.00	4:10			
11:10	11:25		4.25	4:40			
11:40	11:55		5.00				
12:10	12:30						
12:45	1:00						

NET DUE 45 DAYS FROM DATE OF THIS STATEMENT. PAST DUE ACCOUNTS BEAR INTEREST AT 1 1/2% PER MONTH. IN THE EVENT COLLECTION OF THIS ACCOUNT BECOMES NECESSARY, CLIENT AGREES TO PAY ALL COSTS AND REASONABLE ATTORNEY FEES.

JOB SUPERINTENDENT'S SIGNATURE \_\_\_\_\_

DRIVER'S SIGNATURE VORBER 11 Special Adg.

OWNER OF TRUCK LAPEZ ROCKING

BOTH WHITE COPIES SEND TO JK TRANSPORTS      CANARY TO CUSTOMER      PINK TO TRUCKING CO.

## CHANGE ORDER

**Project Number:** 14421.15

**Change Order No.:** 7

**Name of Project:** Landscape Improvements Project

**Date:** March 5, 2021

**Owner:** Reunion Metropolitan District

**Contractor:** CDI Environmental Contractors

The following changes are hereby made to the **CONTRACT DOCUMENTS**:

**Justification:**

FCN #1 - Irrigation lines were not properly blown out by CDI. Reunion Metro District landscape crew had to blow out the irrigation lines for winterization (\$1,600.00).

Adjustment to Contract Price:

Original Contract Price	<u>\$1,142,033.10</u>
Current Contract Price	<u>\$1,199,124.99</u>
Net Adjustment Resulting from this Change Order (+or -)	<u>-\$1,600.00</u>
Current Contract Price Including this Change Order (Days or Date)	<u>\$1,197,524.99</u>

Adjustments to Contract Time:

Current Contract Time:

Additional Calendar Days due to this Change Order.....

N/A

Current Contract Completion Date.....

October 31, 2019

The Reunion Metropolitan District certifies that an adequate appropriation of funds is available to equal or exceed the new contract price including this change order.

Attachments: COR #7

REUNION METROPOLITAN DISTRICT

CDI ENVIRONMENTAL CONTRACTORS

\_\_\_\_\_  
Representative  
District Board

  
Manager



**CHANGE ORDER RECOMMENDATION****Reunion Metropolitan District**CHANGE ORDER NO. 7CONTRACT FOR: Landscape Improvements ProjectBID SCHEDULE: ALLOWNER: Reunion Metropolitan DistrictAGREEMENT DATE: January 28, 2019CONTRACTOR: CDI Environmental ContractorCONTRACT COMPLETION: Oct. 17, 2019

The following changes are hereby made to the Contract Documents:

**Justification:****FCN #1**

CDI failed to complete part of the maintenance per the Contract. The RMD landscape technicians had to complete the maintenance of the irrigation lines for winterization of the irrigation.


Enclosures: FCN #1

**Adjustment to Contract Price:**

Original Contract Price	<u>\$1,142,033.10</u>
Current Contract Price	<u>\$1,199,124.99</u>
Net Adjustment Resulting from this Change Order (+or -)	<u>-\$1,600.00</u>
Current Contract Price Including this Change Order (Days or Date)	<u>\$1,197,524.99</u>

**Adjustments to Contract Time:****Current Contract Time:**Additional Calendar Days due to this Change Order..... -Current Contract Completion Date..... October 31, 2019

Issued by:


  
 \_\_\_\_\_  
 JR ENGINEERING
BY: Michele TomDATE: December 7, 2020



**FIELD CHANGE NOTIFICATION**

PROJECT:  
**RMD LANDSCAPE IMPROVEMENTS**  
**ALL BID SCHEDULES**

PROJECT NO.  
**14421.15**

FIELD CHANGE NO.  
**1**

**PROPOSED CHANGE DESCRIPTION**

The purpose of this Field Change Notification is to document a maintenance issue. Per the Contract, part of the irrigation maintenance required by CDI is to blow out the irrigation lines for winterization. On 11/9/2020 Raul Martinez from the Reunion Metro District sent Dale Draper an email regarding an area of the irrigation lines that was not properly blown out. Raul sent emails that show zones and how much water was in them and also provided videos to show the quick coupler in an area that was supposed to be blow out by CDI. Raul needed to finish up with the winterization so he could return the equipment he had rented to complete the work. Raul then had his technicians check the remaining irrigation lines in all the filings so he could complete the winterization. Raul had to devote 4 irrigation technicians for a period of 8 hours @ \$50.00/hr for each technician. The cost for this maintenance will be removed from CDI's contract. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FCN. The Contractor shall be compensated for the work as shown in the table below. FCN's shall be added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule A - FILING 19</b>					
	Maintenance Issue Cost	(1)	LS	\$ 400.00	\$ (400.00)
<b>Bid Schedule B - FILING 23</b>					
	Maintenance Issue Cost	(1)	LS	\$ 400.00	\$ (400.00)
<b>Bid Schedule C - FILING 25</b>					
	Maintenance Issue Cost	(1)	LS	\$ 400.00	\$ (400.00)
<b>Bid Schedule D - FILING 26</b>					
	Maintenance Issue Cost	(1)	LS	\$ 400.00	\$ (400.00)
<b>GRAND TOTAL FOR THIS FCN</b>					<b>\$ (1,600.00)</b>

_____	<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.) _____
_____	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
_____	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
_____	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE	<input type="checkbox"/> OTHER

**EXHIBITS ATTACHED** ☒ NO ☐ YES, IF YES, CHECK APPLICABLES BOXES

- ☐ COPIES OF MARKED-UP AREA(S) OF DRAWING(S)  
☐ FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_) ☐ OTHER (Describe)

COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_

ORIGINATOR: **JR ENGINEERING** DATE 12/7/2020

DISTRIBUTION (Check as applicable)

- ☒ JR ENGINEERING Construction Engineer: Michele Tom  
☒ CDI: Dale Draper/ Zacc Wair  
☐ JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson  
☒ REUNION METRO DISTRICT: Aaron Clutter/ Raul Martinez  
☐ AG WASSENAAR Materials Testing: Jon Waanders

JR ENGINEERING

  
\_\_\_\_\_  
Construction Engineer

12/7/2020  
Date

CO #	CO for:	CO date	Drawings attached	Out for Pricing	Pricing completed	Officially issued/ signed	Distributed to CM/ contractor	Included in CO Rec. #	CO Issue Date	CO Executed by Dist. (Y/N)	CO Totals
1	Weather Days	5/22/2019	No		Yes	Yes	Yes	1	5/22/2019	Y	\$0.00
2	Sleeve borings	5/24/2019	No		Yes	Yes	Yes	2	5/24/2019	Y	\$9,827.00
3	Concrete Walk on Parkside - DCN #1B	8/15/2019	Yes		Yes	Yes	Yes	3	8/15/2019	Y	\$16,195.00
4	Mowing, flow sensor, dumpster	8/14/2019	No		Yes	Yes	Yes	4	8/14/2019	Y	\$4,155.46
5	Sod, grading	10/25/2019	No		Yes	Yes	Yes	5	10/25/2019	Y	\$29,219.93
6	Final quantities	12/5/2019	No		Yes	Yes	Yes	6	12/5/2019	Y	(\$2,305.50)
7	Maintenance issues - FCN #1	3/5/2021	No		Yes			7			(\$1,600.00)

Contract Contingency Amount \$57,102.00

Original Contract Amount: \$1,142,033.10  
COs total \$55,491.89

Current Contract Amount \$1,197,524.99



## CHANGE ORDER

### Reunion Metropolitan District

CHANGE ORDER NO. 9

DATED: February 18, 2021

CONTRACT FOR: District Infrastructure to Service Village 7B & 7E

OWNER: Reunion Metropolitan District

CONTRACTOR: JBS Pipeline Contractors

AGREEMENT DATE: February 18, 2019

**Justification:**

See attached COR #9 for justification.

Enclosures: COR #09

**Change to CONTRACT PRICE:**

Original CONTRACT PRICE: ..... **\$ 2,407,978.15**

Current CONTRACT PRICE: ..... **\$ 2,635,429.11**

The CONTRACT PRICE due to this CHANGE ORDER will be decreased by: ..... **\$14,665.23**

The new CONTRACT PRICE including this CHANGE ORDER will be: ..... **\$ 2,620,763.88**

**Change to CONTRACT TIME:**

Original CONTRACT TIME (Bid Schedule A Only): ..... **April 19, 2019**

Original CONTRACT TIME (Bid Schedule B Only): ..... **TBD**

Current CONTRACT COMPLETION DATE:

Bid Schedules A and B ..... **2/12/2021**

Reunion Metropolitan District certifies that an adequate appropriation of funds is available to equal or exceed the new contract price including this change order.

REUNION METROPOLITAN  
DISTRICT

JBS PIPELINE CONTRACTORS

\_\_\_\_\_  
District Board Representative

*Rebecca Lewis*  
\_\_\_\_\_  
Rebecca Lewis  
Controller



## CHANGE ORDER RECOMMENDATION

### Reunion Metropolitan District

CHANGE ORDER NO. 9

DATED: February 18, 2021

CONTRACT FOR: District Infrastructure to Service Village 7B & 7E

OWNER: Reunion Metropolitan District

CONTRACTOR: JBS Pipeline Contractors AGREEMENT DATE: February 18, 2019

The following changes are hereby made to the Contract Documents:

JBS had to lower the existing BRGC irrigation line crossing Mobile Street for proposed the water & storm and hook all wiring back up. **Total: \$16,671.75**

JBS had to excavate and add riprap in front of the 18" FES at the request of JR Engineering in order create a sump for sediment capture. **Total: \$3,745.00**

Area drains in the Buffalo Run Golf Course were added to the scope of work for Bid Schedule B. **Total: \$3,983.60**

Additional erosion control was required for the pond for stabilization. JBS had to add erosion control blanket to the banks of the pond. **Total: \$3,832.64**

JBS had to install 2 locking lids required by SACWSD that were not called out in the plans. **Total: \$2,154.02**

The twin 60 RCPs installed as part of the Buffalo Run Golf Course Hole #11 project were filled with sediment when JBS went to tie-in the storm structures. JBS had to jet out twin 60 RCPs crossing the golf course due to the buildup of sediment. **Total: \$17,437.61**

FCN #01B – Lowerings at Fairway Drive. The water and irrigation mainline were in conflict with the proposed 18" RCP. JBS had to lower the existing water and irrigation mainlines in order to install the 18" RCP as proposed. **Total: \$7,200.00**

DCN #04B – Final quantities. **Total: (\$69,689.85)**

Enclosures: JBS Pricing and T&M Sheets, FCN #01B, DCN #04B

#### Adjustment to Contract Price:

Contract Price prior to this Change Order	\$ 2,635,429.11
Net Adjustment Resulting from this Change Order (+or -)	- \$ 14,665.23
Current Contract Price Including this Change Order	\$ 2,620,763.88

Contract Time:

Original Contract Completion Date (Bid Schedule A Only):

April 19, 2019

Original Contract Completion Date (Bid Schedule B Only):

TBD

Change in Contract Completion Date Due to this Change Order:

-

Current Contract Completion Date (Bid Schedules A and B):

2/12/2021

Issued by:

JR ENGINEERING

BY: Michele D. TomDate: February 18, 2021

**CHANGE ORDER REQUEST NO.**

PROJECT NAME: Reunion F37  
OWNER: Reunion Metro District  
DATE DRAFTED: 11/19/2020  
AGREEMENT DATE:

The following changes are hereby made to the contract documents:

**Description:**

Golf Course irrigation water pipe was in direct conflict with new stormwater pipes being installed on Mobile St. JBS crew lowered the irrigation pipe and the associated electrical lines as needed under the supervision of Rocky Carnes with JR Engineering and staff from the Buffalo Run Golf Course.

**Attachments:**

T&M Sheet  
Invoice from Ferguson Plumbing Supply

**ADJUSTMENT TO CONTRACT PRICE:**

Original Contract Price:	\$ 0.00
Value of previous change orders No. _____ to _____	\$ 0.00
Contract Price Prior to This Change Order:	\$ 0.00
Net Adjustments Resulting From This Change Order No. _____	\$ 16,671.75
Current Contract Price Including This Change Order	\$ 0.00

**ADJUSTMENT TO CONTRACT TIME:**

Original Contract Time (days or date)	0
Net Change Previous Change Orders No. _____ to _____ (days)	0
Contract Time Prior to This Change Order (days or date)	as needed
Net Adjustment Resulting From This Change Order (days)	0
Current Contract Time Including This Change Order (days or date)	0

**JBS PIPELINE CONTRACTORS****Owner/GC:**

Name: Cliff Castro

Name: \_\_\_\_\_

Sign: Cliff Castro

Sign: \_\_\_\_\_

Title: Project Manager

Title: \_\_\_\_\_

Date: 11/19/2020

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





Reunion

## Time &amp; Material Worksheet

#192

Standard Rates				Date: 1/22/20 / 1/23/20 FD #			
Equipment	Hours	Hrly. Rate	Total	Equipment	Hours	Hrly. Rate	Total
Excavator 450/470 or eq.	16	\$ 193.00	\$ 3,088.00 -	Cat 140H Grader		\$ 168.00	\$ -
Excavator 330/350 or eq.		\$ 179.00	\$ -	Equipment Transporter w/Oper.		\$ 163.00	\$ -
Excavator 225 or eq.		\$ 152.00	\$ -	Side Dump w/Operator		\$ 121.00	\$ -
Cat 308 or eq		\$ 127.00	\$ -	Vac Truck		\$ 189.00	\$ -
Excavator 60 or eq.		\$ 105.00	\$ -	CCTV Truck		\$ 179.00	\$ -
Ele. Scraper 613 or eq		\$ 151.00	\$ -	Water Truck		\$ 84.00	\$ -
Volvo WL L 120		\$ 163.00	\$ -	Foreman's Truck & Tools	16	\$ 74.00	\$ 1,184.00 -
Cat 938K		\$ 142.00	\$ -	Trash Pump (large)		\$ 84.00	\$ -
Volvo WL L 90	16	\$ 142.00	\$ 2,272.00 -	Trash Pump (small)	2	\$ 30.00	\$ 60.00 -
Rex Compactor - 340		\$ 116.00	\$ -	45KW Generator		\$ 58.00	\$ -
Rex Compactor - 330		\$ 100.00	\$ -	Street Sweeper		\$ 100.00	\$ -
Sheepsfoot Compactor		\$ 79.00	\$ -	Bedding Box	16	\$ 28.00	\$ 488.00 -
Case 250 Wheel Skid		\$ 89.00	\$ -	Trench Box*		\$ 32.00	\$ -
Track Skid		\$ 110.00	\$ -	Jack Hammer		\$ 58.00	\$ -
		\$ -	\$ -	Water Wagon		\$ -	\$ -
		\$ -	\$ -			\$ -	\$ -
		\$ -	\$ -			\$ -	\$ -
Personnel	Hours	Hr. Rate	Total	Personnel	Hours	Hr. Rate	Total
Superintendent w/ Vehicle	8	\$ 105.00	\$ 840.00 -	Labor	32	\$ 42.00	\$ 1,344.00 -
Foreman	16	\$ 63.00	\$ 1,008.00 -	Over Time (ADD per Hour)		\$ 18.50	\$ -
Pipelayer	16	\$ 53.00	\$ 848.00 -	Davis-Bacon (ADD per Hour)		\$ 11.00	\$ -
Operator	32	\$ 51.00	\$ 1,632.00 -	Per Diem		T. B.D.	
<b>TIME IMPACT</b>			Equipment & Labor				\$ 12,764.00 -
			Materials (incl. Taxes)				1,250.00
<b>EXTENSION:</b>			Delivery				
<b>REASON:</b>			Subcontractors				
			Subtotal				\$ 14,014.00 -
<b>DEDUCTION:</b>			Overhead (%)		10%		\$ 1,401.40 -
<b>REASON:</b>			Subtotal				\$ 15,415.40 -
			Profit (%)		5%		\$ 770.77 -
			Subtotal				\$ 16,186.17 -
			Bond (if required) %		3.0%		\$ 485.58 -
Total Adjustment to Contract Time:		0	<b>Total</b>		\$ 16,671.75		

Materials: 80' C 900 water pipe (6" sleeve & megalugs from JBS yard) 1.45<sup>00</sup>, 1.22<sup>00</sup>  
6" Bends, Concrete & Tools, 300' 10 Gauge Power wire, 2 Landscape Elec Boxes

Type of Work Performed: lower Golf course 6" Inn water main in mobile Park  
To conflict with new 8" water line & 18" RCP, Demo existing 6"  
Remove Kickers Reinstall new 6" water line pour Kickers & run new  
Power wires (3) (2 days) & Backfill

Rental Equipment/Subcontractors:

JBS Project Supervisor:

Date:

Owner Representative:

Date:

\* Trench Box cost is for JBS owned only-Rentals not included.

# FERGUSON® WATERWORKS

1788 Helena Street  
AURORA, CO 80011-4625

Please contact with Questions: 844-481-8644

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1084025	\$1,250.00	58448	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #1116  
PO BOX 802817  
CHICAGO, IL 60680-2817

60 1 AB 0.412 E0060X I0110 D5770194153 S2 P7079609 0001:0001



JBS PIPELINE CONTRACTORS  
192 REUNION 7E AND 7B  
8600 VERBENA ST  
COMMERCE CITY CO 80022-5011

SHIP TO:

COUNTER PICK UP  
1788 HELENA STREET  
AURORA, CO 80011-4625

FD-12

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1116	1116	COE	6" WTR LOWERING	CJH	REUNION 7E AND 7B	01/21/20	IO 52711

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
4	4	MJ4LAU	6 MJ C153 45 BEND L/A	99.250	EA	397.00
8	8	IMJBGPU	6 MJ C153 BLT GSKT PK L/ GLAND	16.000	EA	128.00
2	2	IMJTGU	6 SBR MJ IPS TRANS GSKT	7.000	EA	14.00
80	80	DR14BPU	6 C900 DR14 PVC GJ BLUE PIPE	6.000	FT	480.00
100	100	3M05112858574	3M DBR/Y-6 DIR BURY SPLIC	2.310	EA	231.00

INVOICE SUB-TOTAL

1250.00

\*\*\*\*\*  
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH  
US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION.  
PRODUCTS WITH \*NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN  
NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

OK'D BY

JOB/EQUIP

ACTG MO/YR

VOUCHER

192 CAT/ISO

FeB

1.3

RECEIVED JAN 27 2019

**Thank you for your business**



TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$1,250.00

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at

<https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

**CHANGE ORDER REQUEST NO.**

PROJECT NAME: Reunion F37  
OWNER: Reunion Metro District  
DATE DRAFTED: 11/19/2020  
AGREEMENT DATE:

The following changes are hereby made to the contract documents:

**Description:**

Excavate in front of 18" FES and place Type M rip rap.  
Located at project entrance on south west corner at Fairway Drive.  
Installed 53.5 tons @ 2 tons per CY = 26.76 CY  
Line A14 value @ \$140.00 per CY

**Attachments:**

T&M Sheet  
Invoice from Ferguson Plumbing Supply

**ADJUSTMENT TO CONTRACT PRICE:**

Original Contract Price:	\$ 0.00
Value of previous change orders No. _____ to _____	\$ 0.00
Contract Price Prior to This Change Order:	\$ 0.00
Net Adjustments Resulting From This Change Order No. _____	\$ 3,745.00
Current Contract Price Including This Change Order	\$ 0.00

**ADJUSTMENT TO CONTRACT TIME:**

Original Contract Time (days or date)	0
Net Change Previous Change Orders No. _____ to _____ (days)	0
Contract Time Prior to This Change Order (days or date)	as needed
Net Adjustment Resulting From This Change Order (days)	0
Current Contract Time Including This Change Order (days or date)	0

**JBS PIPELINE CONTRACTORS****Owner/GC:**

Name: Cliff Castro

Name: \_\_\_\_\_

Sign: *Cliff Castro*

Sign: \_\_\_\_\_

Title: Project Manager

Title: \_\_\_\_\_

Date: 11/19/2020

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



P.O. Box 700 • Henderson, CO 80640  
PH: (303) 289-1837 • Fax: (303) 289-2865  
FEIN: 84-0517799  
WWW.ALBERTFREIANDSONS.COM



581

INVOICE 404123

PAGE Page 1 of 1

DATE ~~11/1/20~~ 10/22/20

TERMS Net 30 Days

ACCOUNT NO. J300

SOLD TO JBS Pipeline Contractors  
8600 Verbena Street  
**EMAILED** Commerce City, CO 80022

AFS Pit #: 6

Pit 06 - Idaho Springs

Order 00059589 : REUNION INFRASTRUCTURE 7B-7E (Pickup)

Ticket	Vehicle	Date	PO#	Product	Qty	Material Rate	Material Amount	Haul Rate	Haul Amount	Fee Amount	Tax Amount	Total
2304277	JBS786	11/01/20	192	M Riprap (Avg 12")	27.14	19.25	522.45	0.00	0.00	0.00	0.00	522.45
2304407	JBS786	11/01/20	192	M Riprap (Avg 12")	26.37	19.25	507.62	0.00	0.00	0.00	0.00	507.62
2	Subtotal			M Riprap (Avg 12")	53.51 Ton		\$1,030.07		\$0.00	\$0.00	\$0.00	\$1,030.07
2	Invoice Total				53.51		\$1,030.07		\$0.00	\$0.00	\$0.00	\$1,030.07

This Invoice emailed to ap.jbspipeline@gmail.com

Questions or would you like emailed invoices?  
Contact ardepartment@albertfreiandsons.com

EXEMPT	Material	\$1,030.07
NOSPECIAL	Freight	\$0.00
EXEMPT CNTY	Fee (state/county)	\$0.00
EXEMPTCITY	Tax State	\$0.00
	Tax Special District	\$0.00
	Tax County	\$0.00
	Tax City	\$0.00

**Total Invoice \$1,030.07**

REUNION INFRASTRUCTURE 7B-7E (Pickup)

COMMERCE CITY CO.

(updated pricing 9/20/19) 289-4355

Rebill for invoice 402656

OK'D BY [Signature]  
JOB/EQUIP 192 CAT/SO 4.45  
ACTG MO/YR \_\_\_\_\_  
VOUCHER \_\_\_\_\_

1.5% finance charge per month (annual rate 18%) on unpaid balances outside of terms as stated

**CHANGE ORDER REQUEST NO.**

PROJECT NAME: Reunion F37  
OWNER: Reunion Metro District  
DATE DRAFTED: 11/19/2020  
AGREEMENT DATE:

The following changes are hereby made to the contract documents:

**Description:**

Excavate in front of 18" FES and place Type M rip rap.  
Located at project entrance on south west corner at Fairway Drive.  
Installed 53.5 tons @ 2 tons per CY = 26.76 CY  
Line A14 value @ \$140.00 per CY

**Attachments:**

T&M Sheet  
Invoice from Ferguson Plumbing Supply

**ADJUSTMENT TO CONTRACT PRICE:**

Original Contract Price:	\$ 0.00
Value of previous change orders No. _____ to _____	\$ 0.00
Contract Price Prior to This Change Order:	\$ 0.00
Net Adjustments Resulting From This Change Order No. _____	\$ 3,745.00
Current Contract Price Including This Change Order	\$ 0.00

**ADJUSTMENT TO CONTRACT TIME:**

Original Contract Time (days or date)	0
Net Change Previous Change Orders No. _____ to _____ (days)	0
Contract Time Prior to This Change Order (days or date)	as needed
Net Adjustment Resulting From This Change Order (days)	0
Current Contract Time Including This Change Order (days or date)	0

**JBS PIPELINE CONTRACTORS****Owner/GC:**

Name: Cliff Castro

Name: \_\_\_\_\_

Sign: *Cliff Castro*

Sign: \_\_\_\_\_

Title: Project Manager

Title: \_\_\_\_\_

Date: 11/19/2020

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



P.O. Box 700 • Henderson, CO 80640  
PH: (303) 289-1837 • Fax: (303) 289-2865  
FEIN: 84-0517799  
WWW.ALBERTFREIANDSONS.COM



583

INVOICE 404123

PAGE Page 1 of 1

DATE ~~11/1/20~~ 10/22/20

TERMS Net 30 Days

ACCOUNT NO. J300

SOLD TO JBS Pipeline Contractors  
8600 Verbena Street  
**EMAILED** Commerce City, CO 80022

AFS Pit #: 6

Pit 06 - Idaho Springs

Order 00059589 : REUNION INFRASTRUCTURE 7B-7E (Pickup)

Ticket	Vehicle	Date	PO#	Product	Qty	Material Rate	Material Amount	Haul Rate	Haul Amount	Fee Amount	Tax Amount	Total
2304277	JBS786	11/01/20	192	M Riprap (Avg 12")	27.14	19.25	522.45	0.00	0.00	0.00	0.00	522.45
2304407	JBS786	11/01/20	192	M Riprap (Avg 12")	26.37	19.25	507.62	0.00	0.00	0.00	0.00	507.62
2	Subtotal			M Riprap (Avg 12")	53.51 Ton		\$1,030.07		\$0.00	\$0.00	\$0.00	\$1,030.07
2	Invoice Total				53.51		\$1,030.07		\$0.00	\$0.00	\$0.00	\$1,030.07

This Invoice emailed to ap.jbspipeline@gmail.com

Questions or would you like emailed invoices?  
Contact ardepartment@albertfreiandsons.com

EXEMPT	Material	\$1,030.07
NOSPECIAL	Freight	\$0.00
EXEMPT CNTY	Fee (state/county)	\$0.00
EXEMPTCITY	Tax State	\$0.00
	Tax Special District	\$0.00
	Tax County	\$0.00
	Tax City	\$0.00

**Total Invoice \$1,030.07**

REUNION INFRASTRUCTURE 7B-7E (Pickup)

COMMERCE CITY CO.

(updated pricing 9/20/19) 289-4355

Rebill for invoice 402656

OK'D BY [Signature]  
JOB/EQUIP 192 CAT/SO 4.45  
ACTG MO/YR \_\_\_\_\_  
VOUCHER \_\_\_\_\_

1.5% finance charge per month (annual rate 18%) on unpaid balances outside of terms as stated





### Time & Material Worksheet

Standard Rates				Date:12/6/2020		FD #		
Equipment	Hours	Hrly. Rate	Total	Equipment	Hours	Hrly. Rate	Total	
Excavator 450/470 or eq.		\$ 203.00	\$ -	Equipment Transporter w/Oper.		\$ 172.00	\$ -	
Excavator 330/350 or eq.		\$ 188.00	\$ -	Side Dump w/Operator		\$ 127.00	\$ -	
Excavator 225 or eq.		\$ 160.00	\$ -	Vac Truck		\$ 199.00	\$ -	
Cat 308 or eq	4	\$ 134.00	\$ 536.00	CCTV Truck		\$ 188.00	\$ -	
Excavator 60 or eq.		\$ 111.00	\$ -	Water Truck		\$ 89.00	\$ -	
Scraper 613		\$ 159.00	\$ -				\$ -	
613 Water Wagon		\$ 159.00	\$ -	6" Trash Pump (Diesel)		\$ 89.00	\$ -	
Cat 140H Grader		\$ 177.00	\$ -	3" Trash Pump (Gas)		\$ 42.00	\$ -	
Volvo WL L 120 or eq.		\$ 172.00	\$ -	4" Submersible Pump		\$ 32.00	\$ -	
Volvo WL L 90 or eq.(938)		\$ 150.00	\$ -	2" Submersible Pump		\$ 38.00	\$ -	
Rex Compactor		\$ 122.00	\$ -	45KW Generator		\$ 61.00	\$ -	
Case 250 Wheel Skid		\$ 94.00	\$ -	Small Generator		\$ 24.00	\$ -	
Track Skid		\$ 116.00	\$ -				\$ -	
Skid Jack Hammer		\$ 58.00	\$ -	Street Sweeper		\$ 105.00	\$ -	
			\$ -	Bedding Box		\$ 30.00	\$ -	
			\$ -	Trench Box*		\$ 34.00	\$ -	
			\$ -	Jack Hammer		\$ 23.00	\$ -	
			\$ -	Air Compressor		\$ 58.00	\$ -	
			\$ -				\$ -	
Personnel	Hours	Hr. Rate	Total	Personnel	Hours	Hr. Rate	Total	
Superintendent w/ Vehicle	1	\$ 111.00	\$ 111.00	Laborer	8	\$ 44.00	\$ 352.00	
Foreman w/Truck & Tools	4	\$ 144.00	\$ 576.00	Over Time (ADD per Hour)		\$ 25.00	\$ -	
Pipelayer		\$ 56.00	\$ -	Davis-Bacon (ADD per Hour)		\$ 15.00	\$ -	
Operator	4	\$ 54.00	\$ 216.00	Per Diem (ADD per Hour)		\$ 22.00		
<b>TIME IMPACT</b>			<b>Equipment &amp; Labor</b>				\$ 1,791.00	
			<b>Materials (incl. Taxes)</b>				\$ 1,658.00	
<b>EXTENSION:</b>		Dys	<b>Delivery</b>					
<b>REASON:</b>			<b>Subcontractors</b>					
			<b>Subtotal</b>				\$ 3,449.00	
<b>DEDUCTION:</b>		Dys	<b>Overhead (%)</b>		10%		\$ 344.90	
<b>REASON:</b>			<b>Subtotal</b>				\$ 3,793.90	
			<b>Profit (%)</b>		5%		\$ 189.70	
			<b>Subtotal</b>				\$ 3,983.60	
			<b>Bond (if required) %</b>		0.0%		\$ -	
<b>Total Adjustment to Contract Time:</b>		<b>0</b>	<b>Total</b>					<b>\$ 3,983.60</b>

Materials: 2'x2' inlet from Old Castle \$1,400.00 + 30' of 8" SDR35 @ \$8.63 per lf

Type of Work Performed: Install 2'x2' inlet with galvanized grate and pipe into transition structure xxx

Rental Equipment/Subcontractors:

JBS Project Supervisor:

Date:

Owner Representative:

Date:

\* Trench Box cost is for JBS owned only-Rentals not included.

Machine rates include maintenance, insurance, and fuel. All trucks (Vac, CCTV, Side Dump, Equipment Transport, etc.) are billed port-to-port.





8392 Riverview Parkway  
Littleton, CO 80125

A CRH COMPANY

Telephone: 303-791-1100  
Fax: 303-791-1120

# INVOICE

Page 585 of 1

## Remit to:

Oldcastle Infrastructure  
P.O. Box 742387  
Los Angeles, CA 90074-2387

Reference: Cliff Castro

Site: Littleton

## SOLD TO:

JBS Pipeline Contractors  
8600 VERBENA ST  
COMMERCE CITY, CO 80022 5011

## SHIP TO:

Type C - Reunion Project  
15700 E 112TH AVE  
COMMERCE CITY, CO 80022 9791

Invoice No.	Date	Customer No.	Order No.	Customer PO	Delivery Terms	Mode of Delivery
110289990	11/18/2020	110000375	S172842	192-012	FOB Job Site	Oldcastle#164

Packing slip(s) .... SP274674, SP274639 *OK*

Qty	Unit	Item	Description	Mark	Unit Price	Amount
4.00	Ea	7800100	Lift Eye 2 TON P50 S.L. Univ. MB # 590186		600.00	2,400.00
Group: 11/16						
Qty	Unit	Item	Description	Mark	Unit Price	Amount
-1.00	Ea	1211300	Inlet Base C 3' W/Ko		1,400.00	-1,400.00
-1.00	Ea	4203000	Type C/D - Galv Ped. Grate			
Group: CB						
Qty	Unit	Item	Description	Mark	Unit Price	Amount
1.00	Ea	1200100	Catch Basin 2'X2'X2' W/Ko	Cliff Castro	1,400.00	1,400.00
1.00	Ea	1202100	Catch Basin Riser 2'X2'X3'	Cliff Castro		
1.00	Ea	7108225	Frame 24" X 24" Castiron I-9224-R1	Cliff Castro		
1.00	Ea	7108250	Grate 24" X 24" Castiron I-9224-01 Grate	Cliff Castro		
1.00	Roll	8503540	Conseal CS-102 1" X 14.5'	Cliff Castro		

*Should be 1836.<sup>00</sup>*

Tax

~~22.98~~

*108.<sup>00</sup>*

OK'D BY *Cliff Castro*  
JOB/EQUIP 102 CAT/SO 4.40  
ACTG MO/YR \_\_\_\_\_  
VOUCHER \_\_\_\_\_

TOTAL AMOUNT DUE BY: 12/18/20

US

*2,508.<sup>00</sup>*

~~2,621.98~~

Minimum 10% handling charge on all returned goods. No goods to be returned without consent. Give as reference our invoice number and date. Claims for damages, back charges for labor, other expenses, will not be allowed unless authorized in writing by the seller. The articles and/or services covered by this invoice were produced in compliance with the Federal Labor Standards Act of 1938, as amended. The Customer Agrees

1. THAT THE ABOVE TOTAL IS PAST DUE IF NOT PAID WITHIN 30 DAYS OF DATE OF THIS INVOICE
2. TO PAY A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) ON ANY PAST DUE AMOUNT.
3. TO PAY COLLECTION COSTS, INCLUDING REASONABLE ATTORNEY FEES, AFTER DEFAULT BY THE CUSTOMER

**EMR ENTERPRISES, LLC****Invoice: 20-036-01**

Date: 11/19/2020

Bill To: JBS Pipeline

Subcontract #


EMR Job Number: 20-036

Attn: Bob Ragnow

8600 Verbena Street  
Commerce City, CO 80022Project: Reunion Filing 7 Pond  
Brighton, CO

Description	Previous Qty	Current Qty	Unit	To Date Qty	Unit Price	To Date Amount	Current Amount
<b>Pond Area</b>							
1 Disc Pond Weeds	-	4	AC	4	\$125.00	\$ 500.00	\$ 500.00
2 Seed and Mulch	-	4	AC	4	\$975.00	\$ 3,900.00	\$ 3,900.00
3 Erosion Control Blanket	-	1,574	SY	1,574	\$1.95	\$ 3,069.30	\$ 3,069.30
4 Amendment 3-6-3	-	4	AC	4	\$160.00	\$ 640.00	\$ 640.00
5 Top Soil - Material & Spread on Access Road	-	2	LD	2	\$925.00	\$ 1,850.00	\$ 1,850.00
6 Mobilization - Seeding only	-	1	EA	1	\$1,000.00	\$ 1,000.00	\$ 1,000.00
<b>Area By Golf Course</b>							
7 Silt Fence	-	195	LF	195	\$1.30	\$ 253.50	\$ 253.50
8 Seed and Mulch	-	0.3	AC	0.3	\$1,100.00	\$ 330.00	\$ 330.00
9 Mobilization - Seeding only	-	1	EA	1	\$300.00	\$ 300.00	\$ 300.00

**Additional Items**

OK'D BY   
 JOB/EQUIP 192 CAT/SO 1.975  
 ACTG MO/YR 11/20  
 VOUCHER 37471

LS  
 NOV PA

Total Billed to Date =&gt; \$ 11,842.80

Remit To: EMR Enterprises, LLC  
 PO Box 338  
 Bennett, CO 80102

Current Amount Due =&gt; \$ 11,842.80

Thank you for the opportunity to do work for you!



JBS Pipeline Contractors  
8600 Verbena St  
Commerce City CO 80022

Invoice: HM00002636  
Invoice Date: 1/12/2021  
Due Date: 2/12/2021  
Forterra Order #: 9418272MS8  
Customer PO #:  
Customer #: 600652  
Delivery Order #: DH0000527044

Ship To: Reunion - CUSTOMER PICKUP

Structure #/Description	Bill of Lading	Pieces	Feet	Unit Retail	Retail Ext	Disc %	Net Unit Price	Ext Net Price
Will call Cliff 11.30.20					Sub-Total:			\$1,510.00
CASTINGSINC DIMH310 SEWER COVER	DH0000527044	2.00	0.00	315.00	630.00	0%	315.00	630.00
CASTINGSINC DIMH310 MCGARD RING	DH0000527044	2.00	0.00	440.00	880.00	0%	440.00	880.00
Invoices are due Net 30 Days				Retail Subtotal				1,510.00
Past Due Amounts are subject to 1 1/2% Finance Charge per month				Discount				0.00
				Net Price				1,510.00
<b>Please make sure your account balance is brought current and in good standing.</b>				Freight Charge				0.00
<b>Product returns of standard items must be made within a 6 month period.</b>				Misc Charges				0.00
				Prepaid Amount				0.00
				Commerce City CO City Sales Tax Only		4.500 %		67.95
Please contact me with any questions or should you need anything				Net Total				\$1,577.95
John Sharp... John.Sharp@forterrabp.com or 763-694-3252				Due Date				2/12/2021

To ensure proper credit, please detach this portion and return with remittance

Forterra Pipe & Precast

REMIT TO: Forterra Pipe & Precast  
P O Box 74008199  
Chicago, IL 60674-8199

JBS Pipeline Contractors

Customer #: 600652

Invoice: HM00002636

Invoice Date: 1/12/2021

Due Date: 2/12/2021

Amount Due: **\$1,577.95**

Amount Enclosed:

OK'D BY \_\_\_\_\_  
JOB/EQUIP 192 CAT/SO 2.15  
ACTG MO/YR 1/21  
VOUCHER \_\_\_\_\_



### Time & Material Worksheet

Standard Rates				Date:10/28/2020	FD #		
Equipment	Hours	Hrly. Rate	Total	Equipment	Hours	Hrly. Rate	Total
Excavator 450/470 or eq.		\$ 203.00	\$ -	Equipment Transporter w/Oper.		\$ 172.00	\$ -
Excavator 330/350 or eq.		\$ 188.00	\$ -	Side Dump w/Operator		\$ 127.00	\$ -
Excavator 225 or eq.		\$ 160.00	\$ -	Vac & Jet Truck w/crew	49.5	\$ 305.00	\$ 15,097.50
Cat 308 or eq		\$ 134.00	\$ -	CCTV Truck		\$ 188.00	\$ -
Excavator 60 or eq.		\$ 111.00	\$ -	Water Truck		\$ 89.00	\$ -
Scraper 613		\$ 159.00	\$ -				\$ -
613 Water Wagon		\$ 159.00	\$ -	6" Trash Pump (Diesel)		\$ 89.00	\$ -
Cat 140H Grader		\$ 177.00	\$ -	3" Trash Pump (Gas)		\$ 42.00	\$ -
Volvo WL L 120 or eq.		\$ 172.00	\$ -	4" Submersible Pump		\$ 32.00	\$ -
Volvo WL L 90 or eq.(938)		\$ 150.00	\$ -	2" Submersible Pump		\$ 38.00	\$ -
Rex Compactor		\$ 122.00	\$ -	45KW Generator		\$ 61.00	\$ -
Case 250 Wheel Skid		\$ 94.00	\$ -	Small Generator		\$ 24.00	\$ -
Track Skid		\$ 116.00	\$ -				\$ -
Skid Jack Hammer		\$ 58.00	\$ -	Street Sweeper		\$ 105.00	\$ -
			\$ -	Bedding Box		\$ 30.00	\$ -
			\$ -	Trench Box*		\$ 34.00	\$ -
			\$ -	Jack Hammer		\$ 23.00	\$ -
			\$ -	Air Compressor		\$ 58.00	\$ -
			\$ -				\$ -
Personnel	Hours	Hr. Rate	Total	Personnel	Hours	Hr. Rate	Total
Superintendent w/ Vehicle		\$ 111.00	\$ -	Laborer		\$ 44.00	\$ -
Foreman w/Truck & Tools		\$ 144.00	\$ -	Over Time (ADD per Hour)		\$ 25.00	\$ -
Pipelayer		\$ 56.00	\$ -	Davis-Bacon (ADD per Hour)		\$ 15.00	\$ -
Operator		\$ 54.00	\$ -	Per Diem (ADD per Hour)		\$ 22.00	\$ -
<b>TIME IMPACT</b>			<b>Equipment &amp; Labor</b>				\$ 15,097.50
<b>EXTENSION:</b>			<b>Materials (incl. Taxes)</b>				
REASON: Dys			<b>Delivery</b>				
			<b>Subcontractors</b>				
			<b>Subtotal</b>				\$ 15,097.50
<b>DEDUCTION:</b>			<b>Overhead (%)</b>		10%		\$ 1,509.75
REASON: Dys			<b>Subtotal</b>				\$ 16,607.25
			<b>Profit (%)</b>		5%		\$ 830.36
			<b>Subtotal</b>				\$ 17,437.61
			<b>Bond (if required) %</b>		0.0%		\$ -
<b>Total Adjustment to Contract Time:</b>		<b>0</b>	<b>Total</b>				<b>\$ 17,437.61</b>

Type of Work Performed by date: **Jet out mud build up in twin 60" RCP from excavation operations.**

10/28/2020 Begin jetting and VAC on 1 of 2 twin 60" RCP to remove mud from excavation operations. 30% complete  
 10/29/2020 Continue jetting and VAC on 1 of 2 twin 60" RCP to remove mud from excavation operations. 65% complete  
 10/30/2020 Pipe #1 complete. Begin jetting and VAC on 2 of 2 twin 60" RCP to remove mud from excavation operations.  
 11/02/2020 Continue jetting and VAC on 2 of 2 twin 60" RCP to remove mud from excavation operations. 50% complete.  
 11/03/2020 Continue jetting and VAC on 2 of 2 twin 60" RCP to remove mud from excavation operations. 85% complete.  
 11/04/2020 Complete jetting and VAC on 2 of 2 twin 60" RCP. Pip #2 complete. Jet down hill culvert from transition structure and remove mud that got into new culvert.

JBS Project Supervisor: *Cliff Castro*

Date: 1/13/2021

Owner Representative:

Date:

\* Trench Box cost is for JBS owned only-Rentals not included.

Machine rates include maintenance, insurance, and fuel. All trucks (Vac, CCTV, Side Dump, Equipment Transport, etc.) are billed port-to-port.

## DESIGN CHANGE NOTIFICATION

**PROJECT:**  
**VILLAGE 7E & 7B IMPROVEMENTS**  
**BID SCHEDULE B**

**PROJECT NO.**  
**14421.42**

**FIELD CHANGE NO.**  
**01B**

☐ ENGINEERING "HOLD" PLACED ON CONSTRUCTION ACTIVITIES IN AREA DEFINED HEREIN  
☐ PENDING RECEIPT OF FORMALLY REVISED DOCUMENT(S) AND/OR REVISED DCN, PER  
SIGNATURE REQUIRED

☒ RELEASED FOR CONSTRUCTION ON BASIS OF MODIFICATION(S) PRESCRIBED BY THIS DCN

### PROPOSED CHANGE DESCRIPTION

The purpose of this Field Change Notification is to document two water lowerings made by JBS from a conflict that arose on the Fairway Drive (SW corner of Filing 37). The water and irrigation mainline were in conflict with the proposed 18" RCP. JBS had to lower the existing water and irrigation mainlines in order to install the 18" RCP as proposed. The following are the general descriptions of changes that have occurred to Bid Schedule B. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FCN. The Contractor shall be compensated for the work as shown in the table below. FCN's shall be added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule B</b>					
B52	8 Inch Water Line Lowering	1	EA	\$ 2,980.00	\$ 2,980.00
B71	4 Inch Water Line Lowering (Non-Potable)	1	EA	\$ 4,220.00	\$ 4,220.00
				<b>Total Costs</b>	<b>\$ 7,200.00</b>

( \* ) Indicates New Item

_____	<input type="checkbox"/> FIELD CHANGE REQUEST (FCR No.) _____
_____	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
_____	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
_____	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE	<input type="checkbox"/> OTHER

**EXHIBITS ATTACHED** ☐ NO ☒ YES, IF YES, CHECK APPLICABLE BOXES

☒ COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

☐ FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_) ☐ OTHER (Describe)

COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_

ORIGINATOR: **JR ENGINEERING** DATE 08/14/2020

DISTRIBUTION (Check as applicable)

- ☒ JR ENGINEERING Project Engineer/Construction Manager: Jason Tarry / Michele Tom
- ☒ AZTEC Survey: Zane Wilson
- ☒ REUNION METRO DISTRICT: Aaron Clutter
- ☒ JBS PIPELINE CONTRACTORS: Cliff Castro
- ☒ AG WASSENAAR Materials Testing: Jon Waanders
- ☒ OAKWOOD HOMES: Ardell Prins

JR ENGINEERING

  
(signature)

8/14/2020  
(date)





## DESIGN CHANGE NOTIFICATION

PROJECT:  
**VILLAGE 7E & 7B IMPROVEMENTS**  
**BID SCHEDULES A & B**

PROJECT NO.  
**14421.42**

DESIGN CHANGE NO.  
**04B**

RE: ☐ DRAWING NO.  
☐ OTHER

☐ ENGINEERING "HOLD" PLACED ON CONSTRUCTION ACTIVITIES IN AREA DEFINED HEREIN  
☐ PENDING RECEIPT OF FORMALLY REVISED DOCUMENT(S) AND/OR REVISED DCN, PER SIGNATURE REQUIRED

☒ RELEASED FOR CONSTRUCTION ON BASIS OF MODIFICATION(S) PRESCRIBED BY THIS DCN

### PROPOSED CHANGE DESCRIPTION

The following descriptions, FINAL quantities, and associated costs affecting Bid Schedules A & B (are described below. The work described in this DCN shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FINAL DCN affecting Bid Schedules A & B, as shown in the table below.

### BID SCHEDULE A – DETENTION POND AND CHANNEL GRADING

1. Various erosion control items were not needed.

### BID SCHEDULE B – DISTRICT GRADING AND UTILITY INFRASTRUCTURE

1. Various erosion control items were not needed.
2. Asphalt millings were provided by Commerce City.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule A</b>					
A2	Topsoil [Strip, Stockpile, and Redistribute] [6 Inch]	(8,530)	CY	\$ 3.40	\$ (29,002.00)
A10	Construction Fence	(1,010)	LF	\$ 1.90	\$ (1,919.00)
A23	Temporary Slope Drain	(1,950)	LF	\$ 0.90	\$ (1,755.00)
*A25	Surface Roughening	(17)	AC	\$ 127.05	\$ (2,159.85)
<b>Bid Schedule B</b>					
B2	Removal of Fence	(91)	LF	\$ 14.90	\$ (1,355.90)
B9	Topsoil [Strip, Stockpile, and Redistribute] [6 Inch]	(1,260)	CY	\$ 3.40	\$ (4,284.00)
B13	Silt Fence	(3,628)	LF	\$ 1.20	\$ (4,353.60)
B17	Seeding and Mulching	(4.8)	AC	\$ 1,260.00	\$ (6,048.00)
B80*	Rock Sock	(4.0)	EA	\$ 450.00	\$ (1,800.00)
B81*	Surface Roughening	(11.8)	AC	\$ 850.00	\$ (10,030.00)
B84*	Millings Removal and Replacement	(399)	SY	\$ 17.50	\$ (6,982.50)

( \* ) Indicates New Item

**Total Costs \$ (69,689.85)**

_____	<input type="checkbox"/> FIELD CHANGE REQUEST (FCR No.) _____
_____	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
_____	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
_____	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE	<input type="checkbox"/> OTHER

**EXHIBITS ATTACHED** ☒ NO ☐ YES, IF YES, CHECK APPLICABLES BOXES

☐ COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

☐ FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_) ☐ OTHER (Describe)

COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_

ORIGINATOR: **JR ENGINEERING** DATE 8/17/2020

DISTRIBUTION (Check as applicable)

- ☒ JR ENGINEERING Project Engineer/Construction Manager: Eric Lee/ Michele Tom
- ☒ AZTEC Survey: Zane Wilson
- ☒ REUNION METRO DISTRICT: Aaron Clutter
- ☒ JBS PIPELINE CONTRACTORS: Cliff Castro/Rebecca Lewis
- ☒ AG WASSENAAR Materials Testing: Jon Waanders
- ☒ OAKWOOD HOMES: Ardell Prins/Dean Kilbourne

JR ENGINEERING

	2/18/2021
_____ (signature)	_____ (date)



## CHANGE ORDER

### Reunion Metropolitan District

CHANGE ORDER NO. 10

DATED: April 16, 2021

CONTRACT FOR: District Infrastructure to Service Village 7B & 7E

OWNER: Reunion Metropolitan District

CONTRACTOR: JBS Pipeline Contractors

AGREEMENT DATE: February 18, 2019

**Justification:**

See attached COR #10 for justification.

Enclosures: COR #10

**Change to CONTRACT PRICE:**

Original CONTRACT PRICE: ..... **\$ 2,407,978.15**

Current CONTRACT PRICE: ..... **\$ 2,620,763.88**

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: ..... **\$14,233.83**

The new CONTRACT PRICE including this CHANGE ORDER will be: ..... **\$ 2,634,997.71**

**Change to CONTRACT TIME:**

Original CONTRACT TIME (Bid Schedule A Only): ..... **April 19, 2019**

Original CONTRACT TIME (Bid Schedule B Only): ..... **TBD**

Current CONTRACT COMPLETION DATE:

Bid Schedules A and B ..... **2/12/2021**

Reunion Metropolitan District certifies that an adequate appropriation of funds is available to equal or exceed the new contract price including this change order.

REUNION METROPOLITAN  
DISTRICT

JBS PIPELINE CONTRACTORS

\_\_\_\_\_  
District Board Representative

\_\_\_\_\_  
Manager



## CHANGE ORDER RECOMMENDATION

### Reunion Metropolitan District

CHANGE ORDER NO. 10

DATED: April 16, 2021

CONTRACT FOR: District Infrastructure to Service Village 7B & 7E

OWNER: Reunion Metropolitan District

CONTRACTOR: JBS Pipeline Contractors AGREEMENT DATE: February 18, 2019

The following changes are hereby made to the Contract Documents:

JR Engineering recommends a payment of \$14,233.83 to JBS for slowed production. The original request by JBS for slowed production was based on the use of a trench box, which they did not use. JR Engineering acknowledges there would be some slowed production due to working alongside the irrigation line. Since the trench box was not utilized but there was slowed production, JR recommends a payment for half the cost of the original request. **Total: \$14,233.83**

Enclosures: JR Engineering Demand Letter\_JR Response 3.25.2021, JR Engineering Demand Letter\_JR Response 12.18.2020

#### Adjustment to Contract Price:

Contract Price prior to this Change Order	\$ 2,620,763.88
Net Adjustment Resulting from this Change Order (+or -)	+ \$ 14,233.83
Current Contract Price Including this Change Order	\$ 2,634,997.71

#### Contract Time:

Original Contract Completion Date (Bid Schedule A Only):	April 19, 2019
Original Contract Completion Date (Bid Schedule B Only):	TBD
Change in Contract Completion Date Due to this Change Order:	-
Current Contract Completion Date (Bid Schedules A and B):	2/12/2021

Issued by:

JR ENGINEERING

BY: Michele D. Tom

Date: April 16, 2021



March 25, 2021

Mr. Scott Jones  
**JBS Pipeline Contractors**  
 8600 Verbena Street  
 Commerce City, CO 80022

RE: JR Engineering Demand Letter-11-13-2020  
 Village 7E & 7B District Improvements Project

Dear Mr. Jones:

It is the District's final decision that the change order request cost is not justified for the following reasons which were explained in the first and second responses to your Demand Letter:

- Your change order costs came from the assumption by JBS that they would need to use a trench box. Both JR Engineering and Commerce City inspectors did not witness a trench box being utilized onsite.
- Additional costs were not addressed at time of the design change
  - JBS was given the opportunity to submit a change request at the time of the design change.
  - JBS did not follow the submittal process.
- Change order request was submitted well after work was performed
  - When AW was starting to install the sanitary, JBS was complete with their work as far as they could go and voluntarily left this project to go to another one of their projects. The decision was made to let American West continue completing their scope when JBS was off site. JBS project management attended the all the meetings on this coordination and there was never any discussion about additional cost. That came after it was all complete.
- Decreased production rate was not fully explained and difficult to justify

If JBS would like to submit a change order request for an increase in costs due to slowed production for installing the storm close to the irrigation, the District will take it into consideration. Please provide backup documentation to support this claim.

Sincerely,  
 JR ENGINEERING, LLC

Michele Tom

cc: Ardell Prins, Oakwood Homes  
 Trent Marshall, JR Engineering  
 Mark LoVecchio, JBS Pipeline  
 Jim Parent, JBS Pipeline



December 18, 2020

Mr. Scott Jones  
**JBS Pipeline Contractors**  
8600 Verbena Street  
Commerce City, CO 80022

RE: JR Engineering Demand Letter-11-13-2020  
Village 7E & 7B District Improvements Project

Dear Mr. Jones:

It is still the District's position that the change order request cost is not justified.

### **Background**

The setting of the issue is Reunion Filing 37 Phase 2 onsite where there was to be onsite sanitary sewer, water and irrigation installed by American West, the onsite Oakwood contractor, and Reunion Metro District storm sewer installed by JBS, the Reunion Metro District contractor. The design required both utility contractors to work in the same roadway. The schedule history that unfolded was AW was still working on Phase 1A&1B completions and had not started sanitary in Phase 2 when JBS reached a point of needing to install the storm in Phase 2. From a constructability perspective, it was clear that sanitary sewer would need to install first, given its depth. So initially, it was decided that JBS would leave the site not to return until at least the sanitary was installed by AW in Phase 2. JBS stated they had work for the crew while this occurred. AW began work on Phase 2 and as time moved on it was determined that AW would continue all of their main line work in Phase 2 and JBS would complete the storm in Phase 2 when AW was complete with these main lines. These discussions occurred at our regular Tuesday meetings and Oakwood even asked Cliff Castro to work up a cost to install the few inlets in Phase 2, which Oakwood had AW delete from their scope, as Oakwood thought then that JBS would have the last touch and didn't want to mobilize AW back in to complete their storm. At that point the plan was for AW to go to Phase 3&4, but as it turned out, they ended up doing Phase 5 and part of 6 (adjacent to Phase 2) as the Amendment 1 design change in Phase 3&4 prohibited Oakwood's plan from working. AW ended up doing their original contract inlets.

### **District's Position**

The District contract pointed out JBS' work would have to be performed in the same area with work performed by others and coordination and cooperation would be required. Also, again, the District does not dictate means and methods of installation nor could it have known what the contractor's anticipated approach would be.

### **Clarifications to Your Demand Letter**

*"Mr. Castro emailed you with a request for additional fees for installation of some storm sewer segments with an explanation that our work was tedious and slowed due to the presence of an existing irrigation water line that constricted our work area as it was located within just a few feet and parallel to the storm sewer line we are to install per our agreement...and bedding aggregate, squeegee, necessary to complete these installations due to the presence of the irrigation line and its appurtenances such as thrust blocks,*

*services and valve boxes that inhibited our construction path.” I spoke with both the site inspectors, Rocky Carns with JR Engineering and Alan Trudell with Commerce City, about this storm installation. Both said they did not observe any production slow down associated with this storm run. Also, JBS never indicated additional aggregate was actually needed.*

*“I attached plan sheets 21 and 22 from this Addendum-2 plan set as Exhibits 2A and 2B. The storm sewer indicated on these two sheets is along streets ‘Fairway Drive’ and ‘Local P’ and is shown being outside of the roadway behind the back of curb. The plans we have on file for the most current construction set now name these roads as Fairway Drive, E. 109th Place and Laredo Street. I discovered that the storm sewer was relocated to within the street as shown on the attached Exhibits 3A and 3B—not outside of it as shown on the Addendum-2 plans. Many of the engineering firms we receive plans from indicate plan changes by clouding plan revisions and listing revisions in the revision block. There is no clouding on any plans we were furnished by you to give anyone an indication the line moved, nor is there any sort of notice of revision description in the revision block on any of the plan issues.” We do not cloud changes from Bid Set Plans to Construction Set Plans. We issued the changes that occurred from bid set to construction set in DCN #01A and DCN #01B. It is the contractor’s responsibility to review the plan changes and ask for further information as needed.*

*“...we did not utilize a particular piece of crew equipment that you do not believe it is fair to be charged for it. I can understand this view; however, please understand we have to comply with guidelines mandated by OSHA in regards to trench safety regulations in anticipation of doing the work and we brought the trench box to the site in anticipation of the work to responsibly outfit the crew. We were unable to use the trench box during any part of the installation because the storm sewer was too close to the installed irrigation line for the trench box to fit. We had no way of knowing it would not fit when we brought it to the site nor did we know we would not end up using it. It was still real cost to us to equip the crew to comply with OSHA requirements and at that time we had no reason to believe the storm line had moved because you or the plans never told us. Therefore, we never were able to price this trench box in our bid because it was not needed when the storm sewer was outside the roadway.” You were issued the Design Changes and revised construction plans in plenty of time to plan out your construction methods.*

*“...however, plan changes without notification are disingenuous and certainly reasonable basis for a claim that could include consequential damages.” You had notification in DCN #01A and DCN #01B.*

Please contact me should you have any questions or concerns regarding this letter at 720-270-0728.

Enclosures: V7E & 7B Change Order Request - Trench Box\_JR Response Letter, JR Engineering Demand Letter-11-13-2020

Sincerely,  
JR ENGINEERING, LLC



Michele Tom

cc: Ardell Prins, Oakwood Homes  
Trent Marshall, JR Engineering  
Aaron Clutter, JR Engineering





September 2, 2020

Mr. Cliff Castro  
**JBS Pipeline Contractors**  
8600 Verbena Street  
Commerce City, CO 80022

RE: Change Order Request – Trench Box  
Village 7E & 7B District Improvements Project

Dear Mr. Castro:

It is the District's position the change order request cost is not justified. This work is within the original scope of the contract and stems from the tasks which were originally contracted for. The District cannot possibly know what means & methods a contractor will use to complete the work nor can they know how a contractor will figure the bid price of each bid item. Also, JBS did not use a trench box to complete the work identified in the attached plan sheets.

Please contact me should you have any questions or concerns regarding this letter at 720-270-0728.

Enclosures: Reunion Trench Box Area, Change Order Request Trench Box 7-22-2020 (both provided by JBS)

Sincerely,  
JR ENGINEERING, LLC

A handwritten signature in blue ink, appearing to read "Michele Tom", written over a light blue circular background.

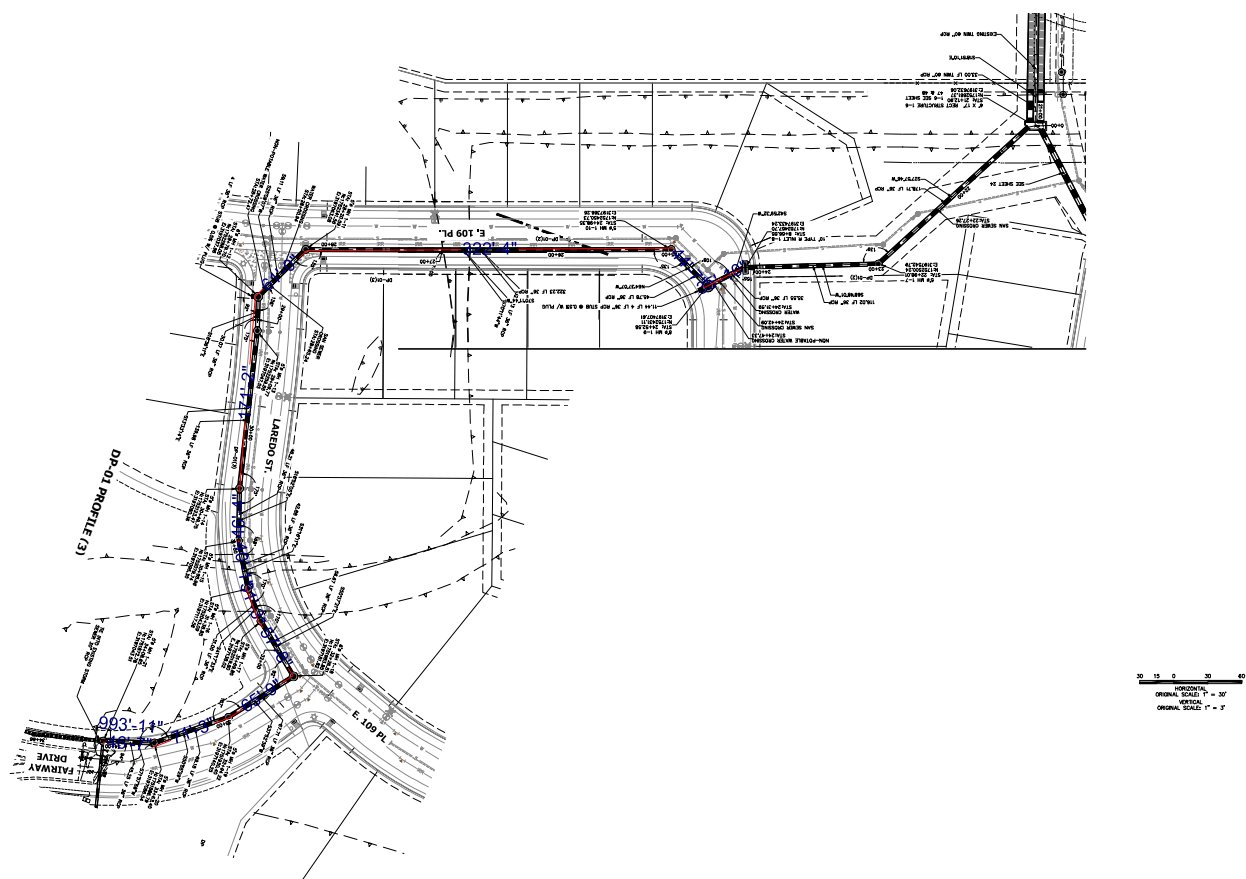
Michele Tom

cc: Ardell Prins, Oakwood Homes  
Trent Marshall, JR Engineering

**Reunion Storm Sewer Impacted by 30% Due to Utilizing a Trench Box and Work Near Adjacent Utilities**

DESCRIPTION	UNIT	UNIT PRICE	MATERIALS	LAB. & EQPMNT.	INC. L & E BY 30%	QTY	TOTAL	TOTAL WITH 15% MU & 3% BOND
36" RCP	EA	\$ 117.30	\$ 79.70	\$ 37.60	\$ 11.28	993	\$ 11,201.04	\$ 13,217.23
5" Manhole	EA	\$ 4,685.00	\$ 2,050.00	\$ 2,635.00	\$ 790.50	10	\$ 7,905.00	\$ 9,327.90
6' Manhole	EA	\$ 5,550.00	\$ 2,761.00	\$ 2,789.00	\$ 836.70	2	\$ 1,673.40	\$ 1,974.61
8' Manhole	EA	\$ 11,390.00	\$ 7,875.00	\$ 3,515.00	\$ 1,054.50	1	\$ 1,054.50	\$ 1,244.31
Trench Boxes (1 EA)	HR	\$ 34.00				30	\$ 1,020.00	\$ 1,203.60
Trench Box Mob	EA							\$ 1,500.00
<b>TOTAL</b>								<b>\$ 28,467.65</b>

Additional Squeegee at Manholes will likely be required. In addition, we may lose some squeegee at areas where we are too close to an adjacent utility. All additional squeegee will be billed at \$50.00/ton.





November 13, 2020

**Mrs. Michele Tom**

*J.R. Engineering*

7200 S. Alton Way, Suite C400

Centennial, Colorado 80111

**RE: CHANGES IN WORK  
VILLAGE 7E and 7B DISTRICT IMPROVEMENTS PROJECT (REUNION METRO DISTRICT)  
COMMERCE CITY, COLORADO**

Mrs. Tom,

On September 2, 2020 you issued a letter to our Project Manager, Mr. Cliff Castro, in response to Mr. Castro's request for additional fees in connection with our installation of storm sewer along E. 109<sup>th</sup> Place, Laredo Street, and Fairway Drive located in the above referenced project. On July 22, 2020, Mr. Castro emailed you with a request for additional fees for installation of some storm sewer segments with an explanation that our work was tedious and slowed due to the presence of an existing irrigation water line that constricted our work area as it was located within just a few feet and parallel to the storm sewer line we are to install per our agreement. Mr. Castro also furnished an exhibit requesting additional fees that detailed extra time necessary to complete the installation work and bedding aggregate, squeegee, necessary to complete these installations due to the presence of the irrigation line and its appurtenances such as thrust blocks, services and valve boxes that inhibited our construction path. Your response to Mr. Castro denied our request for additional fees claiming *'the work was within the original scope of the contract'* and that *'the District cannot possibly know the means & methods a contractor will use to complete the work nor can they know how a contractor will figure the bid price of each bid item'*.

Yesterday, I reviewed our project files and determined that our executed Agreement references Addendum-2 documents; sheets A-3 of 5 from the executed agreement indicating so is attached for reference as Exhibit-1. Also, for reference, I attached plan sheets 21 and 22 from this Addendum-2 plan set as Exhibits 2A and 2B. The storm sewer indicated on these two sheets is along streets 'Fairway Drive' and 'Local P' and is shown being outside of the roadway behind the back of curb. The plans we have on file for the most current construction set now name these roads as Fairway Drive, E. 109<sup>th</sup> Place and Laredo Street. I discovered that the storm sewer was relocated to within the street as shown on the attached Exhibits 3A and 3B—not outside of it as shown on the Addendum-2 plans. Many of the engineering firms we receive plans from indicate plan changes by clouding plan revisions and listing revisions in the revision block. There is no clouding on any plans we were furnished by you to give anyone an indication the line moved, nor is there any sort of notice of revision description in the revision block on any of the plan issues. In fact, none of the plans I find in our files have any revision notifications on them. Furthermore, I find no evidence anywhere where you or anyone else notified us of such a significant change as a realignment of the storm sewer. Your response to Mr. Castro states, 'work was within the original scope', and I am not sure whether to interpret this as you as the project's construction manager were not familiar with the storm sewer realignment or there was an oversight. By any reasonable interpretation, a plan change such as significant realignment of a utility; particularly one that places a storm sewer line a few feet parallel to a water main, is cause for fee adjustments and certainly has nothing to do with 'means and methods' as you stated to Mr. Castro. There were multiple opportunities to notify us of such changes and certainly the most profound was when we processed the Design Change Notifications last year. At that time, we processed numerous quantity changes that were provided by you in the form of bid tabulation quantities. You provided tabulated quantity adjustments to Mr. Castro via an email on July 29, 2019 with the subject line: DCN #01B-DRAFT Bid Set SACWSD Plans to

Established in 1993

8600 Verbena St. Commerce City, CO 80022

Office: (303) 289-4354 Fax: (303) 289-4353

Construction set. You followed up with an email on August 02, 2019 with the same subject line noting you were going to add storm sewer changes to the Bid Schedule B. None of the revised plans gave any indication that the storm sewer line moved and at no time did you ever mention or provide any sort of indication of your intention to sequence the water main installation ahead of our storm sewer installation to even give us an awareness there would be conflict. We assumed our storm sewer would be installed ahead of the water mains as was the case when we bid the job initially.

Your response to Mr. Castro continues, 'Also, JBS did not use a trench box to complete the work identified in the attached plans sheets'. I assume your opinion is that because we did not utilize a particular piece of crew equipment that you do not believe it is fair to be charged for it. I can understand this view; however, please understand we have to comply with guidelines mandated by OSHA in regards to trench safety regulations in anticipation of doing the work and we brought the trench box to the site in anticipation of the work to responsibly outfit the crew. We were unable to use the trench box during any part of the installation because the storm sewer was too close to the installed irrigation line for the trench box to fit. We had no way of knowing it would not fit when we brought it to the site nor did we know we would not end up using it. It was still real cost to us to equip the crew to comply with OSHA requirements and at that time we had no reason to believe the storm line had moved because you or the plans never told us. Therefore, we never were able to price this trench box in our bid because it was not needed when the storm sewer was outside the roadway.

Mr. Castro initially contacted you on July 22<sup>nd</sup> and you responded to him September 2<sup>nd</sup>. I am not aware of any correspondence in between or afterwards. However, since these have been realized costs advanced by JBS and your refusal to adjust our fees in connection with plan changes within a reasonable time has caused us hardship. We relied on our agreement for fair and equitable fee adjustments in connection with changes in the work and we certainly presented those in accordance with our agreement. Your denial of our request in connection to these plan changes is not in accordance with our agreement.

Respectfully, in connection with Section 6.3 of our agreement, we are demanding immediate payment of the fees originally requested by Mr. Castro in July for \$28,467.65. In connection with the *Prompt Payment Act*, which allows for 1.25% per month for public entities, we are also demanding 5-months interest on those fees for an additional amount of \$1,779.23. We also want administrative reimbursement for \$525.00 (5-hours at \$105 per hour) to investigate, discover and respond to your unreasonable refusal resulting from the plan changes. These additional fees may have been avoided had we worked better together. Section 6.8.4 of our agreement states that decisions by the construction manager are binding; however, plan changes without notification are disingenuous and certainly reasonable basis for a claim that could include consequential damages. We are hereby demanding payment expectations within 10-days and providing notice that additional interest and related collection fees at \$105/Hour will be sought. We will recontact you with our intentions towards continued dispute resolution activities and possible additional claims if we have not received a meaningful response within 10-days: November 25, 2020.

Respectfully,

*JBS Pipeline Contractors*



**Scott Jones**

Estimator/Project Manager

C.C: Mr. Mark LoVecchio, *JBS Pipeline*, transmitted via electronic mail to: [MarkL@jbipeline.com](mailto:MarkL@jbipeline.com)  
 Mr. Cliff Castro, *JBS Pipeline*, transmitted via electronic mail to: [Cliff@jbipeline.com](mailto:Cliff@jbipeline.com)  
 Mr. Ardell Prins, *Oakwood Homes*, transmitted via electronic mail to: [Aprins@oakwoodhomes.com](mailto:Aprins@oakwoodhomes.com)

Established in 1993  
 8600 Verbena St. Commerce City, CO 80022  
 Office: (303) 289-4354 Fax: (303) 289-4353



- 7.4. Performance and Payment Bond.
- 7.5. Notice of Award.
- 7.6. Notice to Proceed.
- 7.7. General Conditions.
- 7.8. Special Provisions.
- 7.9. Construction Plans.
- 7.10. Addenda, consisting of the following:

<u>Number</u>	<u>Title</u>	<u>Date</u>
1	Addendum	October 19, 2018
2	Addendum	October 25, 2018

- 7.11. Contractor's Bid.
- 7.12. Documentation submitted by Contractor prior to Notice of Award.
- 7.13. Any Modification, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification made pursuant to the General Conditions.

#### Article 8. MISCELLANEOUS

8.1. The terms used in this Agreement which are defined elsewhere in the Contract Documents shall have the same meanings.

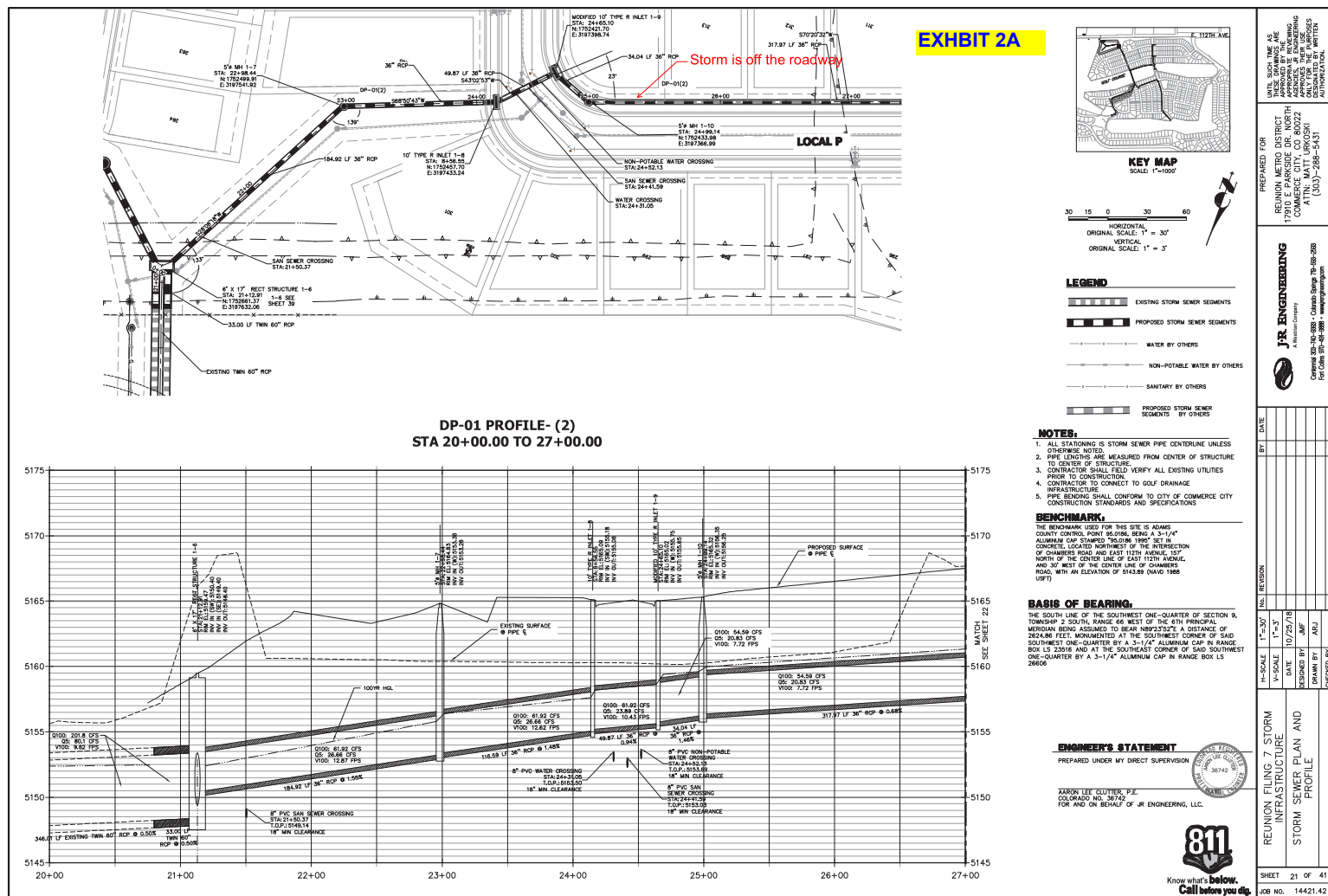
8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3. This Agreement is binding on the District and the Contractor, their agents, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

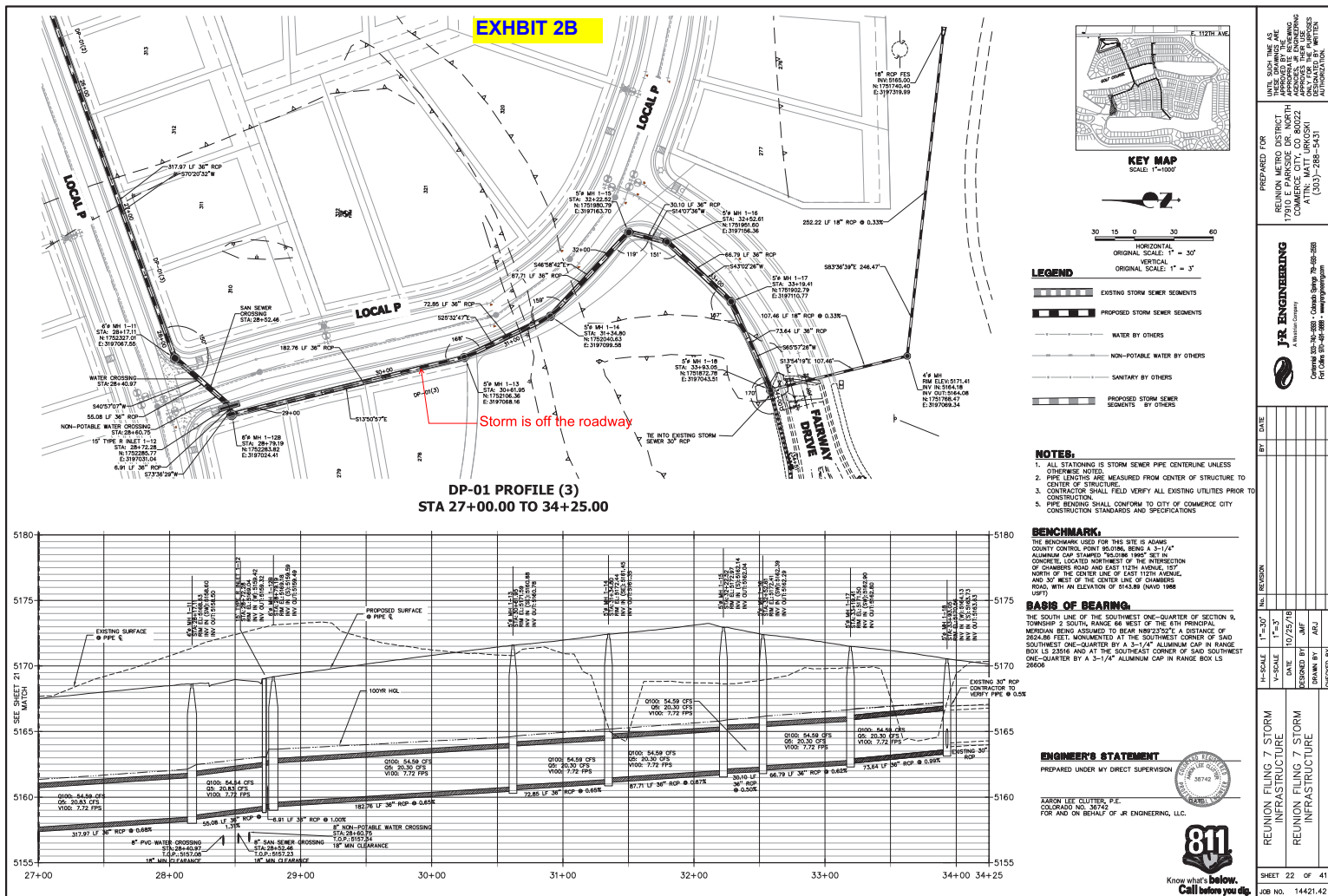
#### Article 9. APPROPRIATIONS AND PAYMENT FOR ADDITIONAL COMPENSABLE WORK

- 9.1 This contract is subject to the provisions of Title 24, Article 91, Section 103.6.
- 9.2 The amount of money appropriated by the District is at least equal to the Contract Price.

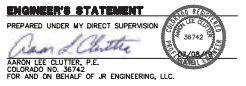
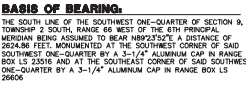
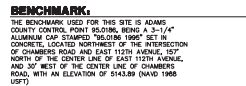
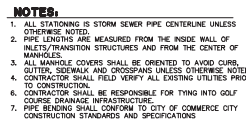
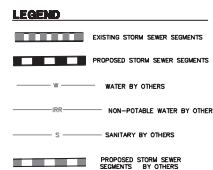
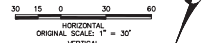
9.3 No Modification shall be issued by the District which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under Sections 4.2, 6.3, 6.5, 11.4, or 11.6 of the General Conditions.



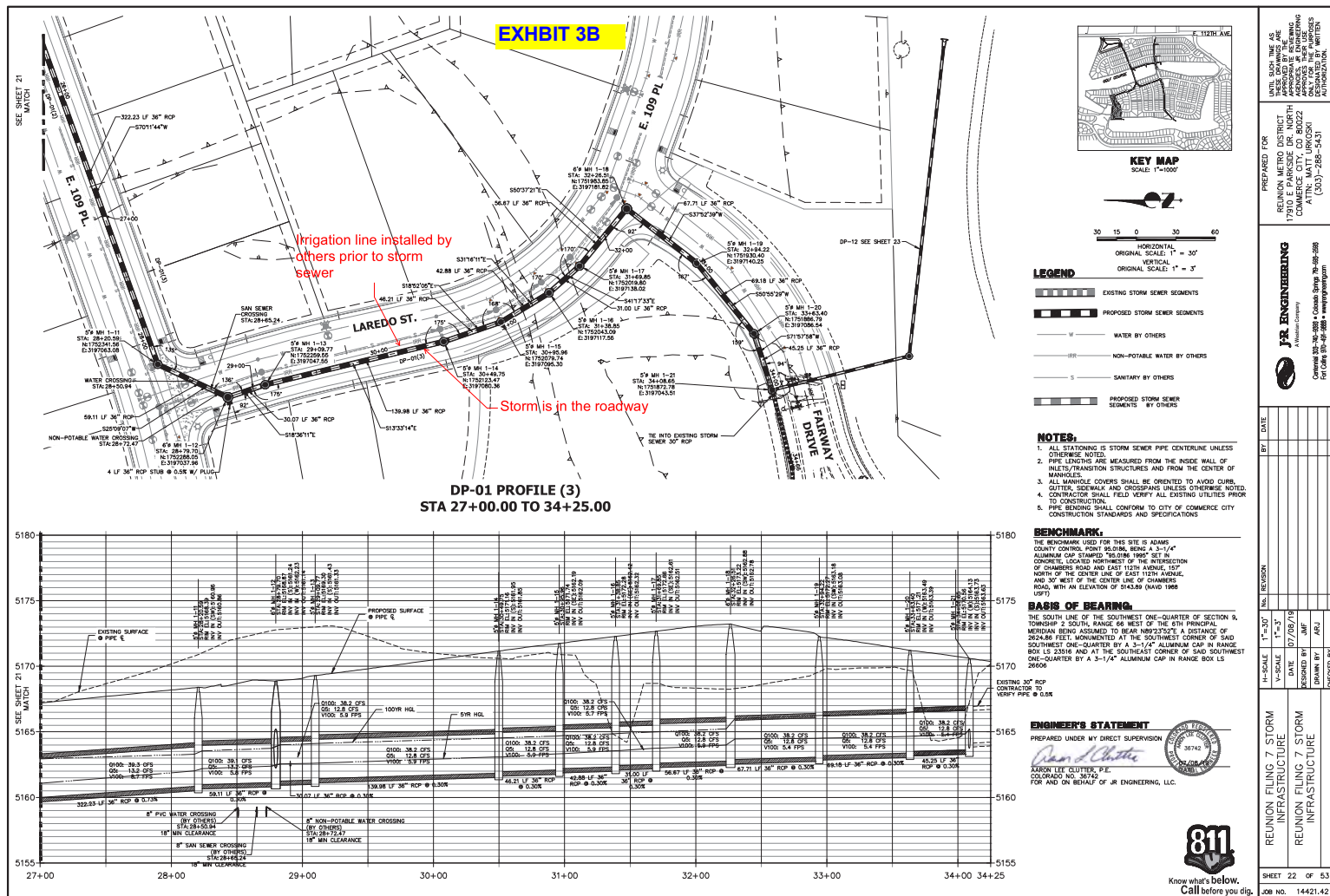




Know what's **below**.  
**Call** before you dig.



REUNION FILING 7 STORM INFRASTRUCTURE	H-SCALE 1"=30'	V-SCALE 1"=3'	10/07/18	DESIGNED BY JMF	DRAWN BY JAR	CHECKED BY	PREPARED FOR  REUNION METRO DISTRICT 17910 E PARKSIDE DR NORTH COMMERCIAL CITY, CO 80022 AT THE REQUEST OF JANET HANSEN (303)-288-5431	UNTIL SUCH TIME AS THIS DRAWING HAS APPROPRIATE REVISIONS APPROVED THEIR USE ON A PROJECT. IF ANY CHANGES ARE MADE A REVISION AUTHORIZATION MUST BE OBTAINED.
	SHEET 21 OF 53	JOB NO. 14421.42						



UNITS: SUCH THAT AS  
REUNION METRO DISTRICT  
APPROVED BY THE  
CITY OF COMMERCE  
17310 E PARKSIDE DR. NORTH  
COMMERCE CITY, CO 80222  
A PROFESSIONAL ENGINEERING  
FIRM, LICENSE NO. 100000001  
REGISTERED PROFESSIONAL  
ENGINEER, P.E. LICENSE  
NO. 100000001  
AUTHORIZATION

PREPARED FOR  
REUNION METRO DISTRICT  
17310 E PARKSIDE DR. NORTH  
COMMERCE CITY, CO 80222  
A PROFESSIONAL ENGINEERING  
FIRM, LICENSE NO. 100000001  
REGISTERED PROFESSIONAL  
ENGINEER, P.E. LICENSE  
NO. 100000001  
AUTHORIZATION

**J.R. ENGINEERING**  
A REUNION COMPANY  
Central Office: 303-461-8888 • Local: 303-461-8888  
Fax: 303-461-8888 • Email: jre@jrengineering.com

BY DATE

NO. REVISION

H-SCALE 1"=30'  
V-SCALE 1"=3'

DATE 07/08/18  
DESIGNED BY JMF  
DRAWN BY ANJ  
CHECKED BY

EXISTING 30" RCP  
CONTRACTOR TO  
VERIFY PIPE @ 0.5%

REUNION FILING 7 STORM  
INFRASTRUCTURE

REUNION FILING 7 STORM  
INFRASTRUCTURE

SHEET 22 OF 53  
JOB NO. 14421.42



## ARTICLE 6

### SCOPE OF WORK

#### 6.1 Intent of Plans

The intent of the Plans is to describe a complete project which the Contractor undertakes to do in full compliance with the Contract Documents. The Contractor shall perform all items of work covered and stipulated in the Contract Documents, all in accordance with the lines, grades, cross sections and dimensions shown on the Plans. The Contractor shall furnish, unless otherwise provided in the Plans, all materials, equipment, implements, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Project.

#### 6.2 Extraordinary Conditions

Should any construction or conditions which are not thoroughly or satisfactorily stipulated or set forth by the Plans be encountered on the Project, special conditions for such work may be prepared and shall be ~~considered as part of the Contract Documents~~.

#### 6.3 Changes and Increased or Decreased Quantities of Work

The District reserves and shall have the right to make such changes, from time to time, in the Drawings, to the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the construction of the Project in a satisfactory manner, provided such changes do not alter the total cost of the Project, based on the originally estimated quantities and the unit prices bid, or lump sum bid, by more than twenty-five percent (25%), and provided further that such changes do not alter the total cost of any major item, based on the originally estimated quantities and the unit prices bid or schedule of values by more than twenty-five percent (25%). (A major item shall be construed to be any item, the total cost of which is equal to or greater than ten percent (10%) of the total Contract Price, computed on the basis of the Bid quantity and the Contract unit prices, lump sum prices or schedule of values amount.) Any such changes shall be authorized by a Work Order executed by the District and the Contractor. Should it become necessary, for the best interest of the District, to make changes in excess of that herein specified, the same shall be covered by a Supplemental Agreement. The Contractor shall not start work on any change requiring a Supplemental Agreement until the Supplemental Agreement setting forth the adjusted prices is executed by the District and the Contractor. In case a satisfactory adjustment in price cannot be reached for any item requiring a Supplemental Agreement, the District reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Project. The Construction Manager or Engineer may authorize minor changes in the Project not involving an adjustment of Contract Price or Contract Time, which are consistent with the overall intent of the Contract Documents. Said minor changes shall be initiated by Field Memorandum or Design Change Notification and shall be binding on the District and the Contractor, and shall be performed promptly by the Contractor.

#### 6.4 Deleted Items

The Construction Manager, Engineer or the District may, in writing, order any item, other than a major item, deleted from the Project and such deletion shall not be a waiver of any condition of the Contract Documents nor invalidate any of the provisions thereof. Major items may be deleted by Supplemental Agreements. The Contractor will be paid for all work done on deleted items as provided in Article 11.

#### 6.5 Extra Work

When work is necessary to the proper completion of the Project for which no quantities or prices were given in the Bid or Contract Documents, the same shall be called extra work and shall be performed by the

## ARTICLE 4

## PHYSICAL CONDITIONS

## 4.1 Physical Conditions--Investigations and Reports

The Special Provisions may identify those reports of investigations and tests of subsurface and latent physical conditions which have been relied upon by the Engineer in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

## 4.2 Unforeseen Physical Conditions

If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the Construction Manager promptly before conditions are disturbed and in no event later than (3) three working days after first observance of the conditions. The Construction Manager or Engineer will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractors' cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the Construction Manager or Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Construction Manager shall so notify the District and the Contractor in writing, stating the reasons. If the District or the Contractor disagrees with the Construction Manager's determination, the matter shall be referred to the Engineer within 5 working days.

\*\*\*\*\*



## CHANGE ORDER

### Reunion Metropolitan District

CHANGE ORDER NO. 03

DATED: April 28, 2021

CONTRACT FOR: Reunion Ridge Filing No. 1 Improvements

OWNER: Reunion Metropolitan District

CONTRACTOR: ESCO Construction

AGREEMENT DATE: May 1, 2020

The following changes are hereby made to the Contract Documents:

Justification:

**DCN #19A – Vaughn Way Water Lateral**

CORE Engineering requested an 8 inch potable water lateral be added within Vaughn Way to connect to PA-2. **Total \$34,543.50**

**DCN #20A-REV – Pavement & Earthwork**

The weir walls for Pond A & Pond F have been redesigned at the request of ESCO. This purpose of this redesign was to take out the “curved” walls and make a series of short walls and angle points for constructability. DCN was revised to show the top of weir wall elevations. **Total \$0.00**

**DCN #21A – Ragweed Draw Channel and Pond Revisions**

The Ragweed Draw Channel and Ponds were revised from bid set plans to approved set plans based on Commerce City comments and UDFCD requirements. **Total \$213,918.50**

**DCN #23A – Sidewalk Modification for Monitoring Well**

The sidewalk located west of Tucson St has been adjusted vertically to avoid relocating an existing monitoring well. **Total \$0.00**

**DCN #24A – 104<sup>th</sup> Avenue & Potomac Street Fire Hydrant**

The fire hydrant lateral extension at Potomac & 104<sup>th</sup> has been adjusted in order to account for a proposed storm sewer crossing. The water line was angled slightly to increase the spacing to over 6 inches, and to accommodate insulation in between the two. **Total \$0.00**

**DCN #25A – Sidewalk Modification for Monitoring Well**

Proposed curb and gutter located west of Tucson Street has been shortened to avoid relocation of the existing fiber optic box identified in the field. **Total (\$2,353.20)**

**FCN #12A-REV – Spoils to Stockpile**

ESCO was directed to move excess dirt out of Phases 1A & 1B and stockpile on the south end of the project. The road core spoils came from the District wet utility pipe and rock package installation that



displaced the native subgrade when installed. FCN was revised for actual quantities moved. **Total \$30,686.40**

**FCN #16A-REV – Additional Potholing**

Asphalt Specialties was able to pave the intermediate lift on Vaughn Way for an additional \$10.00/TON. FCN was revised for actual tonnage of asphalt used. **Total \$18,818.40**

**FCN #18A – Landscape Irrigation & Utility Sleeving for Tucson**

ESCO will install the sleeving on Tucson Street now with the Reunion Ridge F1 Improvements since they can trench in the sleeving instead of the landscape contractor having to bore in the sleeves at a later time. **Total \$32,064.00**

**FCN #19A – Potomac Storm & Water Investigation**

The existing water line in Potomac Street was found to be 1' lower than the plans called out. The new clearance between the storm and water pipes was now 6". ESCO had to close up the open trench for the night until SACWSD approved the use of blue board for the shortened clearance. **Total \$3,315.00**

**FCN #22A – Potomac Water Lateral Raising**

The existing 24" water line in Potomac was 1' lower than the drawings showed which meant the line was the same elevation as the 12" irrigation that was installed. Jerry w/ SACWSD instructed ESCO's crew to install a half raising of the water line lateral so that new 8" waterline could clear the 12" irrigation line with required separation distance. **Total \$2,664.00**

Enclosures: COR #03

Adjustment to Contract Price:

Contract Price prior to this Change Order	\$ 13,731,267.86
Net Adjustment Resulting from this Change Order (+or -)	\$333,656.60
Current Contract Price Including this Change Order	\$ 14,064,924.46

Contract Time:


Original Contract Completion Date (198 Calendar Days):	October 16, 2020
Current Contract Completion Date:	May 31, 2021
Change in Contract Completion Date Due to this Change Order:	46 Calendar Days
New Contract Completion Date:	July 16, 2021

Reunion Metropolitan District certifies that an adequate appropriation of funds is available to equal or exceed the new contract price including this change order.

REUNION METROPOLITAN  
DISTRICT

\_\_\_\_\_  
District Board Representative

ESCO CONSTRUCTION

  
\_\_\_\_\_  
Ross Gallatin  
Project Manager





## CHANGE ORDER

### Reunion Metropolitan District

CHANGE ORDER NO. 01

DATED: April 27, 2021

CONTRACT FOR: 112<sup>th</sup> Avenue Landscape Improvements

OWNER: Reunion Metropolitan District

CONTRACTOR: Brightview Landscape Development

AGREEMENT DATE: August 5, 2020

The following changes are hereby made to the Contract Documents:

Justification:

**FCN #1 – Chambers Landscape**

This landscape work at Chambers, including sod and irrigation restoration, was removed from the Civil Contractors scope in DCN #18 for the 112th Avenue Improvements Project and added to the Landscaper's Scope. **Total \$5,471.00**

**FCN #2 – Irrigation Changes**

Changes were made to the irrigation system based on the installed tap sizes. **Total \$2,199.12**

**FCN #3 – BRGC Design**

The Buffalo Run Golf Course had Terracina redesign the plans for the parking lot and BRGC frontage due to water shortages over the past few years. **Total \$18,297.84**

**FCN #4 – Dirt Balance**

Dirt along 112<sup>th</sup> had to be balanced out. Brightview had to dig out some dirt along the c&g to install the cobble. **Total \$9,696.40**

**FCN #5 – Magnation Unit**

Raul Martinez for the Reunion Metro District requests magnation units installed on all the backflows for better water quality. **Total \$622.47**

**FCN #6 – Multistrand Wire System**

The mainline was found to have a multistrand wire system instead of a 2-wire system. **Total (\$1,737.00)**

**192 Calendar Days** have been added to the bid schedules contract duration due to start date change and weather days.

		Commerce City	Commerce City	Reunion	
FCN/DCN No.	Change Order No.	Bid Schedule A	Bid Schedule B	Bid Schedule C	TOTAL
FCN #1	01	\$2,735.50		\$2,735.50	\$5,471.00
FCN #2	01			\$2,199.12	\$2,199.12
FCN #3	01	\$1,596.44	\$9,732.40	\$6,969.00	\$18,297.84
FCN #4	01	\$5,817.60		\$3,878.80	\$9,696.40
FCN #5	01			\$622.47	\$622.47
FCN #6	01	(\$1,737.00)			(\$1,737.00)
Original Contract		\$174,196.30	\$44,859.09	\$213,551.10	\$432,606.49
CO #1		\$8,412.54	\$9,732.40	\$16,404.89	<b>\$34,549.83</b>
New Contract Value		\$182,608.84	\$54,591.49	\$229,955.99	\$467,156.32

Enclosures: COR #01

Adjustment to Contract Price:

Contract Price prior to this Change Order	\$ 432,606.49
Net Adjustment Resulting from this Change Order (+or -)	+ \$9,266.16
Current Contract Price Including this Change Order	\$ 467,156.32

Contract Time:

Original Contract Completion Date (90 Calendar Days):	November 3, 2020
Change in Contract Completion Date Due to this Change Order:	192 Calendar Days
New Contract Completion Date:	May 14, 2021

Reunion Metropolitan District certifies that an adequate appropriation of funds is available to equal or exceed the new contract price including this change order.

REUNION METROPOLITAN  
DISTRICT

BRIGHTVIEW LANDSCAPE

\_\_\_\_\_  
District Board Representative

\_\_\_\_\_  
Project Manager



## CHANGE ORDER RECOMMENDATION

### Reunion Metropolitan District

CHANGE ORDER NO. 01

DATED: April 27, 2021

CONTRACT FOR: 112<sup>th</sup> Avenue Landscape Improvements

OWNER: Reunion Metropolitan District

CONTRACTOR: Brightview Landscape Development

AGREEMENT DATE: August 5, 2020

The following changes are hereby made to the Contract Documents:

Justification:

**FCN #1 – Chambers Landscape**

This landscape work at Chambers, including sod and irrigation restoration, was removed from the Civil Contractors scope in DCN #18 for the 112th Avenue Improvements Project and added to the Landscaper's Scope. **Total \$5,471.00**

**FCN #2 – Irrigation Changes**

Changes were made to the irrigation system based on the installed tap sizes. **Total \$2,199.12**

**FCN #3 – BRGC Design**

The Buffalo Run Golf Course had Terracina redesign the plans for the parking lot and BRGC frontage due to water shortages over the past few years. **Total \$18,297.84**

**FCN #4 – Dirt Balance**

Dirt along 112<sup>th</sup> had to be balanced out. Brightview had to dig out some dirt along the c&g to install the cobble. **Total \$9,696.40**

**FCN #5 – Magnation Unit**

Raul Martinez for the Reunion Metro District requests magnation units installed on all the backflows for better water quality. **Total \$622.47**

**FCN #6 – Multistrand Wire System**

The mainline was found to have a multistrand wire system instead of a 2-wire system. **Total (\$1,737.00)**

**192 Calendar Days** have been added to the bid schedules contract duration due to start date change and weather days.

		Commerce City	Commerce City	Reunion	
FCN/DCN No.	Change Order No.	Bid Schedule A	Bid Schedule B	Bid Schedule C	TOTAL
FCN #1	01	\$2,735.50		\$2,735.50	\$5,471.00
FCN #2	01			\$2,199.12	\$2,199.12
FCN #3	01	\$1,596.44	\$9,732.40	\$6,969.00	\$18,297.84
FCN #4	01	\$5,817.60		\$3,878.80	\$9,696.40
FCN #5	01			\$622.47	\$622.47
FCN #6	01	(\$1,737.00)			(\$1,737.00)
Original Contract		\$174,196.30	\$44,859.09	\$213,551.10	\$432,606.49
CO #1		\$8,412.54	\$9,732.40	\$16,404.89	<b>\$34,549.83</b>
New Contract Value		\$182,608.84	\$54,591.49	\$229,955.99	\$467,156.32

Enclosures: FCN #1,#2,#3,#4,#5,#6

Adjustment to Contract Price:

Contract Price prior to this Change Order	\$ 432,606.49
Net Adjustment Resulting from this Change Order (+or -)	+ \$9,266.16
Current Contract Price Including this Change Order	\$ 467,156.32

Contract Time:

Original Contract Completion Date (90 Calendar Days):	November 3, 2020
Change in Contract Completion Date Due to this Change Order:	192 Calendar Days
New Contract Completion Date:	May 14, 2021

Issued by:



JR ENGINEERING

BY: Michele Tom

Date: April 27, 2021

**FIELD CHANGE NOTIFICATION**

PROJECT: PROJECT NO. FIELD CHANGE NO.  
**112TH AVENUE LANDSCAPE IMPROVEMENTS 14421.50 1**  
**BID SCHEDULES A & C**

**PROPOSED CHANGE DESCRIPTION**

The purpose of this Field Change Notification is to document changes to the scope of work to include irrigation and landscape changes requested by the Engineer of record in accordance with the current site conditions caused by removal and replacement of existing curb and gutter as well as placement of soil back of curb along Chambers Road. This work was removed from the Civil Contractors scope in DCN #18 for the 112<sup>th</sup> Avenue Improvements Project and added to the Landscaper's Scope. The following are the general descriptions of changes that have occurred to Bid Schedule A listed in bid form format. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for work within this FCN. The Contractor shall be compensated for the work as shown in the copy of their PCI #00001 attached. FCN's shall be officially added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>SHARED COSTS (50/50)</b>					
	<i>Remove and Replace Existing Turf, Site Prep, and Fine Grading</i>	1	LS	\$ 1,884.00	\$ 1,884.00
	<i>Irrigation Modification, Reset and Placement @ Chambers</i>	1	LS	\$ 3,587.00	\$ 3,587.00

\*Indicates New Item

Commerce City Total \$ 2,735.50

Reunion Total \$ 2,735.50

**GRAND TOTAL FOR THIS FCN \$ 5,471.00**

_____	<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.) _____
_____	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
_____	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
_____	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE	<input type="checkbox"/> OTHER

<b>EXHIBITS ATTACHED</b>	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES, IF YES, CHECK APPLICABLES BOXES
<input type="checkbox"/> COPIES OF MARKED-UP AREA(S) OF DRAWING(S)		
<input type="checkbox"/> FIELD CHANGE REQUEST FOR (FCR NO. _____)	<input checked="" type="checkbox"/> OTHER (Describe)	BV's PCI #00001, 112 <sup>th</sup> Avenue DCN #18

COMMENTS	SCHEDULE ERECTED/PLACEMENT DATE(S) _____
----------	--

ORIGINATOR: <b>JR ENGINEERING</b>	DATE <u>2/20/2021</u>
-----------------------------------	-----------------------

DISTRIBUTION (Check as applicable)

- ☒ JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- ☒ CONTOUR SERVICES Construction Manager: Shawn Wissel
- ☐ JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- ☒ REUNION METRO DISTRICT: Aaron Clutter
- ☒ BRIGHTVIEW: Brett Gustafson/ William Coisman
- ☒ COMMERCE CITY: Brent Soderlin/ Alan Trudell

JR ENGINEERING

	<u>3/2/2021</u>
District Engineer	Date



# BrightView Landscape Development, Inc.

## Potential Change Item

No. 00001

**Title:** Additional Sod Area @ 112th & Chambers

**Date:** Dec 11, 2020

**Project:** Reunion Metro District 112th A

**Job:** 111914

**Attn:** Michele Tom

Reunion Metropolitan District

17910 E Parkside Dr N,

Commerce City, CO 80022

**Phone:**

### Description Of Estimate:

Estimate to renovate existing tree lawn running North along Chambers from 112th Ave

### Breakdown Of Work

Item	Description of Work	Quantity	Units	Unit Price	Net Amount
1	See attached	1.00	LS	0.00	\$5,471.00
<b>Total :</b>					\$5,471.00

**Estimated Time Extension**    5    **Days**

This estimate will remain in effect for 30 days, unless otherwise noted. After expiration, a new estimate will be submitted upon request

### Notes:

- ☒ This work will not be done until approved and written change order is issued.
- ☐ A signature below authorizes us to proceed with the work described above, at the stated prices.
- ☒ Extension of time necessary for this change: 5 consecutive working days.
- ☐ This work was done in accordance with your order to proceed: Please issue change order.

**Prepared By:** \_\_\_\_\_

Seth McCabe

BrightView Landscape Development, Inc.

**Approved By:** \_\_\_\_\_

Michele Tom

Reunion Metropolitan District

**Date:** Dec 11, 2020

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



**Reunion Metro District**  
**RMD Landscape Improvements - 112th Avenue**

---

December 11, 2020

**Added Sod Area @ 112th Ave and Chambers**

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>Landscape Renovation</b>			
Fine Grade, Soil Prep, Sod	1 ls	\$1,884.00	\$1,884.00
<b>Irrigation Renovation</b>			
Pot holing, pop-ups, laterals, coverage test	1 ls	\$3,587.00	\$3,587.00
		<b>GRAND TOTAL</b>	<b>\$5,471.00</b>

**QUALIFICATIONS**

As built irrigation documents were not provided with the request for this scope. Estimate has been based on visible observations, no potholing was performed.

It has been assumed that existing irrigation system is fully operable at time of construction.



**DESIGN CHANGE NOTIFICATION**

PROJECT:  
112TH AVENUE PHASE 1 IMPROVEMENTS  
ALL BID SCHEDULES

PROJECT NO.  
14421.50

DESIGN CHANGE NO.  
18

**PROPOSED CHANGE DESCRIPTION**

The following descriptions, FINAL quantities, and associated costs affecting ALL Bid Schedules are described below. The work described in this DCN shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FINAL DCN affecting ALL Bid Schedules, as shown in the table below.

**BID SCHEDULE A – SHARED COST**

1. The sod at Chambers Road and 112<sup>th</sup> Avenue will be adjusted out of HEI's contract and added into the landscape contract. The sod would have been installed after the irrigation had been shut off for the season.

**BID SCHEDULE B – CITY COST ONLY**

2. Final fence quantities were adjusted based on field measurements/adjustments-
  - a. The field measurement for the 6' privacy fence from FCN #1 was 997 LF. 203 LF will be adjusted out.
  - b. The field measurement for the split rail fence from FCN #27 was 751 LF of install and 459 LF of removal. 51 LF of new fence and 9 LF of removal of old fence will be added.
  - c. The barbed wire was not needed. The fence will be adjusted out.

**BID SCHEDULE C – PARKING LOT COST**

1. 52 LF sod was not needed and will be adjusted out of the contract.

**BID SCHEDULE D – REUNION COST ONLY**

2. Final fence quantities were adjusted based on field measurements/adjustments-
  - a. The chain link fence around Pond 7A was not installed. The fence and associated gate will be adjusted out.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule A - SHARED COST</b>					
A21	Sod	(3,546)	SF	\$ 2.00	\$ (7,092.00)
<b>Bid Schedule B - CITY ONLY COST</b>					
B17.1	Install New Fence	(203)	LF	\$ 37.10	\$ (7,531.30)
B30	Barbed Wire Fence	(801)	LF	\$ 4.75	\$ (3,804.75)
B88	Replace BRGC Frontage Fence	51	LF	\$ 27.50	\$ 1,402.50
B88	Remove BRGC Frontage Fence	9	LF	\$ 4.95	\$ 44.55
<b>Bid Schedule C - PARKING LOT COST</b>					
C26	Sod	(52)	LF	\$ 2.00	\$ (104.00)
<b>Bid Schedule D - REUNION ONLY COST</b>					
D18	Chain Link Fence	(1,102)	LF	\$ 15.00	\$ (16,530.00)
D19	16' Chain Link Gate	(1)	EA	\$ 1,548.00	\$ (1,548.00)

Bid Schedule A Total \$ (7,092.00)

Bid Schedule B Total \$ (9,889.00)

Bid Schedule C Total \$ (104.00)

Bid Schedule D Total \$ (18,078.00)

**GRAND TOTAL FOR THIS DCN \$ (35,163.00)**

**FIELD CHANGE NOTIFICATION**

PROJECT:  
**112TH AVENUE LANDSCAPE IMPROVEMENTS**  
**BID SCHEDULES C**

PROJECT NO.  
**14421.50**

FIELD CHANGE NO.  
**2**

**PROPOSED CHANGE DESCRIPTION**

The purpose of this Field Change Notification is to document changes made by the Terracina to the irrigation system. Terracina modified the irrigation based on the installed sizes of the irrigation taps. The following are the general descriptions of changes that have occurred to Bid Schedule C listed in bid form format. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for work within this FCN. The Contractor shall be compensated for the work as shown in the copy of their PCI #00002 attached. FCN's shall be officially added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule C - Reunion Costs</b>					
112C.33	Two-Wire Decoder	4	EA	\$ 140.00	\$ 560.00
112C.34	Two-Wire Cable	(172)	LF	\$ 0.54	\$ (92.88)
112C.43	Gate Valve - 2" dia.	1	EA	\$ 310.00	\$ 310.00
112C.44	Gate Valve - 1.5" dia.	1	EA	\$ 80.00	\$ 80.00
112C.45	Gate Valve - 2.5" dia.	(1)	EA	\$ 360.00	\$ (360.00)
112C.47	Quick Coupling Valve	2	EA	\$ 310.00	\$ 620.00
112C.48	Electric Control Valve - 2" dia.	(2)	EA	\$ 390.00	\$ (780.00)
112C.49	Electric Control Valve - 1.5" dia.	4	EA	\$ 320.00	\$ 1,280.00
112C.50	Electric Control Valve - 1" dia.	2	EA	\$ 270.00	\$ 540.00
112C.53	PVC 2.5" Mainline w/ fittings	(10)	LF	\$ 5.25	\$ (52.50)
112C.54	PVC 2" Mainline w/ fittings	(162)	LF	\$ 5.00	\$ (810.00)
112C.56	2.5" PVC Lateral	(7)	LF	\$ 3.75	\$ (26.25)
112C.57	2" PVC Lateral	27	LF	\$ 3.25	\$ 87.75
112C.58	1.5" PVC Lateral	(32)	LF	\$ 2.75	\$ (88.00)
112C.59	1.25" PVC Lateral	(6)	LF	\$ 2.50	\$ (15.00)
112C.60	1" PVC Lateral	(24)	LF	\$ 2.25	\$ (54.00)
112C.65	Point of Connection - Mainline and Wire	1	EA	\$ 500.00	\$ 500.00
*112C.651	Two-Wire Surge Arrestor	2	EA	\$ 250.00	\$ 500.00

\*Indicates New Item

Bid Schedule C Total \$ 2,199.12

**GRAND TOTAL FOR THIS FCN \$ 2,199.12**

_____	<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.) _____
_____	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
_____	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
_____	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE	<input type="checkbox"/> OTHER

**EXHIBITS ATTACHED**      ☐ NO      ☒ YES, IF YES, CHECK APPLICABLES BOXES

☒ COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

☐ FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_)      ☒ OTHER (Describe)      BV's PCI #00002


COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_

ORIGINATOR: **JR ENGINEERING** \_\_\_\_\_ DATE 3/3/2021

DISTRIBUTION (Check as applicable)

- ☒ JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- ☒ CONTOUR SERVICES Construction Manager: Shawn Wissel
- ☐ JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- ☒ REUNION METRO DISTRICT: Aaron Clutter
- ☒ BRIGHTVIEW: Brett Gustafson/ William Coisman
- ☐ COMMERCE CITY: Brent Soderlin/ Alan Trudell

JR ENGINEERING

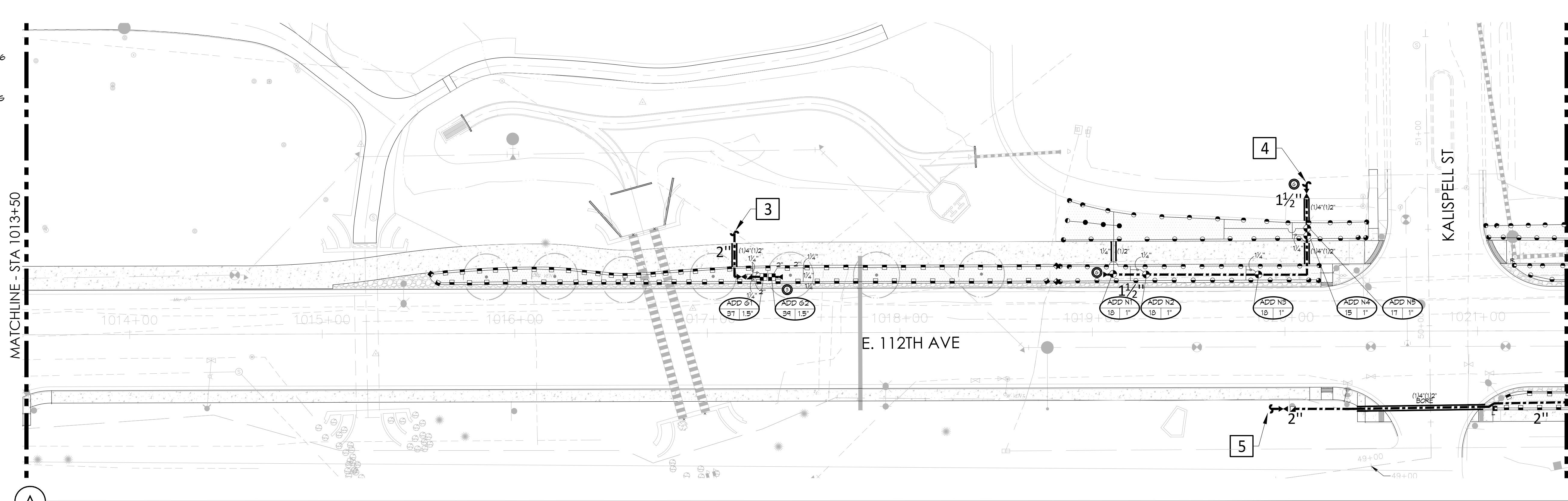
	3/3/2021
_____	_____
District Engineer	Date



4. CONTRACTOR TO FIELD LOCATE EXISTING IRRIGATION MAINLINE (SIZE TO BE DETERMINED IN THE FIELD) AND EXISTING 2-WIRE CABLE, AT THIS APPROXIMATE LOCATION - COORDINATE THIS WITH DEVELOPMENT MAINTENANCE PERSONNEL. TIE ONTO AND INSTALL ONE 1½" GATE VALVE AND EXTEND NEW 1½" MAINLINE AND NEW 2-WIRE CABLE TO NEW IRRIGATION, AS SHOWN.

CONTRACTOR TO REPAIR AND/OR REPLACE ANY EXISTING IRRIGATION DAMAGED DURING NEW CONSTRUCTION AT NO ADDITIONAL COST TO OWNER.

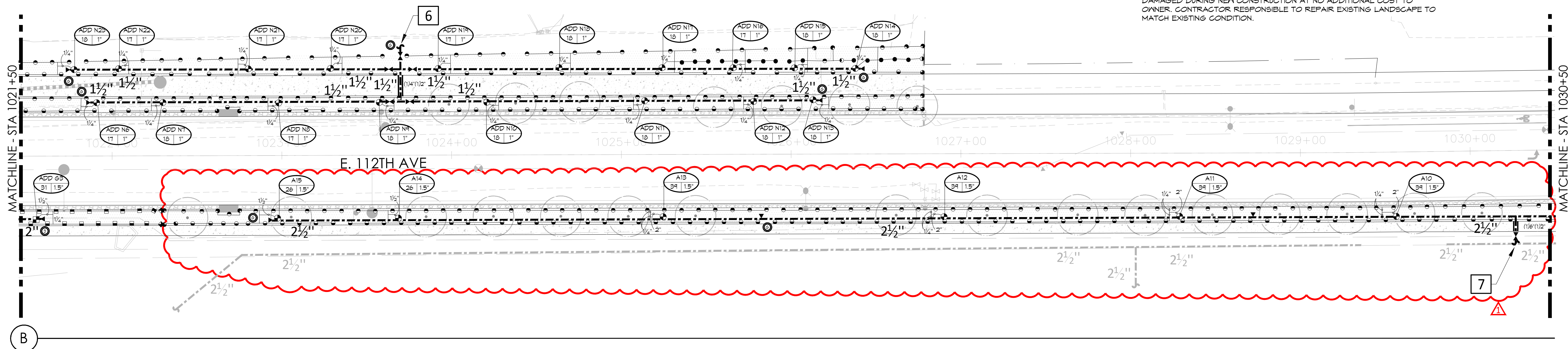
\*CONTRACTOR TO VERIFY THAT THERE IS ENOUGH CAPACITY ON THE EXISTING CONTROLLER TO HANDLE NEW IRRIGATION ZONES. IF NOT, CONTRACTOR TO INSTALL NEW CONTROLLER (SAME MANUFACTURER AS WHAT IS CURRENTLY INSTALLED) FOR NEW CONTROL VALVES TO BE ADDED IN WITH THIS SCOPE OF WORK.



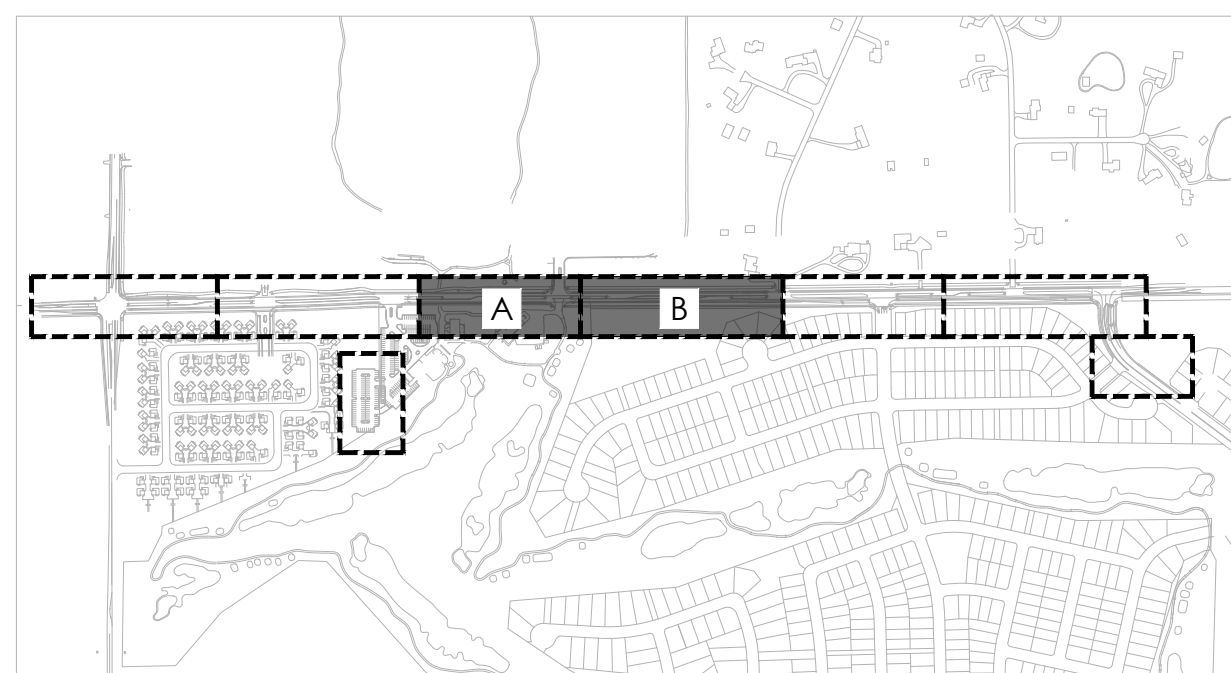
6 CONTRACTOR TO FIELD LOCATE EXISTING IRRIGATION MAINLINE (SIZE TO BE DETERMINED IN THE FIELD) AND EXISTING 2-WIRE CABLE, AT THIS APPROXIMATE LOCATION - COORDINATE THIS WITH DEVELOPMENT MAINTENANCE PERSONNEL. FIELD ONTO AND INSTALL ONE 1/2" GATE VALVE AND EXTEND NEW 1 1/2" MAINLINE AND NEW 2-WIRE CABLE TO NEW IRRIGATION, AS SHOWN. CONTRACTOR TO REPAIR AND/OR REPLACE ANY EXISTING IRRIGATION DAMAGED DURING NEW CONSTRUCTION AT NO ADDITIONAL COST TO OWNER.

\*CONTRACTOR TO VERIFY THAT THERE IS ENOUGH CAPACITY ON THE EXISTING CONTROLLER TO HANDLE NEW IRRIGATION ZONES. IF NOT, CONTRACTOR TO INSTALL NEW CONTROLLER (SAME MANUFACTURER AS WHAT IS CURRENTLY INSTALLED) FOR NEW CONTROL VALVES TO BE ADDED IN WITH THIS SCOPE OF WORK.

5 CONTRACTOR TO FIELD LOCATE EXISTING IRRIGATION MAINLINE AND EXISTING CONTROL WIRES, AT THIS APPROXIMATE LOCATION - COORDINATE THIS WITH GOLF COURSE MAINTENANCE STAFF. TIE ONTO AND INSTALL ONE SPARE ALIVE, ONE SPARE REDUCING VALVE AND EXTEND NEAR 2" MAINLINE AND 2" CONTROL WIRE TO COMMON (HOT, 1 SPARE COMMON AND 2 SPARE HOTS), AS SHOWN. SET FRY AT TO PSI. CONTRACTOR TO REPAIR AND/OR REPLACE ANY EXISTING IRRIGATION DAMAGED DURING NEW CONSTRUCTION AT NO ADDITIONAL COST TO OWNER. CONTRACTOR RESPONSIBLE TO REPAIR EXISTING LANDSCAPE TO MATCH EXISTING CONDITION.



SCALE: NTS



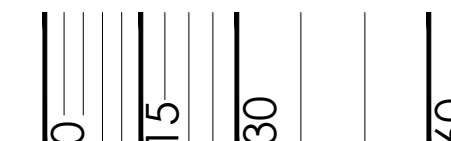
DIRECTORY  
IRRIGATION NOTES & SCHEDULE  
IRRIGATION PLANS  
IRRIGATION DETAILS -

IR.1  
IR.2 - IR.5  
IR.6 - IR.10

**7** CONTRACTOR TO LOCATE 2½" IRRIGATION MAINLINE AND 2-WIRE CABLE PATH (FROM CONTROLLER 'A' - PART OF REUNION VILLAGE 7 PLAN SET), AT THIS APPROXIMATE LOCATION. TIE ONTO AND INSTALL ONE 2½" GATE VALVE AND EXTEND NEW 2½" MAINLINE AND NEW 2-WIRE CABLE TO NEW IRRIGATION, AS SHOWN.



Scale: 1"= 30'-0"



**Irrigation Consulting & Water Management**  
860 Tabor Street, Suite 200 Lakewood, Colorado 80401  
o: 303.980.5327 [www.hydrosystemskdi.com](http://www.hydrosystemskdi.com)



Know what's below.  
**Call** before you dig.



10200 E. Girard Ave, A-314  
Denver, CO 80231  
ph: 303.632.8867

100% FOR CONSTRUCTION

E. 112TH AVENUE  
IMPROVEMENTS PHASE 1

## IRRIGATION PLANS

SHEET		IR.3		OF		13	
JOB NO.		14421.50					
<div style="text-align: center;"> <h1>IRRIGATION PLANS</h1> </div>							
H-SCALE		N/A		No.		REVISION	
V-SCALE		DATE		07/30/2020		1	
DESIGNED BY		DATE		07/30/2020		ADDENDUM #1	
DRAWN BY		DESIGNED BY		DATE		BY	
CHECKED BY		DRAWN BY		DATE		DATE	
		CHECKED BY		DATE		DATE	
		AMC				AMC	

PREPARED FOR

**J·R ENGINEERING**  
A Westrian Company



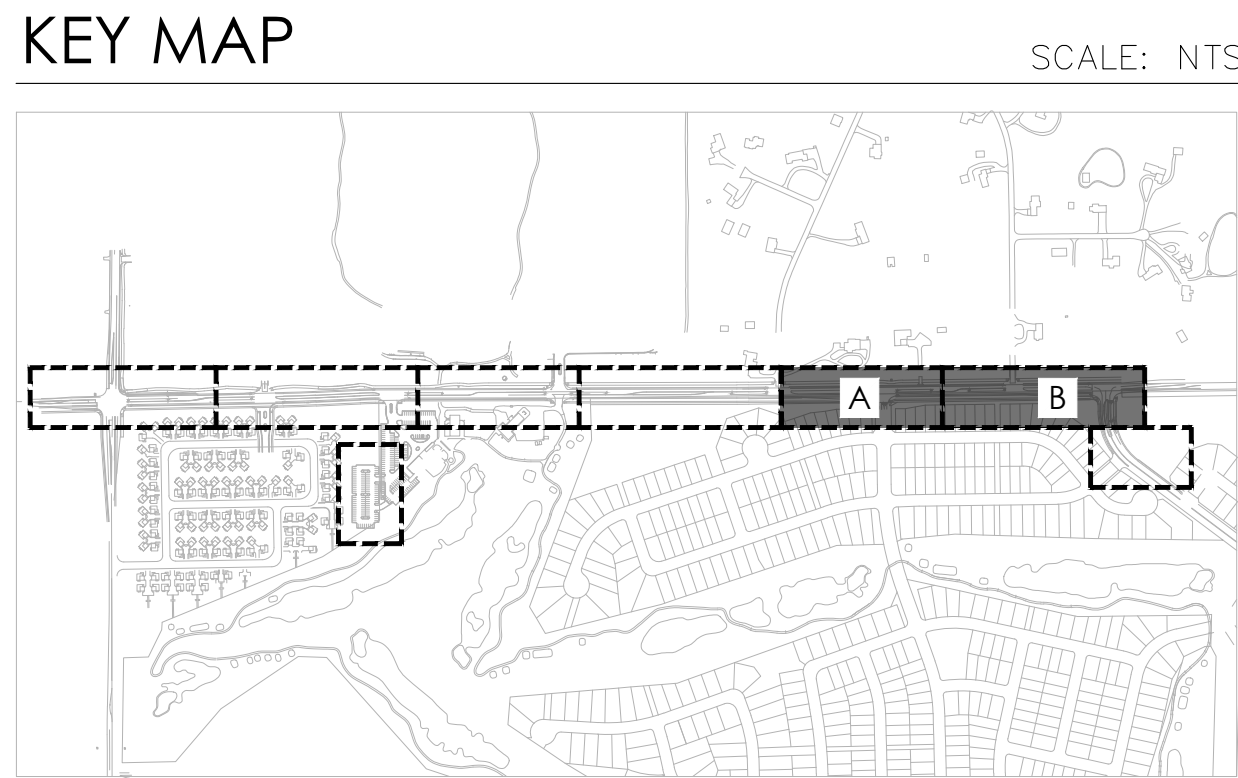
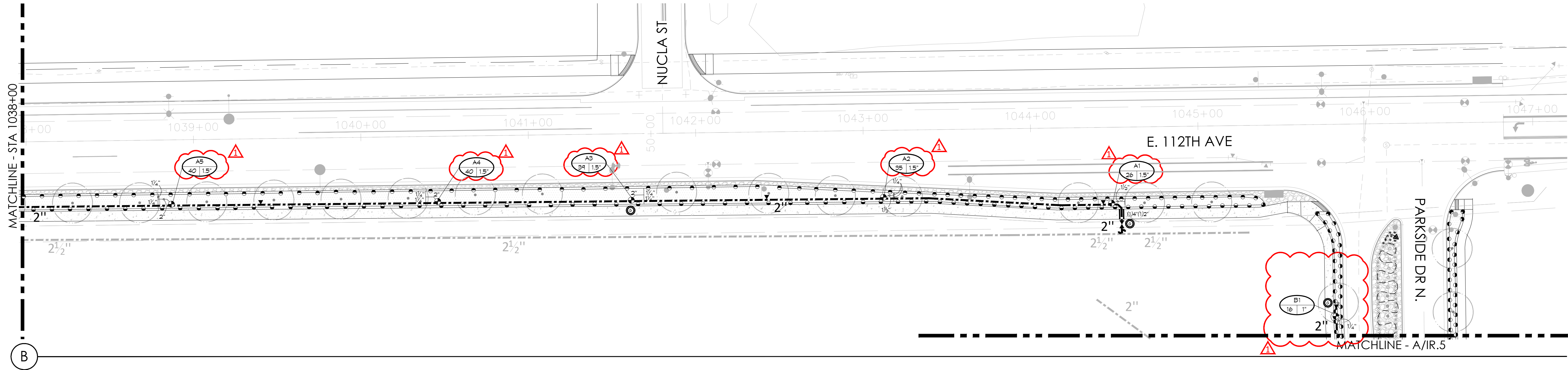
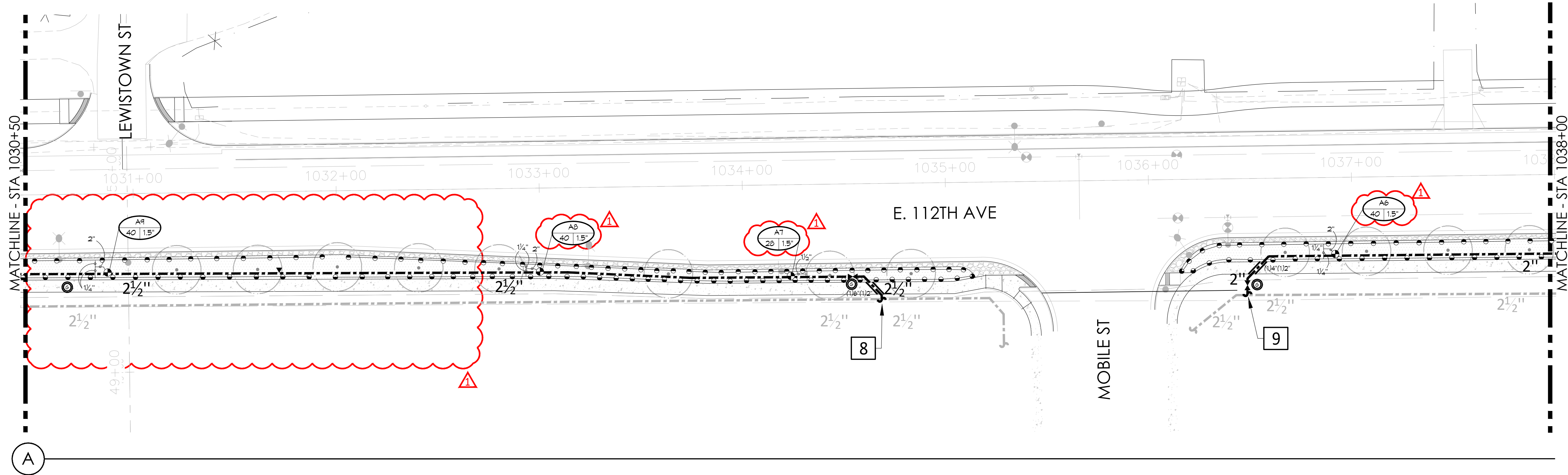
Centennial 303-740-9393 • Colorado Springs 719-593-2593  
Fort Collins 970-491-9888 • [www.iengineering.com](http://www.iengineering.com)



- 8

CONTRACTOR TO LOCATE 2" IRRIGATION MAINLINE AND 2-WIRE CABLE PATH (FROM CONTROLLER 'A' - PART OF REUNION VILLAGE 1 PLAN SET), AT THIS APPROXIMATE LOCATION. TIE ONTO AND INSTALL ONE 2 1/2" GATE VALVE AND EXTEND NEW 2 1/2" MAINLINE AND NEW 2-WIRE CABLE TO NEW IRRIGATION, AS SHOWN.
- 9

CONTRACTOR TO LOCATE 2" IRRIGATION MAINLINE AND 2-WIRE CABLE PATH (FROM CONTROLLER 'A' - PART OF REUNION VILLAGE 1 PLAN SET), AT THIS APPROXIMATE LOCATION. TIE ONTO AND INSTALL ONE 2" GATE VALVE AND EXTEND NEW 2" MAINLINE AND NEW 2-WIRE CABLE TO NEW IRRIGATION, AS SHOWN.



DIRECTORY  
IRRIGATION NOTES & SCHEDULE  
IRRIGATION PLANS  
IRRIGATION DETAILS -

IR.1  
IR.2 - IR.5  
IR.6 - IR.10

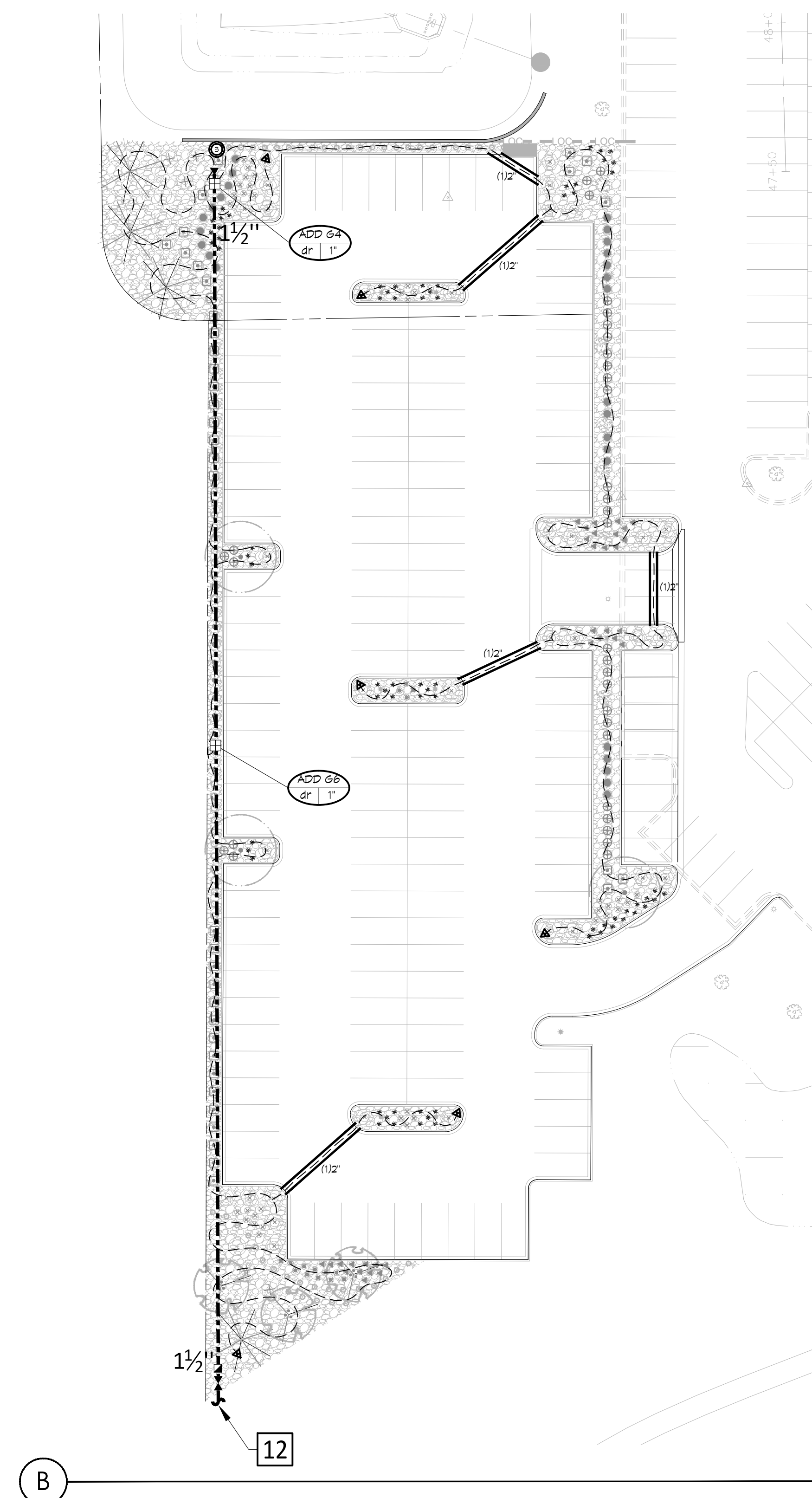
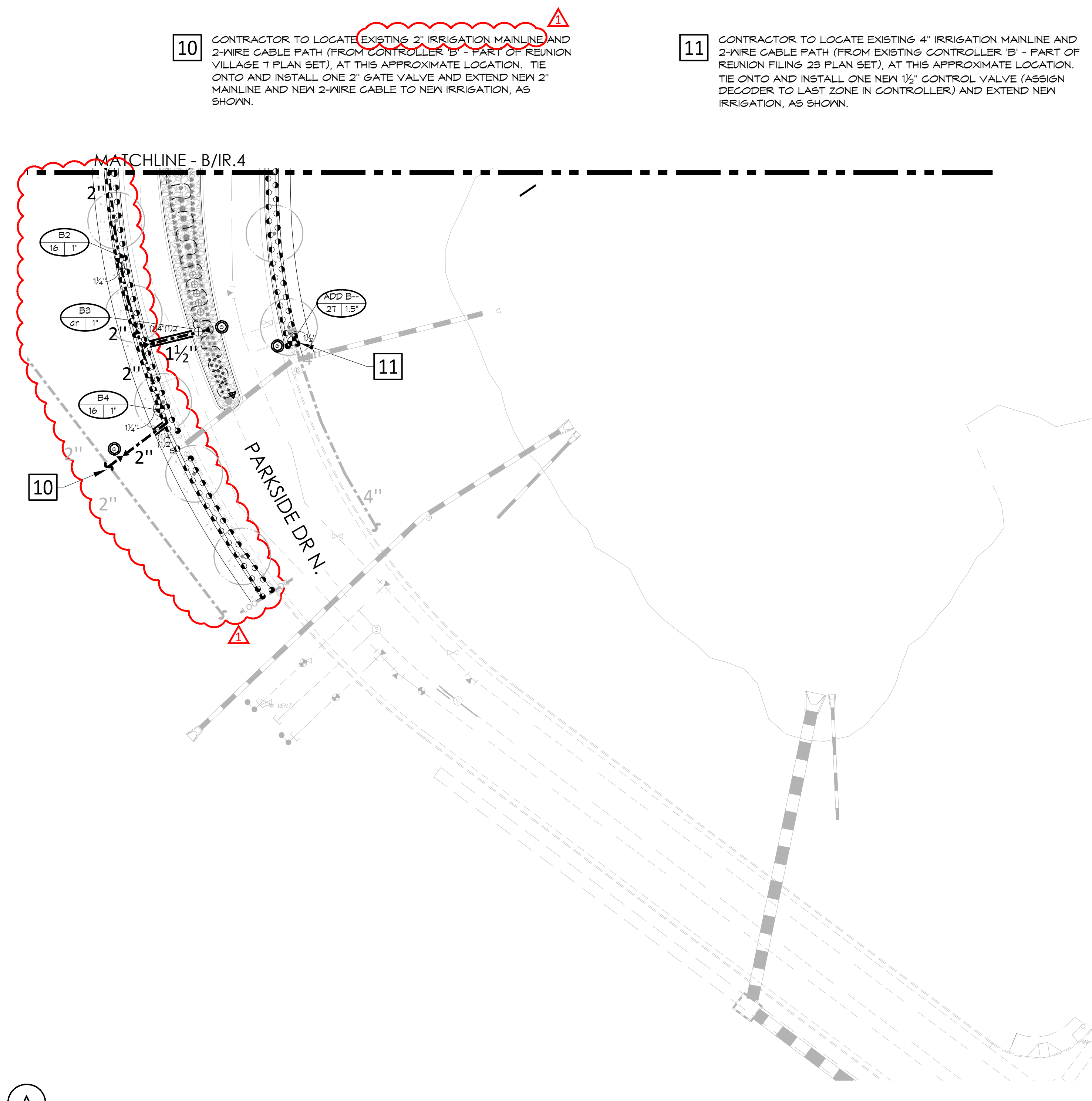
**HydroSystems** KDI  
Irrigation Consulting & Water Management  
860 Tabor Street, Suite 200  
o: 303.980.5327  
Lakewood, Colorado 80401  
www.hydrosystemskd.com

Scale: 1"= 30'-0"  
0 15 30 60  
 **811**  
Know what's below.  
Call before you dig.  
 **F**  
10200 E. Girard Ave, A-314  
Denver, CO 80231  
ph: 303.632.8867

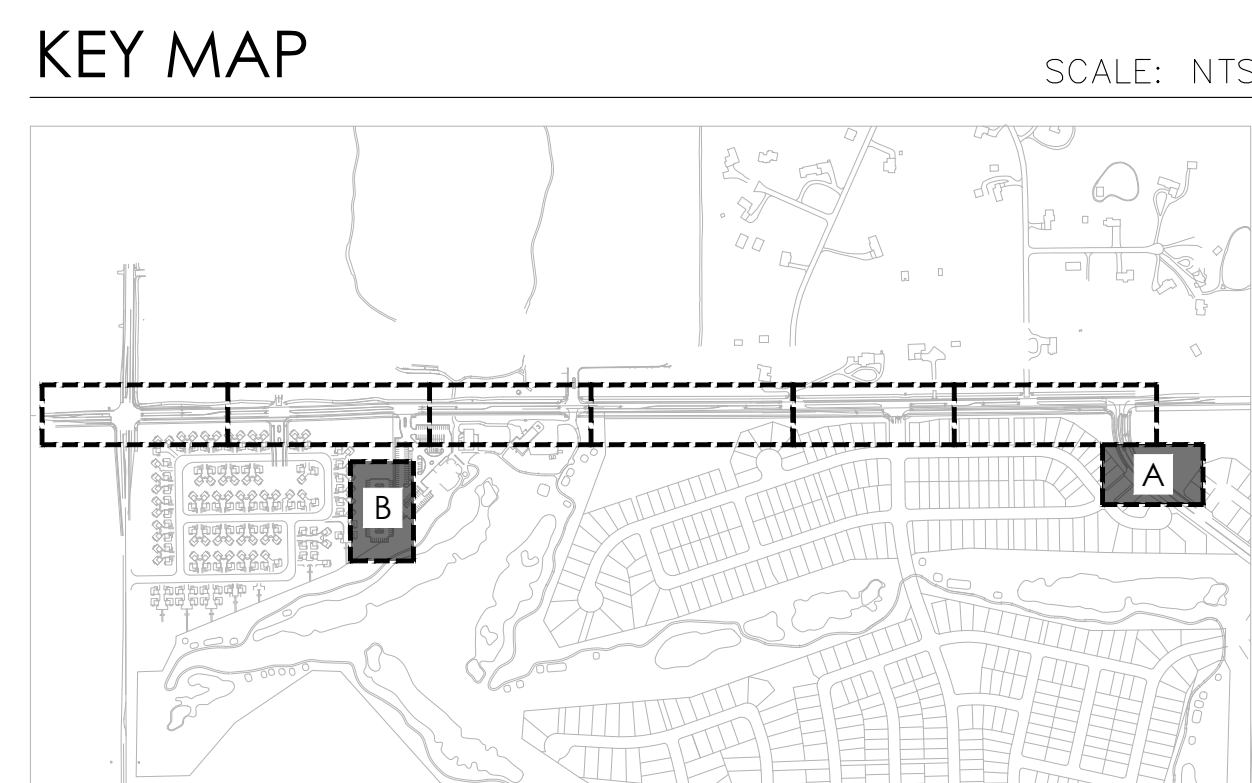
100% FOR CONSTRUCTION

SHEET		IR.4		OF 13	
E. 112TH AVENUE IMPROVEMENTS PHASE 1					
IRRIGATION PLANS					
DESIGNED BY		JCB		JCB	
DRAWN BY		JCB		JCB	
CHECKED BY		AMC		AMC	
DATE		07/30/2020		JCB	
V-SCALE		N/A		JCB	
H-SCALE		N/A		AMC	
No.		1		AMC	
REVISION		#1		AMC	
BY		AMC		AMC	
DATE		08/27/20		AMC	
PREPARED FOR					
REUNION METROPOLITAN DISTRICT 17910 E PARKSIDE DRIVE NORTH COMMERCE CITY, CO 80022 ATTN: MATT LUKOSKI (303) 288-5431					
J.R. ENGINEERING A Western Company Centennial 303-740-9393 • Colorado Springs 719-583-2593 Fort Collins 970-491-9888 • www.jrengineering.com					
UNTIL SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE AGENCIES, JR. ENGINEERING ASSUMES NO LIABILITY ONLY FOR THE PURPOSES DESIGNATED BY WRITTEN AUTHORIZATION.					





**12** CONTRACTOR TO FIELD LOCATE EXISTING IRRIGATION MAINLINE AND EXISTING 2-WIRE CABLE - COORDINATE THIS WITH SOFT COURSE MAINTENANCE STAFF - TIE ONTO AND INSTALL 1/2" GATE VALVE AND EXISTING 1/2" WIRE CABLE AND NEW 1/2" CABLE, AS SHOWN. CONTRACTOR TO REPAIR AND/OR REPLACE ANY EXISTING IRRIGATION DAMAGED DURING NEW CONSTRUCTION AT NO ADDITIONAL COST TO OWNER. CONTRACTOR RESPONSIBLE TO REPAIR EXISTING LANDSCAPE TO MATCH EXISTING CONDITION.

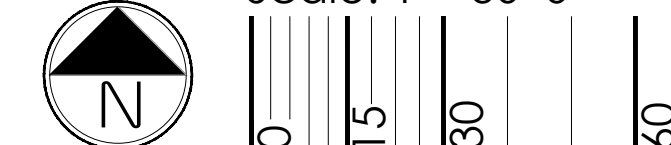


DIRECTORY  
IRRIGATION NOTES & SCHEDULE  
IRRIGATION PLANS  
IRRIGATION DETAILS -

IR.1  
IR.2 - IR.5  
IR.6 - IR.10




Scale: 1"= 30'-0"



100% FOR CONSTRUCTION

4	SHEET	IR.5	OF	13
JOB NO.		14421.50		
E. 112TH AVENUE IMPROVEMENTS PHASE 1				
IRRIGATION PLANS				

H-SCALE		REVISION	BY	DATE
V-SCALE	N/A	1 ADDENDUM #1	AMC	06/27/20
DATE	07/30/2020	—	—	—
DESIGNED BY	JSB	—	—	—
DRAWN BY	JSB	—	—	—
CHECKED BY	AMC	—	—	—

 **J.R. ENGINEERING**  
A Westrian Company

Internal 303-740-9393 • Colorado Springs 719-593-2525  
t. Collins 970-491-9888 • [www.jrengineering.com](http://www.jrengineering.com)



# BrightView Landscape Development, Inc.

## Potential Change Item

No. 00002

**Title:** Irrigation Addendum #1 changes

**Date:** Dec 11, 2020

**Project:** Reunion Metro District 112th A

**Job:** 111914

**Attn:** Michele Tom

Reunion Metropolitan District

17910 E Parkside Dr N,

Commerce City, CO 80022

**Phone:**

**Description Of Estimate:**

Estimate for changes associated with Irrigation Addendum #1 dated 9/2/20 and plans dated 8/27/20

### Breakdown Of Work

Item	Description of Work	Quantity	Units	Unit Price	Net Amount
1	See attached	1.00	LS	0.00	\$2,199.12
<b>Total :</b>					\$2,199.12

**Estimated Time Extension**    0    Days

This estimate will remain in effect for 30 days, unless otherwise noted. After expiration, a new estimate will be submitted upon request

**Notes:**

- ☒ This work will not be done until approved and written change order is issued.
- ☐ A signature below authorizes us to proceed with the work described above, at the stated prices.
- ☐ Extension of time necessary for this change: 0 consecutive working days.
- ☐ This work was done in accordance with your order to proceed: Please issue change order.

**Prepared By:** \_\_\_\_\_

Seth McCabe

BrightView Landscape Development, Inc.

**Approved By:** \_\_\_\_\_

Michele Tom

Reunion Metropolitan District

**Date:** Dec 11, 2020

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

**Reunion Metropolitan District**  
**RMD Landscape Improvements - 112th Avenue**

---

December 11, 2020

**Irrigation Addendum #1 Changes**

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>Irrigation System</b>			
Two-Wire Surge Arrestor	2 EA	\$250.00	\$500.00
Two-Wire Decoder	4 EA	\$140.00	\$560.00
Two-Wire Cable	-172 LF	\$0.54	-\$92.88
2" Gate Valve	1 EA	\$310.00	\$310.00
1.5" Gate Valve	1 EA	\$80.00	\$80.00
2.5" Gate Valve	-1 EA	\$360.00	-\$360.00
Quick Coupling Valve	2 EA	\$310.00	\$620.00
2" Electric Control Valve PESB	-2 EA	\$390.00	-\$780.00
1.5" Electric Control Valve PESB	4 EA	\$320.00	\$1,280.00
1" Electric Control Valve PESB	2 EA	\$270.00	\$540.00
2.5" PVC Mainline w/ fittings	-10 LF	\$5.25	-\$52.50
2" PVC Mainline w/ fittings	-162 LF	\$5.00	-\$810.00
2.5" CL 200 BE PVC Lateral	-7 LF	\$3.75	-\$26.25
2" CL 200 BE PVC Lateral	27 LF	\$3.25	\$87.75
1.5" CL 200 BE PVC Lateral	-32 LF	\$2.75	-\$88.00
1.25" CL 200 BE PVC Lateral	-6 LF	\$2.50	-\$15.00
1" CL 200 BE PVC Lateral	-24 LF	\$2.25	-\$54.00
Point of Connection - Mainline and Wire	1 EA	\$500.00	\$500.00
		<b>GRAND TOTAL</b>	<b>\$2,199.12</b>

**QUALIFICATIONS**

Estimate based off Irrigation Addendum #1 plans dated 8/27/20 and Addendum doc dated 9/2/20



## CONSTRUCTION DOCUMENT ADDENDUM

PROJECT: 112<sup>th</sup> Ave

DATE: September 2, 2020

ADDENDUM #: 01 – Irrigation

Due to the installed sizes of the irrigation taps, the following changes have been made to the 112<sup>th</sup> Irrigation Construction Drawings:

- IR.3
  - Connection location #7 relocated.
  - Valves re-zoned to fit within 41 GPM max available from 1-1/2" service line/meter installed in Mobile St.
- IR.4
  - Valves re-zoned to fit within 41 GPM max available from 1-1/2" meter installed in Mobile St.
  - Valves renumbered.
  - Valves east of Mobile St. renumbered to be connected to 1-1/2" service line/meter in Mobile St. and Controller A.
  - Valves along Parkside Dr. North, rezoned to fit within 18 GPM max available from 1" service line/meter installed within E. 111<sup>th</sup> Pl.
  - Zones renumbers as part of Controller B.
    - Note modified to reflect revised mainline size from Filing 37 plans.
    - Note modified to reflect cable from Controller A.
- IR.5
  - Valves along Parkside Dr. North, rezoned to fit within 18 GPM max available from 1" service line/meter installed within E. 111<sup>th</sup> Pl.
  - Zones renumbered as part of Controller B.
    - Note modified to reflect revised mainline size from Filing 37 plans.

Please feel free to contact us with questions or concerns you may have.

Sarah Moll, RLA  
303.632.8867 ex. 113

**terraccina design**

Landscape Architecture & Planning  
10200 E. Girard Ave, Suite A-314 Denver, CO 80231 Phone: 303.632.8867



## FIELD CHANGE NOTIFICATION

---

PROJECT:	PROJECT NO.	FIELD CHANGE NO.
<b>112TH AVENUE LANDSCAPE IMPROVEMENTS</b>	<b>14421.50</b>	<b>3</b>
<b>BID SCHEDULES A,B,C</b>		

---

### PROPOSED CHANGE DESCRIPTION

The purpose of this Field Change Notification is to document changes to the scope of work to include irrigation and landscape changes requested by the Architect of record as well as changes requested by Commerce City Staff from Buffalo Run Golf Course concerned about water usage and the lack of available resources.

In accordance with these requests and the current site conditions along with the Landscape Plan Amendment Memo #1 dated 10/26/20 as well as augmented plans released 11/04/2020 and with an official RFI#1 response confirming a change in rock cobble size from the original submitted plan set size, for all frontage area splash block sections.

Additionally, addressed in this FCN are the specific changes dealing with the Buffalo Run Golf Course irrigation changes from overhead spray irrigation to sub-surface drip irrigation and changes to the landscape plant species.

The following are the general descriptions of changes that have occurred to Bid Schedules A, B and C for the Reunion Metro District Frontage. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for work within this FCN. The Contractor shall be compensated for the work as shown in the copy of their PCI #3.1 attached as well as Landscape Addendum Memo #1 additionally attached. FCN's shall be officially added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule A - City Only Costs</b>					
<b>Greens Frontage</b>					
112A.11	Rock Mulch 4-6" [Greens Frontage]	(4,108)	SF	\$ 0.75	\$ (3,081.00)
*112A.111	Rock Mulch 5-12" [Greens Frontage]	4,108	SF	\$ 2.55	\$ 10,475.40
<b>Lokal Frontage</b>					
112A.20	Soil Amendment - Turf and Shrub Beds [Lokal Frontage]	(17)	CY	\$ 32.00	\$ (544.00)
112A.25	Sod [Lokal Frontage]	(3,405)	SF	\$ 0.60	\$ (2,043.00)
*112A.251	Rock Mulch 4-6" [Lokal Frontage]	3,405	SF	\$ 0.75	\$ 2,553.75
112A.29	Weed Barrier Fabric [Lokal Frontage]	3,405	SF	\$ 0.22	\$ 749.10
112A.30	Two-Wire Grounding	(2)	EA	\$ 250.00	\$ (500.00)
112C.32	Two-Wire Cable	(225)	LF	\$ 0.54	\$ (121.50)
112A.33	6" Pop-up Spray Head	(64)	EA	\$ 25.00	\$ (1,600.00)
112A.34	Gate Valve - 1.5" dia.	(1)	EA	\$ 80.00	\$ (80.00)
112A.36	Quick Coupling Valve	(1)	EA	\$ 310.00	\$ (310.00)
112A.37	Electric Control Valve - 1.5" dia.	(5)	EA	\$ 320.00	\$ (1,600.00)
112A.41	PVC Lateral - 1.25"	(91)	LF	\$ 2.50	\$ (227.50)
112A.42	PVC Lateral - 1"	(619)	LF	\$ 2.25	\$ (1,392.75)
<b>Buffalo Run Golf Course Frontage</b>					
112A.46	Soil Amendment - Turf and Shrub Beds [Golf Course Frontage]	(19)	CY	\$ 32.00	\$ (608.00)
112A.57	Sod [Golf Course Frontage]	(3,813)	SF	\$ 0.60	\$ (2,287.80)
112A.58	Rock Mulch 4-6" [Golf Course Frontage]	(150)	SF	\$ 0.75	\$ (112.50)
*112A.581	Rock Mulch 5-12" [Golf Course Frontage]	3,963	SF	\$ 2.55	\$ 10,105.65
112A.62	Weed Barrier Fabric [Golf Course Frontage]	3,813	SF	\$ 0.22	\$ 838.86
112A.63	AWG Wire	(218)	LF	\$ 0.13	\$ (28.34)
*112A.631	Two-Wire Grounding	1	EA	\$ 250.00	\$ 250.00
*112A.632	Two-Wire Cable	263	LF	\$ 0.54	\$ 142.02
112A.64	6" Pop-up Spray Head	(101)	EA	\$ 30.00	\$ (3,030.00)
112A.65	Gate Valve - 2" dia.	(1)	EA	\$ 310.00	\$ (310.00)
*112A.651	Drip Shrub Beds	294	LF	\$ 1.20	\$ 352.80
*112A.652	Drip Blow Out Stub	2	EA	\$ 86.00	\$ 172.00
112A.67	Quick Coupling Valve	(1)	EA	\$ 310.00	\$ (310.00)
112A.68	Electric Control Valve - 1-1/2" dia.	(3)	EA	\$ 350.00	\$ (1,050.00)
112A.69	PVC Mainline w/ fittings - 2"	49	LF	\$ 5.00	\$ 245.00
112A.71	PVC Lateral - 2"	(25)	LF	\$ 3.25	\$ (81.25)
112A.72	PVC Lateral - 1.5"	(10)	LF	\$ 2.75	\$ (27.50)
112A.73	PVC Lateral - 1"	(835)	LF	\$ 2.50	\$ (2,087.50)
112A.74	Sleeve - 2"	(99)	LF	\$ 6.50	\$ (643.50)
112A.75	PVC Mainline w/ fittings - 1.5"	(152)	LF	\$ 4.50	\$ (684.00)
112A.76	Sleeve - 4"	(22)	LF	\$ 24.00	\$ (528.00)
112A.77	Point of Connection - Mainline and Wire 2"	(2)	EA	\$ 500.00	\$ (1,000.00)

Bid Schedule B - BRGC Parking Lot Costs						
112B.4	Soil Amendment - Turf and Shrub Beds	(54)	CY	\$	32.00	\$ (1,728.00)
112B.8	(TCG) Tilia Cordata 'Greenspire' Linden, Greenspire	1	EA	\$	490.00	\$ 490.00
112B.9	(MPF) Malus x 'Prairifire' Prairifire Crabapple	(2)	EA	\$	350.00	\$ (700.00)
112B.11	(PE) Pinus Edulis Pinon Pine	2	EA	\$	380.00	\$ 760.00
112B.12	(CCD) Caryopteris x Clandonensis 'Dark Knight' Blue Mist Spirea	(27)	EA	\$	29.00	\$ (783.00)
112B.13	(PAR) Perovskia Atriplicifolia	(9)	EA	\$	30.00	\$ (270.00)
112B.14	(PCP) Prunus X Cistena Purple Leaf Plum	(5)	EA	\$	35.00	\$ (175.00)
112B.15	(POD) Physocarpus Opifolius DiabloDiablo Ninebark	(6)	EA	\$	30.00	\$ (180.00)
112B.16	(POL) Physocarpus Opifolius 'Donna May' Little Devil Ninebark	(41)	EA	\$	37.00	\$ (1,517.00)
112B.17	(RNW) Rosa 'Nearly Wild' Nearly Wild Shrub Rose	(33)	EA	\$	42.00	\$ (1,386.00)
112B.18	(JCA) Alpine Carpet Juniper Armstrong Juniper	(33)	EA	\$	42.00	\$ (1,386.00)
112B.19	(CAK) Calamagrostis acutiflora, Karl Forester Feather Reed Grass	(19)	EA	\$	13.50	\$ (256.50)
112B.20	(PAH) Pennisetum Alopecuroides 'Hameln' Dwarf Fountain Grass	(70)	EA	\$	15.75	\$ (1,102.50)
112B.21	(SWG) Sporobolus Wrightii Giant Sacaton Grass	(23)	EA	\$	15.75	\$ (362.25)
112B.22	(ACR) Agastache Coronado Red Coronado Red Hyssop	(36)	EA	\$	14.25	\$ (513.00)
112B.23	(ECL) Epilobium Canum Latifolium Hummingbird Flower	(15)	EA	\$	14.25	\$ (213.75)
112B.24	(HSO) Hemerocallis 'Stella De Oro' Dwarf Gold Daylily	(32)	EA	\$	14.25	\$ (456.00)
112B.25	Rock Mulch 1.5" Rainbow Rock Granite	(11,808)	SF	\$	0.75	\$ (8,856.00)
*112B.251	Rock Mulch 4-6" Cobble	11,808	SF	\$	1.90	\$ 22,435.20
112B.28	Pressure Reducing Valve	(1)	EA	\$	570.00	\$ (570.00)
112B.31	Drip Shrub Beds	(569)	LF	\$	1.20	\$ (682.80)
112B.36	PVC Mainline w/ fittings - 1.5"	143	LF	\$	4.50	\$ 643.50
112B.37	Sleeve 2"	23	LF	\$	6.50	\$ 149.50
*112B.371	Sleeve 4"	23	LF	\$	24.00	\$ 552.00
*112B.81	(CSC) Catalpa Speciosa	2	EA	\$	460.00	\$ 920.00
*112B.82	(GDC) Gymnocladus Dioicus Kentucky Coffeetree	1	EA	\$	510.00	\$ 510.00
*112B.83	(QBS) Quercus Bicolor Oak, Swamp White	2	EA	\$	490.00	\$ 980.00
*112B.84	(QRN) Quercus Rubra Oak, Northern Red	2	EA	\$	490.00	\$ 980.00
*112B.91	(CCG) Crataegus Crus-Galilnemis	3	EA	\$	350.00	\$ 1,050.00
*112B.92	(SRL) Syringa Reticulata	4	EA	\$	350.00	\$ 1,400.00
Bid Schedule C - Reunion Costs						
*112C.11	Mobilization for Excavating Equipment	1	LS	\$	353.50	\$ 353.50
112C.24	Rock Mulch 1.5" Rainbow Rock Granite	(1,610)	SF	\$	0.75	\$ (1,207.50)
*112C.241	Rock Mulch 5-12" Rock	7,080	SF	\$	2.55	\$ 18,054.00
112C.25	Rock Mulch 4-6" Colorado River Rock	(5,470)	SF	\$	1.90	\$ (10,393.00)
112C.34	Two-Wire Cable	300	LF	\$	0.54	\$ 162.00

\*Indicates New Item

Bid Schedule A Total	\$	1,596.44
Bid Schedule B Total	\$	9,732.40
Bid Schedule C Total	\$	6,969.00
<b>GRAND TOTAL FOR THIS FCN</b>	<b>\$</b>	<b>18,297.84</b>



_____	<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.) _____
_____	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
_____	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
_____	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE	<input type="checkbox"/> OTHER

<b>EXHIBITS ATTACHED</b>	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES, IF YES, CHECK APPLICABLES BOXES
<input type="checkbox"/> COPIES OF MARKED-UP AREA(S) OF DRAWING(S)		
<input type="checkbox"/> FIELD CHANGE REQUEST FOR (FCR NO. _____)	<input checked="" type="checkbox"/> OTHER (Describe)	BV's PCI #00003, PCI #00007, Amendment #1


COMMENTS	SCHEDULE ERECTED/PLACEMENT DATE(S) _____
----------	--

ORIGINATOR: <b>JR ENGINEERING</b>	DATE <u>3/3/2021</u>
-----------------------------------	----------------------

DISTRIBUTION (Check as applicable)

- ☒ JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- ☒ CONTOUR SERVICES Construction Manager: Shawn Wissel
- ☐ JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- ☒ REUNION METRO DISTRICT: Aaron Clutter
- ☒ BRIGHTVIEW: Brett Gustafson/ William Coisman
- ☒ COMMERCE CITY: Brent Soderlin/ Alan Trudell

JR ENGINEERING

	4/13/2021
_____ District Engineer	Date



## CONSTRUCTION DOCUMENT AMENDMENT

PROJECT: 112<sup>TH</sup> AVE

DATE: November 4, 2020

### AMENDMENT #1 – LANDSCAPE ARCHITECTURE

#### L.2

- Plant Schedule has been updated to match the revised planting plans
- 4"-6" River Rock has been added to the legend

#### L.3

- Plant Schedule has been updated to match the revised planting plans
- 4"-6" River Rock has been added to the legend
- Remove 4073 SF of Turf in tree lawn on the north side of E 112<sup>th</sup> Ave
- Remove 2107 SF of Turf on back of walk in viewport A
- Remove 1116 SF of Turf in tree lawn on the south side of E 112<sup>th</sup> Ave
- Add 4073 SF of 4"-6" River Rock in tree lawn on north side of E 112<sup>th</sup> Ave
- Add 2107 SF of 4"-6" River Rock on back of walk in viewport A
- Add 1116 SF of 4"-6" River Rock in tree lawn on the south side of E 112<sup>th</sup>

#### L.4

- Plant schedule has been updated to match the revised planting plans
- 4"-6" River Rock has been added to the legend

#### L.5

- Plant schedule has been updated to match the revised planting plans
- 4"-6" River Rock has been added to the legend
- Remove 11809 SF of 5"-12" Gray Rose Cobble in Parking Lot
- Add 11809 SF of 4"-6" River Rock in Parking Lot
- Remove 33 JCA
- Remove 27 CCB
- Remove 9 PAR
- Remove 6 PCP
- Remove 6 POD
- Remove 41 POL
- Remove 33 RNW
- Remove 36 ACR
- Remove 15 ECL
- Remove 32 HSO
- Remove 19 CAK
- Remove 70 PAH
- Remove 23 SWG
- Remove 1 MPF
- Add 1 GDC
- Add 2 QBS
- Add 1 TCG
- Add 3 CCG
- Add 4 SRL

terraccina design

Landscape Architecture & Planning  
10200 E. Girard Avenue, A-314. Denver, CO 80231 ph: 303.632.8867

L.6

- Plant Schedule has been updated to match the revised planting plans and plant quantities

## **AMENDMENT #1 – IRRIGATION**

IR.3

- Note #3 Updated
- Connection location to golf course system update
- Spray heads removed & changed to drip on north side of 112<sup>th</sup>
- Notes #4 removed
- Irrigation at note #4 location has been removed
- Note #5 removed
- Irrigation at note #5 location removed
- Remove 11325 SF of irrigation modification
- Remove 1095 LF 14 awg wire
- Remove 101 Pop-Ups
- Remove 1 Gate Valve
- Remove 1 Manual Drain
- Remove 3 Electric valve
- Remove 835 LF of 1" Lateral
- Remove 35 LF of 1 ¼" lateral
- Remove 25 LF of 2" lateral
- Remove 292 LF of 2" sleeve
- Remove 147 LF of 4" sleeve
- Add 295 LF of 2 wire cable
- Add 1 drip valve assembly
- Add 2 drop blow-out
- Add 325 LF of drip
- Add 45 drop emitters
- Add 85 LF of mainline

IR.5

- Note #12 updated
- Connection location to golf course system updated
- Mainline routing updated
- Drip tubing modified/reduced
- Remove 1685 LF of 2 wire cable
- Remove 420 LF of drip
- Remove 1365 drip emitters
- Add 195 LF of mainline
- Add 40 LF of 2" sleeve
- Add 80 LF of 4" sleeve

Please feel free to contact us with questions or concerns you may have.



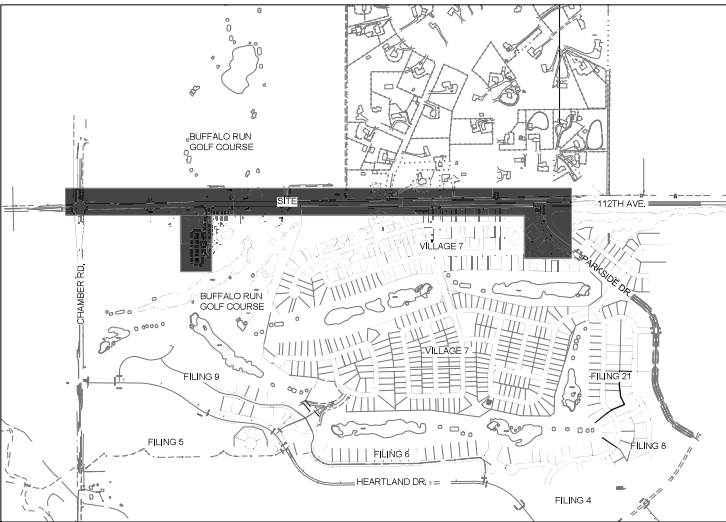
Lauren Konkoli  
Landscape Designer  
303.632.8867 ex. 112

terraccina design

Landscape Architecture & Planning  
10200 E. Girard Avenue, A-314. Denver, CO 80231 ph: 303.632.8867

112TH. AVE.  
COMMERCE CITY, COLORADO  
LANDSCAPE AND IRRIGATION CONSTRUCTION PLANS

VICINITY MAP



SHEET INDEX

SHEET #	SHEET NAME
1	L.0 COVER
2	L.1 OVERALL PLAN
3-6	L.2-L.5 LANDSCAPE PLANS
7	L.6 LANDSCAPE NOTES AND SCHEDULE
8	L.7 LANDSCAPE DETAILS
9-12	L.8-L.11 LANDSCAPE SPECS
13	IR.1 IRRIGATION NOTES AND SCHEDULE
14-17	IR.2-IR.5 IRRIGATION PLANS
18-20	IR.6-IR.8 IRRIGATION DETAILS

<b>OWNER</b> OAKWOOD HOMES 4908 TOWER ROAD DENVER, CO 80249 (303) 486-8581 CONTACT: ARDELL PRINS	<b>LANDSCAPE ARCHITECT</b> TERRACINA DESIGN 10200 E. GIRARD AVE, A-314 DENVER, CO 80231 (303) 632-8867 CONTACT: LAYLA ROSALES	<b>IRRIGATION</b> HYDROSISTEMS, KDI 860 TABOR STREET, SUITE 200 LAKEWOOD, CO 80401 (303) 980-5327 CONTACT: JILL BERSANO
---	--	--



100% FOR CONSTRUCTION

E. 112TH AVENUE

IMPROVEMENTS PHASE 1

COVER

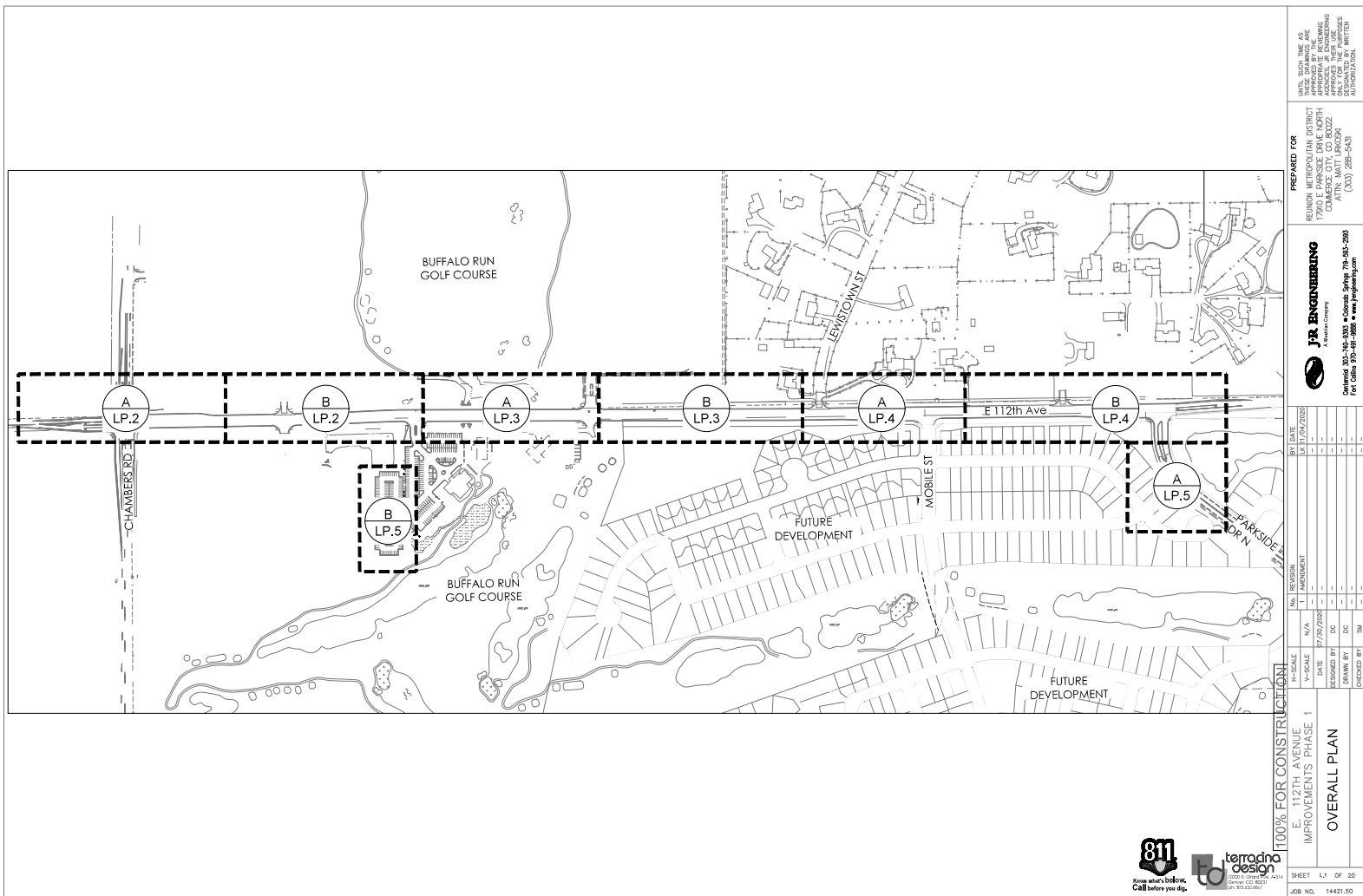
SHEET	L.0	OF	20
JOB NO.	14421.50		

NO.	REVISION	DATE
1	INTERIM	10/1/2020
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

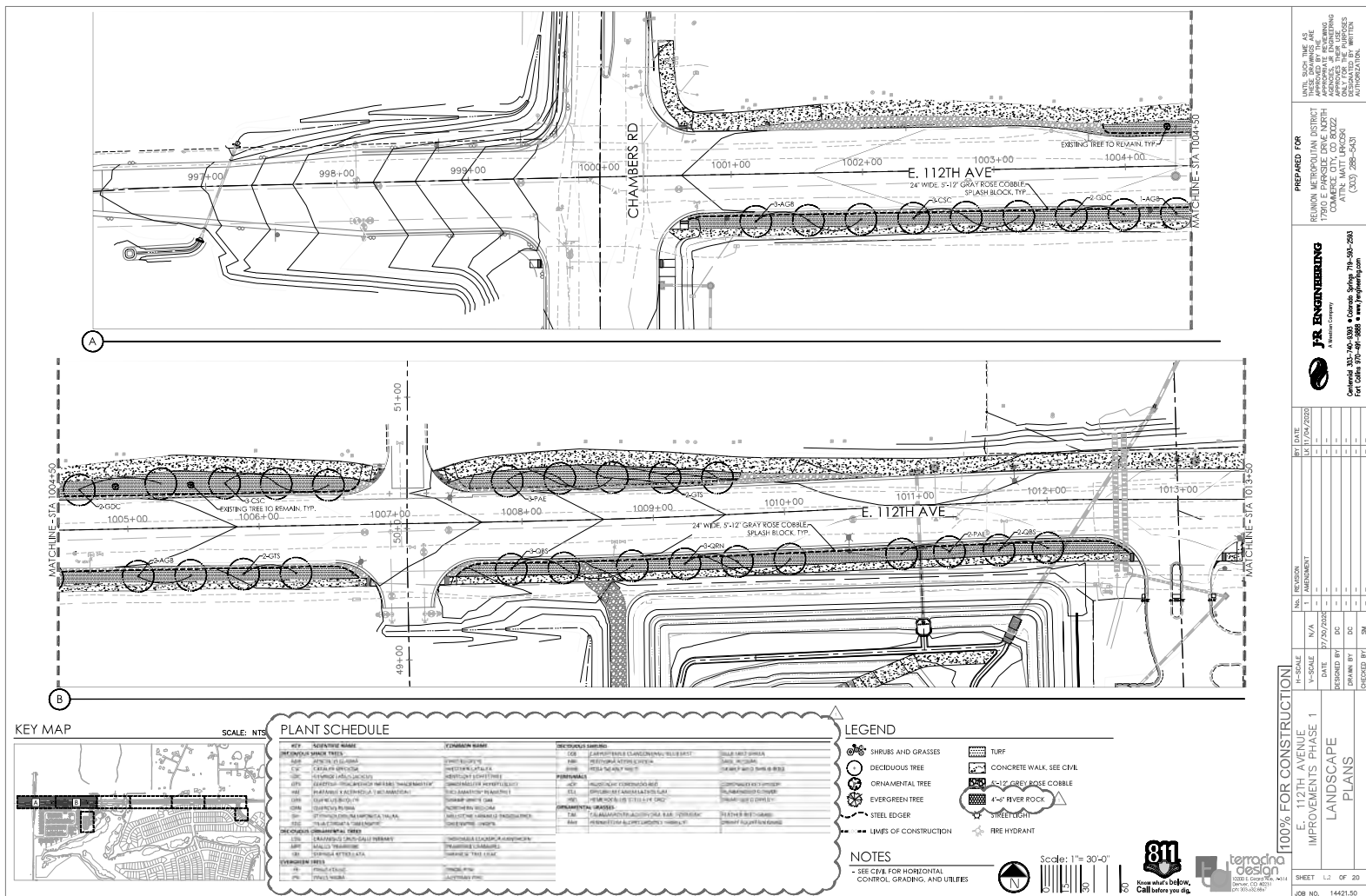


PREPARED FOR  
REUNION METROPOLITAN DISTRICT  
1790 E. PARKSIDE DRIVE, NORTH  
COMMERCE CITY, CO 80022  
APPROVED BY: [Signature]  
DESIGNED BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 10/1/2020

THIS PLAN WAS PREPARED BY  
TERRACINA DESIGN, INC.  
10200 E. GIRARD AVE, A-314  
DENVER, CO 80231  
(303) 632-8867  
WWW.TERRACINADesign.COM  
APPROVED BY: [Signature]  
DESIGNED BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 10/1/2020



<b>811</b> Before you dig, call 811.		<b>terra dno</b> design 1000 S. 10th St. Suite 100 Fort Collins, CO 80521 (970) 225-1000		<b>JR ENGINEERING</b> A Limited Liability Company 1790 E. PARKSIDE DRIVE, NORTH COMMERCE CITY, CO 80022 (303) 295-5431 www.jrengineering.com		PREPARED FOR REUNION METROPOLITAN DISTRICT 1790 E. PARKSIDE DRIVE, NORTH COMMERCE CITY, CO 80022 (303) 295-5431		THIS DRAWING IS THE PROPERTY OF JR ENGINEERING. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED BY WRITTEN AUTHORIZATION.	
<b>100% FOR CONSTRUCTION</b> E 112TH AVENUE IMPROVEMENTS PHASE 1		SHEET L-1 OF 20		JOB NO. 14421.50		DATE 12/10/2020		BY JRM	
H-Scale 1" = 100'		V-Scale 1" = 10'		N/A		NO. OF REVISIONS 1		REVISION 1. IMPROVEMENTS	
DESIGNED BY JRM		DATE 12/10/2020		DRAWN BY JRM		CHECKED BY JRM		APPROVED BY JRM	



UNITS: 1/8" = 1'-0"

DATE: 10/14/2020

PROJECT: E. 112TH AVE

LOCATION: 17900 E. PARADE DRIVE, NORTH COMMERCE CITY, CO 80022

DESIGNED BY: J.R. ENGINEERING

DRAWN BY: J.R. ENGINEERING

CHECKED BY: J.R. ENGINEERING

APPROVED BY: J.R. ENGINEERING

100% FOR CONSTRUCTION

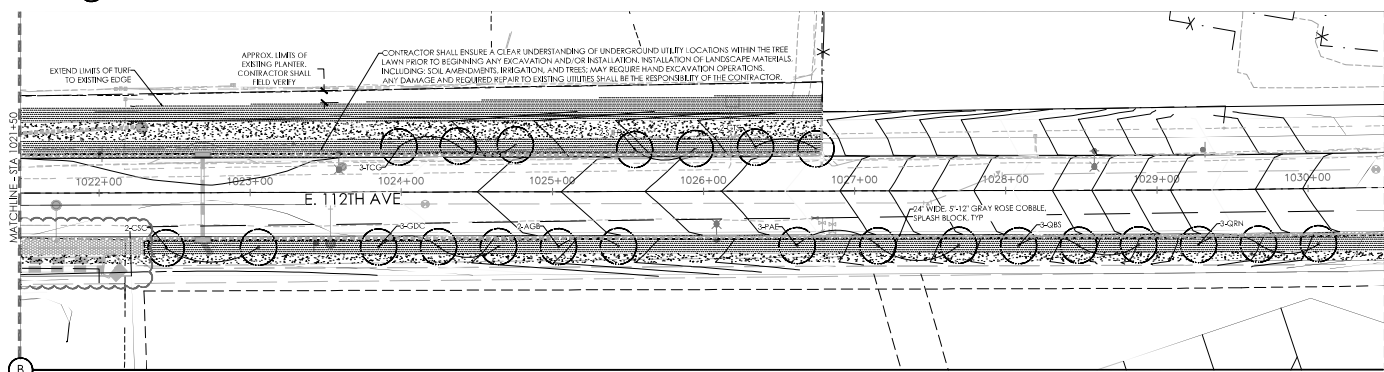
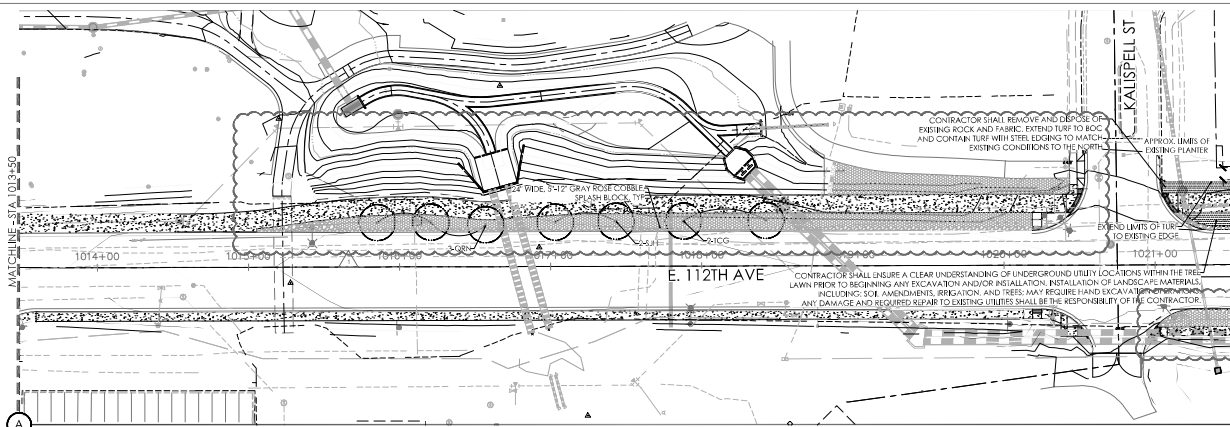
E. 112TH AVE

IMPROVEMENTS PHASE 1

LANDSCAPE PLANS

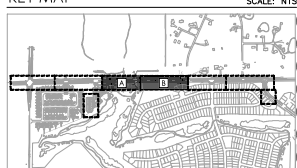
SHEET L2 OF 20

JOB NO. 14421-50



# KEY MAP

SCALE: NTS



## PLANT SCHEDULE

ITEM	DESCRIPTION	QUANTITY	UNIT
101	SHRUBS AND GRASSES	100	SQ. YD.
102	DECIDUOUS TREES	10	EA.
103	ORNAMENTAL TREES	5	EA.
104	EVERGREEN TREES	5	EA.
105	STEEL EDGER	100	FT.
106	CONCRETE WALK	100	SQ. YD.
107	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
108	3" RIVER ROCK	100	SQ. YD.
109	STEEL EDGER	100	FT.
110	CONCRETE WALK	100	SQ. YD.
111	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
112	3" RIVER ROCK	100	SQ. YD.
113	STEEL EDGER	100	FT.
114	CONCRETE WALK	100	SQ. YD.
115	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
116	3" RIVER ROCK	100	SQ. YD.
117	STEEL EDGER	100	FT.
118	CONCRETE WALK	100	SQ. YD.
119	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
120	3" RIVER ROCK	100	SQ. YD.
121	STEEL EDGER	100	FT.
122	CONCRETE WALK	100	SQ. YD.
123	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
124	3" RIVER ROCK	100	SQ. YD.
125	STEEL EDGER	100	FT.
126	CONCRETE WALK	100	SQ. YD.
127	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
128	3" RIVER ROCK	100	SQ. YD.
129	STEEL EDGER	100	FT.
130	CONCRETE WALK	100	SQ. YD.
131	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
132	3" RIVER ROCK	100	SQ. YD.
133	STEEL EDGER	100	FT.
134	CONCRETE WALK	100	SQ. YD.
135	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
136	3" RIVER ROCK	100	SQ. YD.
137	STEEL EDGER	100	FT.
138	CONCRETE WALK	100	SQ. YD.
139	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
140	3" RIVER ROCK	100	SQ. YD.
141	STEEL EDGER	100	FT.
142	CONCRETE WALK	100	SQ. YD.
143	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
144	3" RIVER ROCK	100	SQ. YD.
145	STEEL EDGER	100	FT.
146	CONCRETE WALK	100	SQ. YD.
147	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
148	3" RIVER ROCK	100	SQ. YD.
149	STEEL EDGER	100	FT.
150	CONCRETE WALK	100	SQ. YD.
151	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
152	3" RIVER ROCK	100	SQ. YD.
153	STEEL EDGER	100	FT.
154	CONCRETE WALK	100	SQ. YD.
155	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
156	3" RIVER ROCK	100	SQ. YD.
157	STEEL EDGER	100	FT.
158	CONCRETE WALK	100	SQ. YD.
159	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
160	3" RIVER ROCK	100	SQ. YD.
161	STEEL EDGER	100	FT.
162	CONCRETE WALK	100	SQ. YD.
163	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
164	3" RIVER ROCK	100	SQ. YD.
165	STEEL EDGER	100	FT.
166	CONCRETE WALK	100	SQ. YD.
167	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
168	3" RIVER ROCK	100	SQ. YD.
169	STEEL EDGER	100	FT.
170	CONCRETE WALK	100	SQ. YD.
171	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
172	3" RIVER ROCK	100	SQ. YD.
173	STEEL EDGER	100	FT.
174	CONCRETE WALK	100	SQ. YD.
175	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
176	3" RIVER ROCK	100	SQ. YD.
177	STEEL EDGER	100	FT.
178	CONCRETE WALK	100	SQ. YD.
179	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
180	3" RIVER ROCK	100	SQ. YD.
181	STEEL EDGER	100	FT.
182	CONCRETE WALK	100	SQ. YD.
183	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
184	3" RIVER ROCK	100	SQ. YD.
185	STEEL EDGER	100	FT.
186	CONCRETE WALK	100	SQ. YD.
187	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
188	3" RIVER ROCK	100	SQ. YD.
189	STEEL EDGER	100	FT.
190	CONCRETE WALK	100	SQ. YD.
191	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
192	3" RIVER ROCK	100	SQ. YD.
193	STEEL EDGER	100	FT.
194	CONCRETE WALK	100	SQ. YD.
195	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
196	3" RIVER ROCK	100	SQ. YD.
197	STEEL EDGER	100	FT.
198	CONCRETE WALK	100	SQ. YD.
199	5-1/2" GRAY ROSE COBBLE	100	SQ. YD.
200	3" RIVER ROCK	100	SQ. YD.

## LEGEND

- SHRUBS AND GRASSES
- DECIDUOUS TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- STEEL EDGER
- LIMITS OF CONSTRUCTION
- TURF
- CONCRETE WALK, SEE CIVIL
- 5-1/2" GRAY ROSE COBBLE
- 3" RIVER ROCK
- STEEL EDGER
- FIRE HYDRANT

## NOTES

SEE CIVIL FOR HORIZONTAL CONTROL, GRADING, AND UTILITIES



100% FOR CONSTRUCTION

E. 112TH AVENUE

IMPROVEMENTS PHASE 1

LANDSCAPE

PLANS

SHEET

L3

OF 20

JOB NO.

14421-50

UNITS: 1/8" = 1'-0"

DATE: 1/14/2020

BY: J.R. ENGINEERING

REVISION: 1/14/2020

1/14/2020

1/14/2020

1/14/2020

1/14/2020

1/14/2020

PREPARED FOR

REUNION METROPOLITAN DISTRICT

1700 E. PAPERIE DRIVE, NORTH

COMMERCE CITY, CO 80022

AT: 1700 E. PAPERIE DRIVE, NORTH

COMMERCE CITY, CO 80022

(303) 298-5403

(303) 298-5403

(303) 298-5403

J.R. ENGINEERING

A REUNION COMPANY

1700 E. PAPERIE DRIVE, NORTH

COMMERCE CITY, CO 80022

AT: 1700 E. PAPERIE DRIVE, NORTH

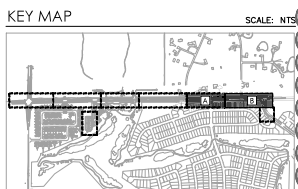
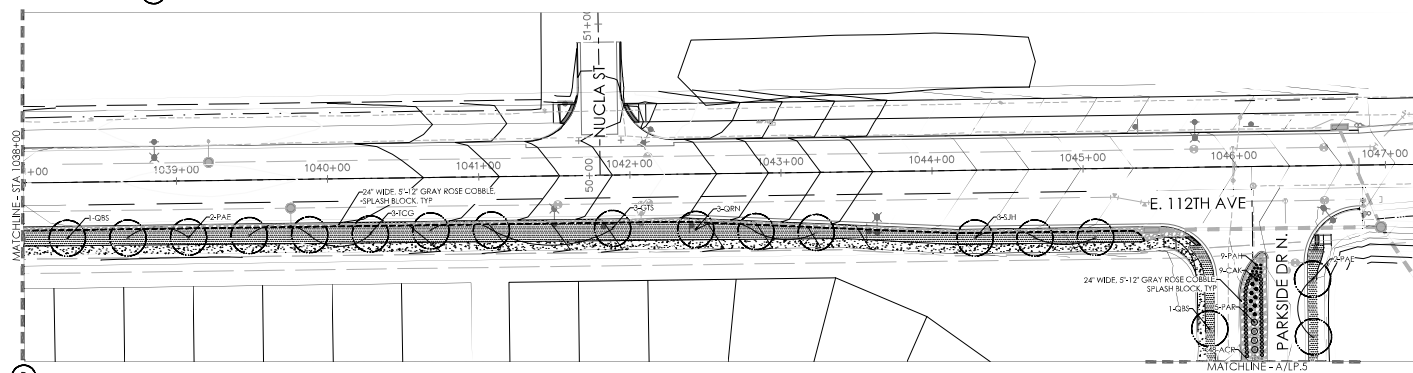
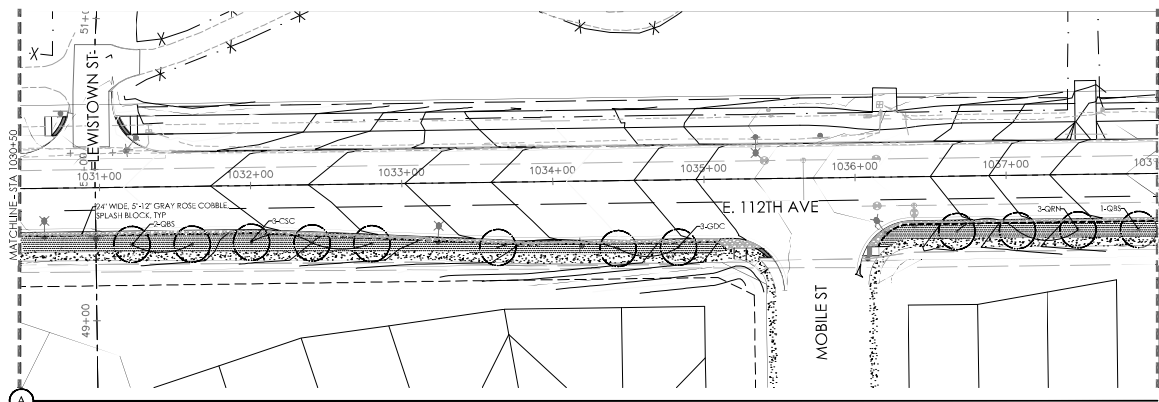
COMMERCE CITY, CO 80022

(303) 298-5403

(303) 298-5403

(303) 298-5403





SCALE: NTS

PLANT SCHEDULE

ITEM	QUANTITY	DESCRIPTION	ITEM	QUANTITY	DESCRIPTION
100	100	24" x 36" x 1/2" Laminated Board	100	100	24" x 36" x 1/2" Laminated Board
101	100	24" x 36" x 1/2" Laminated Board	101	100	24" x 36" x 1/2" Laminated Board
102	100	24" x 36" x 1/2" Laminated Board	102	100	24" x 36" x 1/2" Laminated Board
103	100	24" x 36" x 1/2" Laminated Board	103	100	24" x 36" x 1/2" Laminated Board
104	100	24" x 36" x 1/2" Laminated Board	104	100	24" x 36" x 1/2" Laminated Board
105	100	24" x 36" x 1/2" Laminated Board	105	100	24" x 36" x 1/2" Laminated Board
106	100	24" x 36" x 1/2" Laminated Board	106	100	24" x 36" x 1/2" Laminated Board
107	100	24" x 36" x 1/2" Laminated Board	107	100	24" x 36" x 1/2" Laminated Board
108	100	24" x 36" x 1/2" Laminated Board	108	100	24" x 36" x 1/2" Laminated Board
109	100	24" x 36" x 1/2" Laminated Board	109	100	24" x 36" x 1/2" Laminated Board
110	100	24" x 36" x 1/2" Laminated Board	110	100	24" x 36" x 1/2" Laminated Board
111	100	24" x 36" x 1/2" Laminated Board	111	100	24" x 36" x 1/2" Laminated Board
112	100	24" x 36" x 1/2" Laminated Board	112	100	24" x 36" x 1/2" Laminated Board
113	100	24" x 36" x 1/2" Laminated Board	113	100	24" x 36" x 1/2" Laminated Board
114	100	24" x 36" x 1/2" Laminated Board	114	100	24" x 36" x 1/2" Laminated Board
115	100	24" x 36" x 1/2" Laminated Board	115	100	24" x 36" x 1/2" Laminated Board
116	100	24" x 36" x 1/2" Laminated Board	116	100	24" x 36" x 1/2" Laminated Board
117	100	24" x 36" x 1/2" Laminated Board	117	100	24" x 36" x 1/2" Laminated Board
118	100	24" x 36" x 1/2" Laminated Board	118	100	24" x 36" x 1/2" Laminated Board
119	100	24" x 36" x 1/2" Laminated Board	119	100	24" x 36" x 1/2" Laminated Board
120	100	24" x 36" x 1/2" Laminated Board	120	100	24" x 36" x 1/2" Laminated Board
121	100	24" x 36" x 1/2" Laminated Board	121	100	24" x 36" x 1/2" Laminated Board
122	100	24" x 36" x 1/2" Laminated Board	122	100	24" x 36" x 1/2" Laminated Board
123	100	24" x 36" x 1/2" Laminated Board	123	100	24" x 36" x 1/2" Laminated Board
124	100	24" x 36" x 1/2" Laminated Board	124	100	24" x 36" x 1/2" Laminated Board
125	100	24" x 36" x 1/2" Laminated Board	125	100	24" x 36" x 1/2" Laminated Board
126	100	24" x 36" x 1/2" Laminated Board	126	100	24" x 36" x 1/2" Laminated Board
127	100	24" x 36" x 1/2" Laminated Board	127	100	24" x 36" x 1/2" Laminated Board
128	100	24" x 36" x 1/2" Laminated Board	128	100	24" x 36" x 1/2" Laminated Board
129	100	24" x 36" x 1/2" Laminated Board	129	100	24" x 36" x 1/2" Laminated Board
130	100	24" x 36" x 1/2" Laminated Board	130	100	24" x 36" x 1/2" Laminated Board
131	100	24" x 36" x 1/2" Laminated Board	131	100	24" x 36" x 1/2" Laminated Board
132	100	24" x 36" x 1/2" Laminated Board	132	100	24" x 36" x 1/2" Laminated Board
133	100	24" x 36" x 1/2" Laminated Board	133	100	24" x 36" x 1/2" Laminated Board
134	100	24" x 36" x 1/2" Laminated Board	134	100	24" x 36" x 1/2" Laminated Board
135	100	24" x 36" x 1/2" Laminated Board	135	100	24" x 36" x 1/2" Laminated Board
136	100	24" x 36" x 1/2" Laminated Board	136	100	24" x 36" x 1/2" Laminated Board
137	100	24" x 36" x 1/2" Laminated Board	137	100	24" x 36" x 1/2" Laminated Board
138	100	24" x 36" x 1/2" Laminated Board	138	100	24" x 36" x 1/2" Laminated Board
139	100	24" x 36" x 1/2" Laminated Board	139	100	24" x 36" x 1/2" Laminated Board
140	100	24" x 36" x 1/2" Laminated Board	140	100	24" x 36" x 1/2" Laminated Board
141	100	24" x 36" x 1/2" Laminated Board	141	100	24" x 36" x 1/2" Laminated Board
142	100	24" x 36" x 1/2" Laminated Board	142	100	24" x 36" x 1/2" Laminated Board
143	100	24" x 36" x 1/2" Laminated Board	143	100	24" x 36" x 1/2" Laminated Board
144	100	24" x 36" x 1/2" Laminated Board	144	100	24" x 36" x 1/2" Laminated Board
145	100	24" x 36" x 1/2" Laminated Board	145	100	24" x 36" x 1/2" Laminated Board
146	100	24" x 36" x 1/2" Laminated Board	146	100	24" x 36" x 1/2" Laminated Board
147	100	24" x 36" x 1/2" Laminated Board	147	100	24" x 36" x 1/2" Laminated Board
148	100	24" x 36" x 1/2" Laminated Board	148	100	24" x 36" x 1/2" Laminated Board
149	100	24" x 36" x 1/2" Laminated Board	149	100	24" x 36" x 1/2" Laminated Board
150	100	24" x 36" x 1/2" Laminated Board	150	100	24" x 36" x 1/2" Laminated Board
151	100	24" x 36" x 1/2" Laminated Board	151	100	24" x 36" x 1/2" Laminated Board
152	100	24" x 36" x 1/2" Laminated Board	152	100	24" x 36" x 1/2" Laminated Board
153	100	24" x 36" x 1/2" Laminated Board	153	100	24" x 36" x 1/2" Laminated Board
154	100	24" x 36" x 1/2" Laminated Board	154	100	24" x 36" x 1/2" Laminated Board
155	100	24" x 36" x 1/2" Laminated Board	155	100	24" x 36" x 1/2" Laminated Board
156	100	24" x 36" x 1/2" Laminated Board	156	100	24" x 36" x 1/2" Laminated Board
157	100	24" x 36" x 1/2" Laminated Board	157	100	24" x 36" x 1/2" Laminated Board
158	100	24" x 36" x 1/2" Laminated Board	158	100	24" x 36" x 1/2" Laminated Board
159	100	24" x 36" x 1/2" Laminated Board	159	100	24" x 36" x 1/2" Laminated Board
160	100	24" x 36" x 1/2" Laminated Board	160	100	24" x 36" x 1/2" Laminated Board
161	100	24" x 36" x 1/2" Laminated Board	161	100	24" x 36" x 1/2" Laminated Board
162	100	24" x 36" x 1/2" Laminated Board	162	100	24" x 36" x 1/2" Laminated Board
163	100	24" x 36" x 1/2" Laminated Board	163	100	24" x 36" x 1/2" Laminated Board
164	100	24" x 36" x 1/2" Laminated Board	164	100	24" x 36" x 1/2" Laminated Board
165	100	24" x 36" x 1/2" Laminated Board	165	100	24" x 36" x 1/2" Laminated Board
166	100	24" x 36" x 1/2" Laminated Board	166	100	24" x 36" x 1/2" Laminated Board
167	100	24" x 36" x 1/2" Laminated Board	167	100	24" x 36" x 1/2" Laminated Board
168	100	24" x 36" x 1/2" Laminated Board	168	100	24" x 36" x 1/2" Laminated Board
169	100	24" x 36" x 1/2" Laminated Board	169	100	24" x 36" x 1/2" Laminated Board
170	100	24" x 36" x 1/2" Laminated Board	170	100	24" x 36" x 1/2" Laminated Board
171	100	24" x 36" x 1/2" Laminated Board	171	100	24" x 36" x 1/2" Laminated Board
172	100	24" x 36" x 1/2" Laminated Board	172	100	24" x 36" x 1/2" Laminated Board
173	100	24" x 36" x 1/2" Laminated Board	173	100	24" x 36" x 1/2" Laminated Board
174	100	24" x 36" x 1/2" Laminated Board	174	100	24" x 36" x 1/2" Laminated Board
175	100	24" x 36" x 1/2" Laminated Board	175	100	24" x 36" x 1/2" Laminated Board
176	100	24" x 36" x 1/2" Laminated Board	176	100	24" x 36" x 1/2" Laminated Board
177	100	24" x 36" x 1/2" Laminated Board	177	100	24" x 36" x 1/2" Laminated Board
178	100	24" x 36" x 1/2" Laminated Board	178	100	24" x 36" x 1/2" Laminated Board
179	100	24" x 36" x 1/2" Laminated Board	179	100	24" x 36" x 1/2" Laminated Board
180	100	24" x 36" x 1/2" Laminated Board	180	100	24" x 36" x 1/2" Laminated Board
181	100	24" x 36" x 1/2" Laminated Board	181	100	24" x 36" x 1/2" Laminated Board
182	100	24" x 36" x 1/2" Laminated Board	182	100	24" x 36" x 1/2" Laminated Board
183	100	24" x 36" x 1/2" Laminated Board	183	100	24" x 36" x 1/2" Laminated Board
184	100	24" x 36" x 1/2" Laminated Board	184	100	24" x 36" x 1/2" Laminated Board
185	100	24" x 36" x 1/2" Laminated Board	185	100	24" x 36" x 1/2" Laminated Board
186	100	24" x 36" x 1/2" Laminated Board	186	100	24" x 36" x 1/2" Laminated Board
187	100	24" x 36" x 1/2" Laminated Board	187	100	24" x 36" x 1/2" Laminated Board
188	100	24" x 36" x 1/2" Laminated Board	188	100	24" x 36" x 1/2" Laminated Board
189	100	24" x 36" x 1/2" Laminated Board	189	100	24" x 36" x 1/2" Laminated Board
190	100	24" x 36" x 1/2" Laminated Board	190	100	24" x 36" x 1/2" Laminated Board
191	100	24" x 36" x 1/2" Laminated Board	191	100	24" x 36" x 1/2" Laminated Board
192	100	24" x 36" x 1/2" Laminated Board	192	100	24" x 36" x 1/2" Laminated Board
193	100	24" x 36" x 1/2" Laminated Board	193	100	24" x 36" x 1/2" Laminated Board
194	100	24" x 36" x 1/2" Laminated Board	194	100	24" x 36" x 1/2" Laminated Board
195	100	24" x 36" x 1/2" Laminated Board	195	100	24" x 36" x 1/2" Laminated Board
196	100	24" x 36" x 1/2" Laminated Board	196	100	24" x 36" x 1/2" Laminated Board
197	100	24" x 36" x 1/2" Laminated Board	197	100	24" x 36" x 1/2" Laminated Board
198	100	24" x 36" x 1/2" Laminated Board	198	100	24" x 36" x 1/2" Laminated Board
199	100	24" x 36" x 1/2" Laminated Board	199	100	24" x 36" x 1/2" Laminated Board
200	100	24" x 36" x 1/2" Laminated Board	200	100	24" x 36" x 1/2" Laminated Board

LEGEND

- SHRUBS AND GRASSES
- DECIDUOUS TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- STEEL EDGER
- LIMITS OF CONSTRUCTION
- TURF
- CONCRETE WALK, SEE CIVIL
- 24\"/>
- 1-4\"/>
- STREET LIGHT
- FIRE HYDRANT

NOTES

- SEE CIVIL FOR HORIZONTAL CONTROL, GRADING, AND UTILITIES

Scale: 1"= 30'-0"



100% FOR CONSTRUCTION

E 112th Avenue

IMPROVEMENTS PHASE 1

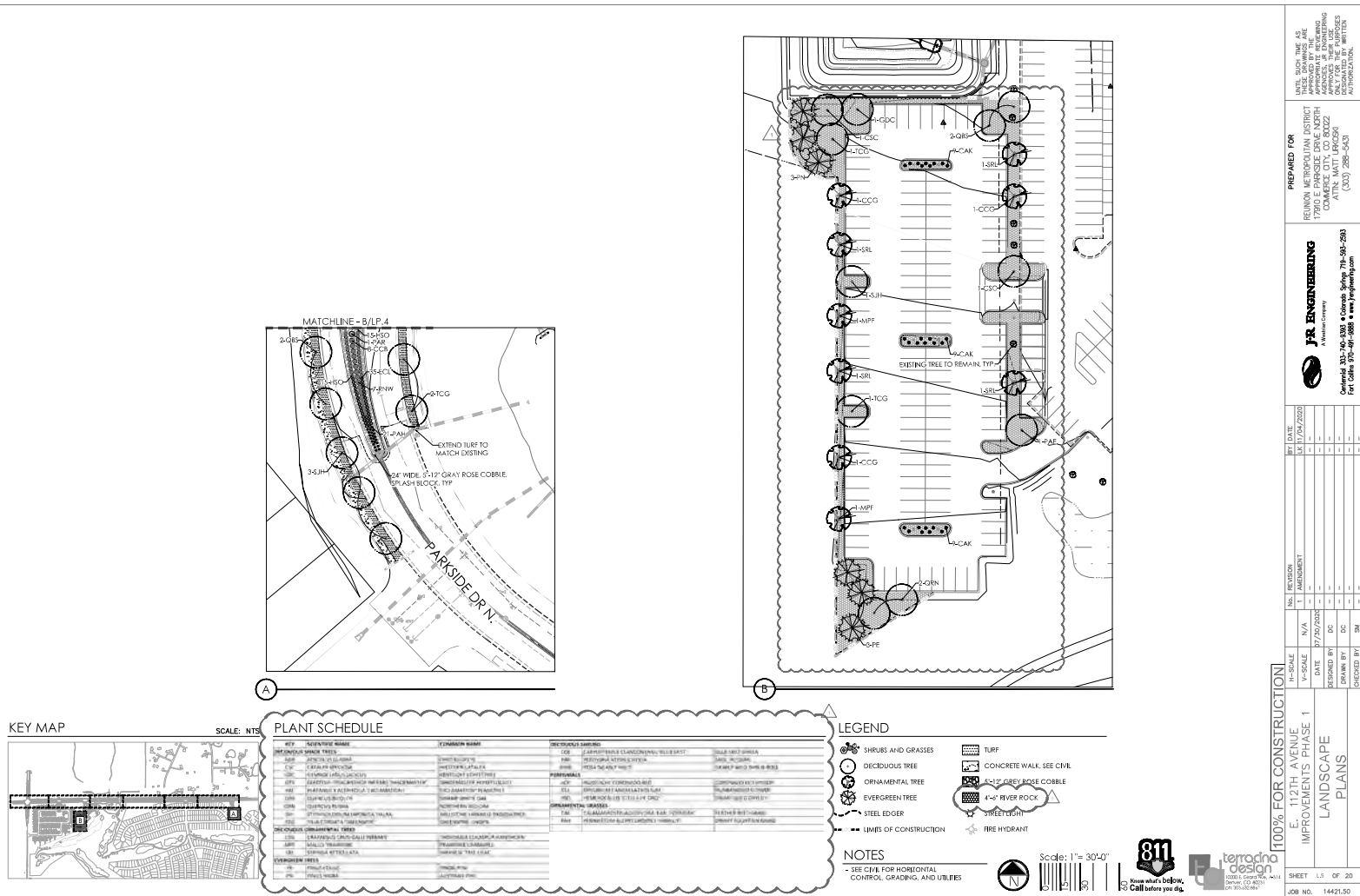
LANDSCAPE PLANS

SHEET L4 OF 20  
JOB NO. 14421-50

UNITS: 1/8"=1'-0" (VERTICAL)  
1"=30'-0" (HORIZONTAL)  
APPROVED BY: J.R. ENGINEERING  
APPROVED BY: J.R. ENGINEERING  
APPROVED BY: J.R. ENGINEERING  
APPROVED BY: J.R. ENGINEERING  
APPROVED BY: J.R. ENGINEERING  
APPROVED BY: J.R. ENGINEERING  
APPROVED BY: J.R. ENGINEERING  
APPROVED BY: J.R. ENGINEERING  
APPROVED BY: J.R. ENGINEERING  
APPROVED BY: J.R. ENGINEERING

PREPARED FOR:  
REUNION METROPOLITAN DISTRICT  
7700 E. PAPER DRIVE, NORTH  
COMMERCE CITY, CO 80022  
ATTENTION: LANDSCAPE ARCHITECT  
(303) 298-5403

J.R. ENGINEERING  
A REUNION COMPANY  
Commercial 303-740-8300 • Colorado Springs 719-595-2983  
Fort Collins 970-497-8888 • www.jrengineering.com



**PREPARED FOR**

REUNION METROPOLITAN DISTRICT  
1700 E PARKSIDE DRIVE, NORTH  
COMMERCE CITY, CO 80022  
ATTENTION: LANDSCAPE ARCHITECT  
(303) 298-5243

**JR ENGINEERING**  
A Reunion Company  
Commercial 303-740-8308 • Colorado Springs 719-595-2983  
Fort Collins 970-497-8888 • www.jrengineering.com

NO.	REVISION	BY	DATE
1	AMENDMENT	U.R.	11/04/2020
2			
3			
4			
5			
6			
7			
8			
9			
10			

### GENERAL NOTES

1. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO PRIOR TO DIGGING, INCLUDING BUT NOT LIMITED TO, TRENCHING AND SHRUB AND TREE PLANTING PITS. IF UTILITIES OCCUR AT LOCATIONS OF PROPOSED SHRUBS OR TREES, THE CONTRACTOR SHALL REPORT SUCH CONDITIONS TO THE OWNER'S REPRESENTATIVE. DAMAGE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE AT NO ADDITIONAL COST TO THE OWNER AND SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
2. A. PROPOSED TREE LOCATIONS SHALL BE FIELD VERIFIED AND INDICATE THE FOLLOWING:
  1. SHADE TREES SHALL BE LOCATED 40 FEET CLEAR OF STREET LIGHTS.
  2. ORNAMENTAL DECIDUOUS TREES SHALL BE LOCATED 15 FEET CLEAR OF STREET LIGHTS.
  3. ALL TREES SHALL BE LOCATED A MINIMUM OF 10 FEET CLEAR OF WATER AND SEWER MAIN LINES.
  4. ALL TREES SHALL BE LOCATED A MINIMUM OF SIX (6) FEET CLEAR OF WATER AND SEWER SERVICE LINES.
  5. ALL TREES SHALL BE LOCATED A MINIMUM OF FOUR (4) FEET CLEAR OF ALL GAS LINES.
  6. ALL TREES SHALL BE LOCATED A MINIMUM OF FOUR (4) FEET CLEAR OF ALL FIBER OPTIC CUES.
3. ALL UTILITY EASEMENTS SHALL REMAIN UNOBTSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT ENTRY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND/OR REPLACEMENT OF ANY EXISTING MATERIALS AND/OR CONDITIONS DAMAGED DURING LANDSCAPE CONSTRUCTION OPERATIONS. EXISTING CONDITIONS INCLUDE BUT ARE NOT LIMITED TO UTILITIES, DRAINAGE FACILITIES, CURB AND GUTTER, WALLS, WALKWAYS AND OTHER CURB EXISTING STRUCTURES. THE REPAIR OF SUCH DAMAGE SHALL BE AT NO ADDITIONAL COST TO THE OWNER BUT SHALL BE AT THE CONTRACTOR'S OWN EXPENSE.
5. A MINIMUM OF THREE-FOOT SIX-INCH CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF ALL FIRE HYDRANTS.
6. PRIOR TO COMMENCING WORK, THE LANDSCAPE CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE GENERAL CONTRACTOR IN WRITING OF UNSATISFACTORY CONDITIONS. THE LANDSCAPE CONTRACTOR SHALL NOT PROCEED UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL CONSTRUCTION BARRICADES, SIGNS AND WARNING DEVICES NECESSARY FOR LANDSCAPE CONSTRUCTION.
8. THE LANDSCAPE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S REPRESENTATIVE AND SCHEDULE A PRE-CONSTRUCTION MEETING BEFORE BEGINNING ANY CONSTRUCTION OPERATIONS.
9. THE CONTRACTOR SHALL MAINTAIN A QUALIFIED SUPERVISOR ON SITE AT ALL TIMES DURING CONSTRUCTION.
10. THE LANDSCAPE CONTRACTOR SHALL HAVE ONE (1) APPROVED COPY OF PLANS AND SPECIFICATIONS AT THE JOB SITE AT ALL TIMES.
11. THE CONTRACTOR SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES AND SPECIFICATIONS.
12. ALL LANDSCAPE CONSTRUCTION PRACTICES, PROCEDURES, MATERIALS AND METHODS SHALL BE IN ACCORDANCE WITH INDUSTRY STANDARDS SET FORTH IN THE CONSTRUCTION HANDBOOK PUBLISHED BY THE COLORADO LANDSCAPE CONTRACTORS ASSOCIATION.
13. ROUGH GRADE TO ONE TENTH (1/10) OF ONE FOOT SHALL BE CONDUCTED BY OTHERS. THE LANDSCAPE CONTRACTOR SHALL PROVIDE FINISH GRADES WHILE MAINTAINING POSITIVE DRAINAGE. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE OF ANY POORLY DRAINED OR ERODED AREAS PRIOR TO COMMENCING WORK.
14. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES AND WALKWAYS. HAVE ALL FINE GRADING APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO LANDSCAPE INSTALLATION OPERATION.
15. THE LANDSCAPE CONTRACTOR SHALL FINE GRADE ALL LANDSCAPE AREAS. THESE AREAS MAY REQUIRE THE CONTRACTOR TO REMOVE SOIL IN ORDER TO ALLOW FOR APPROPRIATE CLEARANCES FOR SOODING, SEEDING AND MULCH INSTALLATION.
16. THE REMOVED SOIL SHALL NOT REMAIN ON SITE AND SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND DISPOSAL SHALL BE HIS RESPONSIBILITY AND SHALL NOT BE AN ADDITIONAL COST TO THE OWNER BUT SHALL BE INCURRED BY THE WORK.

## LANDSCAPE NOTES

1. ALL LANDSCAPE CONSTRUCTION OPERATIONS SHALL BE IN COMPLIANCE WITH THE CITY OF COMMERCE RULES AND REGULATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO COMPLETE THE WORK.
3. THE CONTRACTOR SHALL ACQUIRE A SOILS ANALYSIS FOR THE SITE AFTER COMPLETION OF ROUGH GRADING AND PRIOR TO BEGINNING SOIL PREPARATION WORK. THE SOILS TEST SHALL DETERMINE THE NECESSARY AMENDMENTS AND METHODS OF APPLICATION REQUIRED TO SUPPORT TREES, SHRUBS, GRASS/GRASSES, SEED AND SOIL INSTALLATION. THESE AMENDMENTS SHALL BE IN ADDITION TO THE REQUIRED ORGANIC AMENDMENTS.
4. THE CONTRACTOR SHALL SUBMIT THE RESULTS OF THE SOILS ANALYSIS TO THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S REPRESENTATIVE FOR REVIEW AND CONCURRENCE OF REQUIRED AMENDMENTS.
5. ORGANIC AMENDMENTS SHALL CONSIST OF CLASS 1 COMPOST, ALL TURF AND SHRUB BEDS SHALL BE PREPARED AT A RATE OF FIVE (5) CY PER 1000 SF. ALL NATIVE AREAS SHALL BE PREPARED AT A RATE OF THREE (3) CY PER 1000 SF.
6. ORGANIC AMENDMENTS SHALL BE THOROUGHLY TILLED INTO THE TOP TWELVE (12) INCHES OF SOIL FOR ALL TURF AND SHRUB BEDS, THE TOP EIGHT (8) INCHES OF SOIL FOR ALL NATIVE SEED AREAS AND MIXED INTO TOP PITCH BACK FILL.
7. A PLANT PIT BACK FILL SHALL CONSIST OF ONE (1) PART ORGANIC AMENDMENT AND TWO (2) PARTS NATIVE SOIL.
8. ALL SHRUB BEDS SHALL BE CONTAINED WITH BUCK OF DEPTH, 14 GA, ROLLED TOP STEEL EDGING.
9. WHERE LANDSCAPE BEDS ARE ADJACENT TO CURBS, WALKS OR WALLS, THE CONTRACTOR SHALL SUBMIT SAMPLES OF EDGING AND STAKE TO THE OWNER FOR REVIEW AND APPROVAL, PRIOR TO ORDERING OR INSTALLATION.
10. ALL SHRUB BEDS SHALL CONTAIN WEED BARRIER FABRIC. WEED BARRIER FABRIC SHALL BE TYPE# 3401-4 OUNCE/SQ. YARD GEO-TEXTILE POLYPROPYLENE FABRIC OR APPROVED EQUAL.
11. ALL SHRUB BEDS SHALL BE MULCHED WITH 1.5" HORIZON COWPOD MULCH, OR APPROVED EQUAL, AT A MAXIMUM DEPTH OF FOUR (4) INCHES AND A MINIMUM DEPTH OF THREE (3) INCHES.
12. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT LAYING ANYWHERE ON THE PROJECT AFTER INSTALLATION OF WEED BARRIER FABRIC AND MULCH IS COMPLETE.
13. CONTRACTOR SHALL SUBMIT A SIX (6) INCH BY SIX (6) INCH EXAMPLE OF WEED BARRIER FABRIC AND A ONE (1) QUART CANTON OF EACH MULCH SPECIFIED TO THE OWNER FOR APPROVAL, PRIOR TO ORDERING AND INSTALLATION.
14. ABSOLUTELY NO EXPOSED WEED BARRIER FABRIC SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER INSTALLATION OF ROCK MULCH IS COMPLETE.
15. ALL SHRUB BEDS SHALL HAVE A FOUR (4) INCH DEPTH, THREE (3) INCH DEPTH MINIMUM, SHREDED WESTERN CEDAR (I.E. GORILLA HARK MULCHING).
16. ALL SEEDED SLOPES 4:1 OR GREATER SHALL BE PROTECTED WITH EROSION CONTROL MAT, DOUBLE NET EROSION CONTROL BANNETT CONSISTING OF 70% AGRICULTURAL STRAW (0.35 LB/SQ. YD) AND 30% COCONUT FIBER (0.15 LB/SQ. YD) AND BIODEGRADABLE NETTINGS HAVING AN APPROXIMATE 5/8" X 5/8" MESH ON THE TOP AND 2"X2" AS MANUFACTURED BY AMERICAN EKSCELOR COMPANY OR APPROVED EQUAL.
17. PLANT QUANTITIES ARE PROVIDED FOR THE CONTRACTOR'S CONVENIENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL FINAL PLANT QUANTITIES.
18. ALL PLANT MATERIALS SHALL MEET OR EXCEED CURRENT AMERICAN STANDARDS FOR NURSERY STOCK AND 260.1 AND THE COLORADO NURSERY ACT AND ACCOMPANYING RULES AND REGULATIONS.
19. ALL TREES OF THE SAME SPECIES AND SIZE SHALL HAVE MATCHING HEIGHT AND FORM UNLESS OTHERWISE NOTED ON THE PLANS OR TAGGED BY THE OWNER'S REPRESENTATIVE AT THE NURSERY.
20. ALL PLANT MATERIAL SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
21. THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY AND ALL PLANT MATERIAL BEFORE OR POST PLANTING INSTALLATION.
22. PRIOR TO SOODING OR OTHER PLANTING OPERATIONS, THE CONTRACTOR SHALL APPLY HERBICIDE TO ELIMINATE ALL WEED GROWTH WITHIN THE LANDSCAPE AREAS. HERBICIDE SHALL BE APPLIED TO ALL EXPOSED SOIL SURFACES.
23. ALL INSPECTIONS OF LANDSCAPE MATERIALS, HARDSCAPE AND AMENITIES ARE THE RESPONSIBILITY OF THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S REPRESENTATIVE.

## PLANT SCHEDULE

QUANTITY	KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	TYPE
<b>DECIDUOUS ANGIOSPERMS</b>					
8	ABR	ACERULUS ALBA	WHITE BUCKEYE	2' CAL	SHB
10	SLC	CATALPA SPECIOSA	INDIAN LAFAYETTE	2' CAL	SHB
10	SLC	FRAXINUS LAEVOLENS	WHITE OAK	2' CAL	SHB
9	STB	SEBIPERIA TRACHANTHUS NERENS	INDIAN PRICKLE	SPREADER	NON-FLOR.
10	STB	SPARGANGLA ANGUSTIFOLIA	SHRIMP WORM	2' CAL	SHB
8	ABR	QUERCUS BICOLO	SHRIMP WORM	2' CAL	SHB
17	QBN	QUERCUS RUBRA	NORTHERN RED OAK	2' CAL	SHB
10	STB	STYMPHLODIUM AMERICANA VALLEY	WILLOW-LEAFED FRAGGATE	2' CAL	SHB
12	SLC	TRILICORDATA VIRENTERIS	SHRIMP WORM	2' CAL	SHB
<b>DECIDUOUS CONIFEROUS TREES</b>					
8	CEB	PISTACHIA SCUTELLARIAE NERENS	THORNLESS CUPRESS	6-8 FT	MULTI-STEM CLUM
2	MYF	MAHOGANY PRUNIFRUIT	PRUNIFRUIT CHAMPAGNE	6-8 FT	MULTI-STEM CLUM
3	PRN	PRUNUS RETICULATA	JAPANESE TREE PLUM	6-8 FT	MULTI-STEM CLUM
<b>EVERGREEN TREES</b>					
8	PE	PIRUS USUDA	PIRUS PLUM	6-10 FT	SHB
3	PE	PIRUS NODOSA	AUSTRIAN PLUM	6-10 FT	SHB
<b>DECIDUOUS SHRUBS</b>					
8	CEB	CARYOPHTERIS GLANDULOSUS BLUE MIST	BLUE MIST SPIRAEA	8'5	CONT.
6	PAE	PAEDAGIUM AETHIOPIA	MADEIRA RUGOSA	8'5	CONT.
7	STB	STYMPHLODIUM AMERICANA VALLEY	WILLOW-LEAFED FRAGGATE	8'5	CONT.
<b>PERENNIALS</b>					
48	ACR	AGASTHES CANADIANUS RED	CHERRY BELL WINDSOR	8'5	CONT.
35	SLC	SPARGANGLA ANGUSTIFOLIA	HUMBLED BUCKEYE	8'5	CONT.
35	STB	STYMPHLODIUM AMERICANA VALLEY	WILLOW-LEAFED FRAGGATE	8'5	CONT.
<b>ORNAMENTAL GRASSES</b>					
35	CAK	CALAMAGOSTIS ALUTICA NANA FORESTER	FEATHER REED GRASS	8'5	CONT.

**TURF SUPPLIER\*:**  
GREEN VALLEY TURF COMPANY  
13159 N. US HWY 85  
LITTLETON, CO 80125  
(303) 798-6764

**\*ALL TURF AREAS SHALL BE GREEN VALLEY  
TURF CO. RTF WATER SAVER SOD, OR  
APPROVED EQUAL**

UNTIL SUCH TIME AS  
THESE DRAWINGS ARE  
APPROVED BY THE  
APPROPRIATE REVIEWING  
AGENCIES, JR ENGINEERING  
APPROVES THEIR USE  
ONLY FOR THE PURPOSES  
DESIGNATED BY WRITTEN  
AUTHORIZATION.

OR

PREPARED BY  
 DON METROPOLITAN  
 1100 E. PARKSIDE DRIVE  
 TAMERICE CITY, CO  
 ATTORNEY: MATT URBAN  
 (303) 288-5400

**JR ENGINEERING**  
A Westcon Company  
residential 303-740-0303 • Colorado Springs 719-582-2582  
ret Callies 970-491-0888 • [www.jrengineering.com](http://www.jrengineering.com)

PROJECT NO.	14421-50	SHEET	15	OF	20
E. 112TH AVENUE IMPROVEMENTS PHASE 1					
LANDSCAPE PLANS					
DATE	3/7/2024	DESIGNED BY	DC	DRAWN BY	DC
REVISION	1	AMENDMENT			
BY	DATE				
US	11/04/2020				

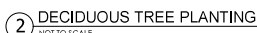


Know what's below  
Call before you dig



terra  
design  
10000 E. Girard  
Denver, CO 80231  
773.440.0000

SHEET	18	OF	20
JOB NO.	14421-50		



- |   |  |   |
|---|--|---|
| 1 | PERENNIAL<br>RE-PLANTING PLANS   | NOTES<br>1. DO NOT PRUNE TO COMPENSATE FOR ROOT LOSS.   |
| 2 | CLEAR OR BACKMULK  | 2. PRUNE ALL DEAD FOLIAGE.  |
| 3 | PRUNE ROOTKILL W/CH  | 3. HANDLE ONLY IF FOOTBALL.   |
| 4 | PRUNE ROOTKILL MUX   | 4. REMOVE FROM CONTAINER AND PLACE GENTLY INTO HOLE.  |
| 5 | PLANT BEST GUESS TO MOST FREQUENT WEAVING NOTIFY<br>LANDSCAPE ARCHITECT PRIOR TO PLANTING FOR STAKED<br>LOCATIONS. | 5. PLACE BEST GUESS TO MOST FREQUENT WEAVING NOTIFY<br>LANDSCAPE ARCHITECT PRIOR TO PLANTING FOR STAKED<br>LOCATIONS. |
| 6 | COMPACTED SUBGRADE   | 6. SCRAPE AWAY SOIL AT TOP UNTIL ROOTS ARE EXPOSED.   |
| 7 | SCAFFY SIDES AND BOTTOM OF<br>PLANTING PIT   | 7. ROCKILL 1/4" OF THE HOLE AND WATER THOROUGHLY WHILE<br>WORKING SOIL WITH HANDS TO ELIMINATE ANY AIR POCKETS.       |
| 8 | FLAT BOTTOM OF HOLE  | 8. REMOVE 2" OF MULCH FROM AROUND BASE OF PLANT.  |
| 9 | SLOPE TOP OF PLANTING PIT. ALLOW<br>SLOPE TO BE 1/4" PER FOOT  |   |



PLANT SPACING	A	B	C	D
24"	24"	18"	21"	24"
30"	30"	15"	26"	30"
36"	36"	50"	31"	36"
48"	48"	50"	42"	48"
60"	60"	50"	52"	60"

100% FOR CONSTRUCTION!		H-SCALE		NO.	REVISION	BY	DATE
E. 112TH AVENUE		1/4"		1	AMENDMENT		11/17/2020
IMPROVEMENTS PHASE 1		DATE		2			
LANDSCAPE		DESIGNED BY		3			
DETAILS		CHECKED BY		4			
		DRAWN BY		5			
				6			
				7			
				8			
				9			
				10			
				11			
				12			
				13			
				14			
				15			
				16			
				17			
				18			
				19			
				20			
				21			
				22			
				23			
				24			
				25			
				26			
				27			
				28			
				29			
				30			
				31			
				32			
				33			
				34			
				35			
				36			
				37			
				38			
				39			
				40			
				41			
				42			
				43			
				44			
				45			
				46			
				47			
				48			
				49			
				50			
				51			
				52			
				53			
				54			
				55			
				56			
				57			
				58			
				59			
				60			
				61			
				62			
				63			
				64			
				65			
				66			
				67			
				68			
				69			
				70			
				71			
				72			
				73			
				74			
				75			
				76			
				77			
				78			
				79			
				80			
				81			
				82			
				83			
				84			
				85			
				86			
				87			
				88			
				89			
				90			
				91			
				92			
				93			
				94			
				95			
				96			
				97			
				98			
				99			
				100			



SOIL PREPARATION CONTRACT												PREPARED FOR:													
<b><u>CLEARING</u></b>												SHEET NO. _____ OF _____ DATE: _____													
<ul style="list-style-type: none"> <li>LOCATE AND SUITABLY IMPROVE INDICATED TO REMAIN CLEAR AND GRUB AREAS WITHIN THE LIMIT OF CONSTRUCTION LINE(S) AS REQUIRED FOR SAFE ACCESS AND EXECUTION OF THE WORK WITHIN THE LIMIT OF CONSTRUCTION LINE(S). REMOVE ALL GRASSES, VEGETATION AND DEBRIS, EXCEPT ITEMS INDICATED TO REMAIN.</li> <li>FILL CUTS IN COMMERCIAL CITY OR SUBURBAN AREAS TO 10% GRADE. THE CONTRACTOR SHALL USE BEST PRACTICES TO ELIMINATE THE TRUCKING OF MUD OR DEBRIS UPON ANY STREET OR SIDEWALK. STREETS AND SIDEWALKS SHALL BE CLEANED OF MUD AND DEBRIS AT THE END OF EACH DAY. ALL EQUIPMENT AND TRUCKS TRACKING MUD AND DEBRIS INTO THE RIGHT-OF-WAY SHALL BE CLEANED OF MUD AND DEBRIS AT THE END OF EACH DAY OR AS DIRECTED BY THE DIRECTOR.</li> </ul>												REVIEW METROPOLITAN DISTRICT 1790 E. PARADE DRIVE, KIRKLAND CITY OF KIRKLAND APPROPRIATE AGENCY REVIEW APPROVED FOR RECORD (313) 285-5431													
<b><u>EARTHWORK</u></b>																									
<b><u>WET TOPSOIL</u></b>																									
<ul style="list-style-type: none"> <li>NATURAL, FERTILE, SOIL POSSESSING THE CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY WHICH PRODUCES A HEAVY GROWTH; FREE OF STONES OVER ONE (1) INCH IN DIAMETER, REFUSE, PLANTS OR OTHER SOLID, STICKS, NOXIOUS WEEDS, SALTS, SOIL STERILANTS, TOXIC SUBSTANCES OR OTHER MATERIAL WHICH WOULD BE DETRIMENTAL TO PLANT GROWTH OR HINDER PLANTING OPERATIONS.</li> <li>THERE IS NO MINIMUM AMOUNT OF ORGANIC MATERIAL REQUIRED FOR ONSITE TOPSOIL.</li> </ul>																									
<b><u>IMPORT TOPSOIL</u></b>																									
<ul style="list-style-type: none"> <li>SHALL BE FERTILE, FRIABLE, SANDY LOAM SOIL THAT BE OBTAINED FROM A WELL-DRAINED SITE. IT SHALL BE WITHOUT ADMIXTURE OF CLAY, SUBSOIL, AND SHALL BE FREE OF STONES OVER ONE (1) INCH IN DIAMETER, REFUSE, PLANTS OR OTHER SOLID, STICKS, NOXIOUS WEEDS, SALTS, SOIL STERILANTS, TOXIC SUBSTANCES OR OTHER MATERIAL WHICH WOULD BE DETRIMENTAL TO PLANT GROWTH OR HINDER PLANTING OPERATIONS.</li> <li>IMPORTED TOPSOIL SHALL NOT BE DELIVERED OR USED WHILE IN A FROZEN OR MUDDY CONDITION.</li> <li>IMPORTED TOPSOIL SHALL DELIVERED TO THE SITE SHALL HAVE AN ACTUAL RATIO OF PH 6.0 TO 7.5 AND SHALL CONTAIN NOT LESS THAN 3% ORGANIC MATTER AS DETERMINED BY LOSS ON IGNITION OF 40% MOISTURE (LAWRENCE METHOD). TOPSOIL SHALL HAVE SAT LESS THAN 1.2 MHV/CN/CM AND A SODIUM ADSORPTION RATIO OF LESS THAN 12. (A MAXIMUM OF 1.4 MHV/CN/CM). SODIUM (MEQ/100G SOIL) OR SODIUM ADSORPTION RATIO (SAR) SHALL BE LESS THAN 2.0.</li> <li>TOPSOIL SHALL MEET THE FOLLOWING MECHANICAL ANALYSIS:</li> </ul>																									
<table border="1"> <thead> <tr> <th></th> <th>PASSING %</th> <th>RETAINED %</th> </tr> </thead> <tbody> <tr> <td>1-INCH SCREEN</td> <td>100</td> <td>0.3</td> </tr> <tr> <td>¾-INCH SCREEN</td> <td>97-100</td> <td>0.3</td> </tr> <tr> <td>NO. 10 MESH SIEVE</td> <td>60-80</td> <td>40-60</td> </tr> </tbody> </table>													PASSING %	RETAINED %	1-INCH SCREEN	100	0.3	¾-INCH SCREEN	97-100	0.3	NO. 10 MESH SIEVE	60-80	40-60		
	PASSING %	RETAINED %																							
1-INCH SCREEN	100	0.3																							
¾-INCH SCREEN	97-100	0.3																							
NO. 10 MESH SIEVE	60-80	40-60																							
<ul style="list-style-type: none"> <li>TOPSOIL SHALL MEET THE FOLLOWING COMPONENT ANALYSIS FROM THE USDA SOILS TRIANGLE.</li> </ul>																									
<table border="1"> <thead> <tr> <th>SILT TYPE</th> <th>% OF SAMPLE</th> </tr> </thead> <tbody> <tr> <td>SAND</td> <td>55-80</td> </tr> <tr> <td>CLAY</td> <td>15-30</td> </tr> <tr> <td>SILT</td> <td>20-45</td> </tr> </tbody> </table>												SILT TYPE	% OF SAMPLE	SAND	55-80	CLAY	15-30	SILT	20-45						
SILT TYPE	% OF SAMPLE																								
SAND	55-80																								
CLAY	15-30																								
SILT	20-45																								
<ul style="list-style-type: none"> <li>CONTRACTOR SHALL SUBMIT A ONE (1) POUND SAMPLE OF IMPORTED TOPSOIL ALONG WITH A CURRENT ANALYSIS.</li> <li>THE OWNER RESERVE THE RIGHT TO INSPECT TOPSOIL AT ITS SOURCE TO DETERMINE WHETHER OR NOT IT MEETS THE REQUIREMENTS SPECIFIED AND TO APPROVE THE DEPTH TO WHICH IT MAY BE STRIPPED.</li> </ul>																									
<b><u>SOIL TESTING</u></b>																									
<ul style="list-style-type: none"> <li>CONTRACTOR SHALL PROVIDE SATISFACTORY EXCAVATED AND IMPORTED SOIL MATERIALS WHERE DIRECTED, UNTIL REQUIRED FOR BACKFILL OR FILL.</li> <li>CONTRACTOR SHALL PLACE, GRADE AND SHAPE STRUCTURES FOR PROPER DRAINAGE.</li> <li>LOCATE AND RETAIN SOIL MATERIALS AWAY FROM EDGE OF EXCAVATIONS.</li> </ul>																									
<b><u>COMPACTION</u></b>																									
<ul style="list-style-type: none"> <li>TOPSOIL AREAS SHALL NOT BE ALLOWED A HIGHER COMPACT THAN EIGHTY-FIVE PERCENT (85%) NOR LESS THAN EIGHTY PERCENT (80%) MODIFIED PROCTOR DENSITY ASTM D-1557. IN THE EVENT THAT A HIGHER DENSITY IS DETERMINED THROUGH FIELD TEST, THE CONTRACTOR SHALL BE DIRECTED TO SCARRY AND REGRADE THE OVER COMPACTED AREAS TO THE APPROVED LINES AND GRADES.</li> </ul>																									
<b><u>SODDING</u></b>																									
<b><u>PART 1 - GENERAL</u></b>																									
<b><u>SUBMITTALS</u></b>																									
<ul style="list-style-type: none"> <li>THE SUBMITTALS DOCUMENTED HEREIN, SHALL BE SUBMITTED TO THE OWNER FOR REVIEW AND APPROVAL.</li> </ul>																									
<b><u>CERTIFICATE OF INSPECTION</u></b>																									
<ul style="list-style-type: none"> <li>SUBMIT COPIES OF INVOICES FOR MATERIALS, WITH STATE, FEDERAL, OR OTHER INSPECTION CERTIFICATION AND SHOWING SOURCE OF ORIGIN.</li> </ul>																									
<b><u>PRODUCT DELIVERY, STORAGE AND HANDLING</u></b>																									
<b><u>DELIVERY SCHEDULE</u></b>																									
<ul style="list-style-type: none"> <li>NOTIFY THE OWNER OF THE DELIVERY SCHEDULE NOT LESS THAN THREE (3) WORKING DAYS IN ADVANCE OF DELIVERY OF EACH TYPE OF MATERIAL.</li> </ul>																									
<b><u>PART 2 - PRODUCTS</u></b>																									
<b><u>GRASS SOD</u></b>																									
<ul style="list-style-type: none"> <li>VARIETY OF GRASS SOD IS SPECIFIED ON THE PLANS.</li> <li>SOD SHALL BE STRONGLY ROOTED AND FREE OF NOXIOUS WEEDS, UNDESIRABLE PLANTS, ROOTS, STONES AND OTHER FOREIGN MATERIALS THAT WILL BE DETRIMENTAL OR WILL HINDER THE PROPER DEVELOPMENT OF THE SOD.</li> <li>THE SOD SHALL BE PROCURED FROM AREAS WHERE THE SOIL IS REASONABLE FERTILE AND CONTAINS A HIGH PERCENTAGE OF LOAMY TOPSOIL.</li> <li>THE SOD SHALL BE CUT FROM LIVE TUCKER THICKLY MATTERED TURFS.</li> <li>THE SOD SHALL BE MOVED TO A HEIGHT NOT TO EXCEED TWO (2) INCHES AND THOROUGHLY WATERED BEFORE LIFTING OF THE SOD.</li> <li>ALL SOD SHALL BE CUT TO PROVIDE A MINIMUM THICKNESS OF THREE-QUARTER (¾) INCH OF SOIL ADHIERING TO THE ROOTS.</li> <li>DELIVER SOD TO THE SITE WITHIN TWENTY-FOUR (24) HOURS OF HARVESTING AND PROTECT FROM DRYING OUT, EXPOSURE OF ROOTS TO THE SUN, AND OTHER INJURY.</li> <li>PACK - EXECUTION</li> </ul>																									
<b><u>INSPECTION</u></b>																									
<p>CONTRACTOR SHALL EXAMINE THE 100% GRADE, VERIFY THE ELEVATIONS, OBSERVE THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED, AND NOTIFY THE OWNER OF UNSATISFACTORY CONDITIONS. DO NOT PROCEED WITH WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED IN A MANNER ACCEPTABLE TO THE OWNER.</p>																									
<b><u>SOD BED PREPARATION</u></b>																									
<ul style="list-style-type: none"> <li>SPREAD SPECIFIED AMENDMENT MATERIALS EVENLY OVER ENTIRE AREA AND THOROUGHLY INCORPORATE, BY MIXING, ROTOTILLING OR FINELY DISKING (MAX. ONE (1) INCH SIZE), TO A DEPTH OF TWELVE (12) INCHES FOR SOD.</li> <li>ALL STONES, STICKS AND DEBRIS BROUGHT TO THE SURFACE SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED OF BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.</li> <li>ALL SOD AREAS WILL THEN BE RAKED AND ROLLED TO THE DESIGNED FINISHED GRADES TO ACQUACITATE DRAIN AROUND SURFACE WATER RUNOFF.           <ul style="list-style-type: none"> <li>IF THE FINISHED SURFACE SHALL BE REVISED UNIFORM, AND NOT DIRT-CLOSD SURFACE, NO MORE THAN ONE (1) INCH IN DIAMETER SHALL APPEAR ON THE SURFACE.</li> <li>IF THE SURFACE SHALL BE SMOOTH, ROULED AND OF FINE TEXTURE, STAYING ONE (1) INCH BELOW ALL PAYING EDGES FOR SOD.</li> </ul> </li> </ul>																									
<b><u>FIND GRADING</u></b>																									
<ul style="list-style-type: none"> <li>ADJUST FINISHED AREAS BEFORE PLANTING TO THE SITE IS VERY DRY. DO NOT CREATE A MUDDY SOIL CONDITION OR CAUSE SURFACE EROSION.</li> <li>ANY DAMAGE TO THE SOD BED DUE TO CONTRACTOR OPERATIONS OR NEGLIGENCE, EROSION, IRRIGATION BREAKS, TRAFFIC, VANDALISM, ETC., THAT OCCURS BEFORE ESTABLISHMENT ACCEPTANCE WILL BE REPAIRED AND RESTORED AT NO ADDITIONAL COST TO THE OWNER.</li> </ul>																									
<b><u>STORAGE</u></b>																									
<ul style="list-style-type: none"> <li>LAY SOD WITHIN TWENTY-FOUR (24) HOURS FROM TIME OF HARVEST.</li> <li>DO NOT PLANT DORMANT SOD OR IF GROUND IS FROZEN.</li> <li>THE CONTRACTOR SHALL LIGHTLY WATER THE SOD BED JUST PRIOR TO LAYING SOD. ALL SOD SURFACES SHALL BE PLACED TIGHTLY AGAINST EACH OTHER, SO NO OPEN JOINTS ARE APPARENT. JOINTS BETWEEN END OF STEPS SHALL BE TIGHTENED AFTER PLANTING.</li> <li>AT THE END OF WALKS AND DRIVES, THE SOD SHALL HAVE THE SAME FINISH GRADE AS THE ADJOINING SURFACES. IMMEDIATELY AFTER THE SOD HAS BEEN LAID, IT SHOULD BE TAMPOD OR ROLLED WITH</li> </ul>																									
<ul style="list-style-type: none"> <li>APPROVED EQUIPMENT TO MAINTAIN AIR POCKETS, PROVIDING A SMOOTH AND EVEN SURFACE TO THE SODDED AREAS.</li> <li>IMMEDIATELY FOLLOWING INSTALLATION, SUFFICIENT WATER SHALL THEN BE APPLIED TO SATURATE THE SOD COMPLETELY. THE SOD SHALL BE WATERED AS OFTEN AS REQUIRED TO PREVENT DRYING.</li> <li>SETTLED SOD AREAS SHALL BE FILLED, RE-GRADED AND RE-LAID.</li> </ul>																									
<b><u>MAINTENANCE</u></b>																									
<ul style="list-style-type: none"> <li>AREAS SODDED AND MAINTAINED SHALL BE PROTECTED AGAINST DAMAGE BY THE USE OF BARRIERS AND APPROPRIATE WARNING SIGNS.</li> </ul>																									
<b><u>WEEDING</u></b>																									
<ul style="list-style-type: none"> <li>THE CONTRACTOR IS RESPONSIBLE FOR THE DISTRIBUTION OF WATER FROM THE SOURCE PROVIDED BY THE OWNER. THE CONTRACTOR SHALL APPLY WATER IN A MANNER CONSISTENT WITH THESE SPECIFICATIONS AND DEMONSTRATED APPROPRIATE BY THE OWNER.</li> <li>THE CONTRACTOR SHALL BE RESPONS</li></ul>																									

### LANDSCAPE INSTALLATION CONT.

**HANDLING**

- DO NOT DROP PLANTS.
- DO NOT LIFT PLANTS BY THE TRUNK, STEMS, OR FOLIAGE.
- HANDLE PLANTS BY THE ROOT BALL OR THE CONTAINER.
- PLANTS WILL BE REJECTED IF THE ROOT BALL IS BROKEN OR THE TRUNK IS LOOSE IN THE BALL.
- PROTECT PLANTS AT ALL TIMES FROM DRIVING OR BY MURK.
- MINOR BROKEN AND DAMAGED ROOTS SHALL BE PRUNED BEFORE PLANTING.
- MAJOR DAMAGE TO SOIL SHOULD BE CHECKED FOR REJECTION AS DETERMINED BY THE OWNER.

**JOI CONDITIONS**

- CONTRACTOR MUST EXAMINE THE SUB-GRADE, VERIFY THE ELEVATIONS, AND OBSERVE THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED, AND NOTIFY THE OWNER OF UNSATISFACTORY CONDITIONS.
- DO NOT PROCEED WITH UNUSUAL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED IN A MANNER ACCEPTABLE TO THE OWNER.
- ROUTES: DETERMINE LOCATION, SLOPE, AND PERFOM WORK IN A MANNER WHICH WILL AVOID POSSIBLE DAMAGE.
- DO NOT PERMIT heavy EQUIPMENT SUCH AS TRUCKS, ROLLERS OR BULLDOZERS TO DAMAGE UTILITIES.
- HAND CARRIED, AS REQUIRED, TO MINIMIZE THE POSSIBILITY OF DAMAGE TO UNDERGROUND UTILITIES.
- ANY DAMAGE TO UNDERGROUND PIPING OR WIRING ARISING OUT OF WORK OF LANDSCAPE INSTALLATION OPERATIONS MUST BE CORRECTED AND REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.
- THE COST OF ANY IMPROVEMENTS, ALL COSTS FOR REPAIR OR REPLACEMENT OF ANY DAMAGE TO OTHER WORK DONE ON-SITE OR ADJACENT PROPERTIES BY INSTALLATION OF PLANT MATERIAL SHALL BE BORNE BY THE CONTRACTOR INSTALLING PLANT MATERIAL.
- EXISTING GRASSES, PAVING, VEGETATION AND OTHER IMPROVEMENTS DAMAGED DURING PLANTING SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE.
- INSTALL TREES, SHRUBS, PERENNIALS, SOO AND SEED AFTER FINAL GRADES ARE ESTABLISHED UNLESS OTHERWISE ACCEPTABLE TO THE OWNER.

**RIGHT OF RESCUE**

- THE OWNER RESERVES THE RIGHT TO RECTIFY AT ANY TIME OR PLACE PRIOR TO FINAL ACCEPTANCE ALL PLANT MATERIALS WHICH IN THE OWNER'S OPINION FAIL TO MEET SPECIFICATIONS.
- INSPECTION OF MATERIALS IS PRIMARILY FOR QUALITY, SIZE AND VARIETY, BUT OTHER REQUIREMENTS ARE NOT WAIVED EVEN THOUGH VISUAL INSPECTION RESULTS IN APPROVAL.
- PLANTS MAY BE INSPECTED WHERE AVAILABLE, HOWEVER, INSPECTION AT THE PLACES OF SUPPLY SHALL NOT PRECLUDE THE RIGHT OF REJECTION AT THE SITE OR AT A LATER TIME PRIOR TO FINAL ACCEPTANCE.
- REJECTED MATERIALS SHALL BE REMOVED FROM THE SITE WITHIN TWENTY-FOUR (24) WORKING HOURS.
- THE CONTRACTOR SHALL SCHEDULE THE INSPECTIONS AND TAGGING OF PLANTS BY THE OWNER, AT THE SUPPLIER PRIOR TO DELIVERY.

**INSPECTION AND ACCEPTANCE**

- IN ADDITION TO INFORMAL, UNCHECKED INSPECTIONS BY OWNER, ANY MATERIAL, PRODUCT OR WORKMANSHIP DEEMED BY THE OWNER TO BE UNACCEPTABLE OR NOT IN ACCORDANCE WITH THESE DRAWINGS AND SPECIFICATIONS SHALL BE CORRECTED IMMEDIATELY.

**PART 2 - PRODUCTS**

**SOIL ANALYSIS**

- WHEN A SOIL ANALYSIS IS REQUIRED FOR HORTICULTURAL PURPOSES, THE SOIL ANALYSIS SHALL BE FROM A SOIL TESTING LAB EQUIPPED TO EXAMINE SOIL FOR HORTICULTURAL USE AND MAKE SOIL AMENDMENT RECOMMENDATIONS SPECIFIC TO EACH HORTICULTURAL USE.
- COLORADO ANALYTICAL LABORATORY, (303) 698-2313, OR APPROVED EQUIVALENT.
- SAMPLES SHALL BE TAKEN WITH A CORE SAMPER TO A SIX (6) INCH DEPTH, ONE CORE SAMPLE SHALL BE TAKEN FOR EACH REPRESENTATIVE SOIL REGION OF APPROXIMATELY TEN THOUSAND (10,000) SQUARE FEET. CORE SAMPLE SHALL BE BROKEN UP IN SMALL PARTICLES AND MIXED TO CREATE AN AVERAGE SAMPLE FOR A LARGE REPRESENTATIVE REGION. SPECIFIC SOIL REGIONS SHALL BE TESTED INDIVIDUALLY IF THERE IS ANY SUSPICION OF SUBSTANCES THAT MAY INHIBIT THE GROWTH OF PLANT MATERIAL, SUCH AS HIGH SALT CONCENTRATION ALONG ROADS OR IN BAGGS SO THAT THIS SOIL MAY BE QUOTED AND NOT USED AS TOP SOIL.

**SITE TOPSOIL**

THE OWNER RESERVES THE RIGHT TO INSPECT TOPSOIL AT ITS SOURCE TO DETERMINE WHETHER OR NOT IT MEETS THE REQUIREMENTS SPECIFIED AND TO APPROVE THE DEPTH TO WHICH IT MAY BE STRIPPED.

**IMPORTED TOPSOIL**

- SEE EARTHWORK SPECIFICATION FOR DESCRIPTION OF IMPORTED TOPSOIL AND STORAGE OF SOIL.
- CONTRACTOR SHALL SUMBIT A CURRENT ANALYSIS OF IMPORTED TOP SOIL.
- AMENDED TOPSOIL PURCHASED FROM A SOIL VENDOR AND IMPORTED MAY BE APPROVED AS LONG AS IT PLANTER MIX BUT MUST CONTAIN A MINIMUM OF TWENTY-FIVE PERCENT (25%) ORGANIC MATERIAL AND SOIL THAT MEETS THE SPECIFICATION FOR IMPORTED TOP SOIL.
- CONTRACTOR SHALL SUMBIT A CURRENT ANALYSIS OF THE AMENDED TOPSOIL IF IMPORTED TO THE SITE.

**FERTILIZER**

- FERTILIZER SHALL BE DELIVERED TO THE SITE, MIXED AS SPECIFIED BY THE MANUFACTURER, IN THE ORIGINAL UNOPENED STANDARD SIZE BAGS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER.
- CONTAINERS SHALL BEAR THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS OR AN ORIGINAL VERIFIABLE CERTIFICATE OF COMPLIANCE COVERING ANALYSIS. THESE SHALL BE FURNISHED TO THE OWNER.
- STORE FERTILIZER IN A WEATHERPROOF PLACE AND IN SUCH A MANNER THAT IT SHALL BE KEPT DRY AND ITS EFFECTIVENESS SHALL NOT BE IMPAIRED.
- SUPERPHOSPHATE: SOLUBLE MATERIAL OF TREATED MINERALS, SLIGHTLY TO TWENTY PERCENT (16-20%) AVAILABLE PHOSPHORIC ACID.
- ORGANOPHOSPHATE FERTILIZER: COMPLETE FERTILIZER CONTAINING THE INDICATED PERCENTAGES OF AVAILABLE PLANT NUTRIENTS.
- GRANULAR: FOR VINCS, FLOWERS AND GROUNDCOVERS, PROVIDE A GRANULAR, SLOW RELEASE, COMMERCIAL FERTILIZER WITH AN ANALYSIS OF 20-30-5.

**ORGANIC SOIL AMENDMENT**

- ORGANIC MATERIAL, ORGANIC SOIL AMENDMENT SHALL BE APPROVED, CERTIFIED CLASS 1 COMPOST PRODUCT MEETING THE REQUIREMENTS OF THIS SPECIFICATION.
- COMPOST SHALL BE PRODUCED ON A SITE COMPLIANT WITH AND IN ACCORDANCE WITH COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CPHE) REGULATIONS PERTAINING TO SOIL WASTE COMPOSTING, EFFECTIVE SEPTEMBER 1, 2008.
- VENDORS SUPPLYING COMPOST SHALL SUPPLY WRITTEN CERTIFICATION OF COMPLIANCE WITH THESE REGULATIONS INCLUDING APPLICABLE PERMITS NUMBERS AND FACILITY CLASSIFICATION INFORMATION.
- COMPOST SHALL BE A TOTALY ORGANIC PRODUCT THAT HAS BEEN AEROBICALLY AND NATURALLY PROCESSED WITHOUT THE ADDITION OF CORROSIVE WOOD CHIPS, IN SUCH A MANNER AS TO MAINTAIN A CONSISTENT TEMPERATURE OF 140 DEGREES FAHRENHEIT OR GREATER FOR A PERIOD OF TIME SUFFICIENT TO CREATE THE FOLLOWING CHARACTERISTICS, MEASURED BY DRY WEIGHT.
- ORGANIC MATTER: 25%+.
- CARBON / NITROGEN RATIO -- LESS THAN 20:1. SALT CONTENT: 0.6 MMHCM/SQ INCH MAXIMUM PH RANGE: 6.0 - 8.0.
- LESS THAN 1% SOIL, DIRT OR SAND.
- MAXIMUM PARTICLE SIZE OF 1/4 INCH DIAMETER.
- FREE OF ALL HARMFUL (I.E. NOXIOUS WEED SEEDS, PATHOGENS AND BACTERIA).
- SUBMIT VERIFICATION OF SOURCE AND STANDARD COMPOST TEST RESULTS FROM AN APPROVED SOILS TESTING LABORATORY, TEN (10) DAYS PRIOR TO DELIVERY.

**MULCH**

- ONLY TYPES OF MULCHES TO BE USED AS STATED IN THE NOTES AND PLANS.
- CEGAR MULCH: DOUBLE SHREDED LONG, THIN FIBERS OF BARK & WOOD FROM WESTERN RED CEDAR, SUMMIT SAMPLE.
- WOOD CHIP: SPECIFIED ON THE DRAWINGS, SUMMIT SAMPLES, MAXIMUM 20% FRAGTURED PIECES.

**STAKING MATERIAL AND TREE WRAP**

- TREE WRAP: SHALL BE FIRST QUALITY, FOUR-INCH (4") WIDE, BUTANUMOUS IMPREGNATED TAPE, CORRUGATED OR CREPE PAPER, BROWN IN COLOR, SPECIFICALLY MANUFACTURED FOR TREE WRAPPING.
- TREE WRAP SHALL BE CLARS TREE WRAP OR APPROVED EQUIVALENT.
- SOIL TREE WRAP: WITH A FLEXIBLE NYLON TAPE STAMPING SPECIFICALLY DESIGNED FOR TYING PLANT MATERIAL, NO STAPLES, STRING, COD, CUT TAPE OR OTHER NON-ELASTIC MATERIAL WILL BE ACCEPTED.
- STRUCTURE: BE SIX FOOT (6') LENGTH WITH "T" POSTS 1.33 CERTIFIED ASTM #202 WITH BLADE, OR THIRTY-INCH (30") STEEL "T" POSTS AS DETERMINED BY THE NOTES, DETAIL, OR EXECUTION SECTION OF THE DRAWINGS.
- ALTERNATE STAKE MATERIAL MAY BE SUBMITTED TO THE OWNER FOR APPROVAL, PRIOR TO ORDER AND INSTALLATION.

**FABRIC TREE STRAPS**

- TREES SHALL BE SECURED TO STAKES USING MINIMUM TWO-INCH (2") WIDE NON-STRETCHING WEBBING WITH GRONNETTS FOR ATTACHMENT OF WIRE BETWEEN STRAP AND STAKE. STRAP SHALL BE OF

SUFFICIENT LENGTH IN RELATION TO TREE CALIPER SO THAT GRONNETTS AND WIRE DO NOT TOUCH TRUNK.

- FORESHOOT INDUSTRIES PS-1, NON-STRETCH TREE COLLAR STRAPS, OR APPROVED EQUIVALENT.
- OVERSIZED FABRIC TREE STRAPS ARE REQUIRED FOR EVERGREEN TREES TALLER THAN EIGHT FEET (8') AND ANY TREE THAT HAS A TRUNK TOO LARGE FOR NORMAL SIZE STRAPS.
- WIRE: SHALL BE TWELVE (12) GAUGE GALVANIZED STEEL WIRE.
- ALL WIRE SHALL BE MARKED WITH FLAGGING TAPE.

**WEED BARRIER FABRIC**

- WEED BARRIER FABRIC SHALL BE TYPE 1041 4 OUNCES/SQ. YARD GEO-TEXTILE POLYPROPYLENE FABRIC, OR MIRASPACE NONWOVEN LANDSCAPE GEOTEXTHIC, EARTH-TONE COLOR, OR APPROVED EQUAL.
- SUBMIT SAMPLE AND PRODUCT DATA FOR APPROVAL.

**EDGES**

- EDGER SHALL BE STEEL UNLESS OTHERWISE NOTED ON THE PLAN.
- STEEL EDGER SHALL BE SIX-INCH (6") DEPTH, 1/4 GAUGE, INTERLOCKING STEEL EDGE, POWDER COATED BLACK WITH A ROUNDED NON CUT TOP, STAKED WITH 1/4" METAL STAKES SUFFICIENTLY TO HOLD IN PLACE, AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
- QUADEDGE OR APPROVED EQUIVALENT.

**PLANT MATERIAL**

- ALL PLANTS SHALL BE THE SPECIES, SUBSPECIES OR CULTIVAR DESIGNATED ON THE DRAWINGS. NO SUBSTITUTIONS WILL BE ACCEPTED WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNER. ALL PLANTS SHALL MEET OR EXCEED THE CODE OF THE STANDARDS CURRENTLY RECOMMENDED BY THE "COLORADO NURSERY ACT" AND ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, AS WELL AS THE ANSI Z60.1 "AMERICAN STANDARD FOR NURSERY STOCK," LATEST VERSION, BUT UPGRADED TO MEET THE FOLLOWING ADDITIONAL REQUIREMENTS.
- UNLESS SPECIFICALLY NOTED OTHERWISE, ALL PLANTS SHALL BE OF SELECTED SPECIMEN QUALITY, EXCEPTIONALLY HEAVY, SYMMETRICAL, TIGHTLY KNIT, SO TRAINED OR FAVORED IN THEIR DEVELOPMENT AND APPEARANCE AS TO BE SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND INVOLVEMENT.
- ALL PLANTS SHALL HAVE A NORMAL HABIT, SOUND, HEALTHY, VIGOROUS PLANTS WITH WELL-DEVELOPED ROOT SYSTEM.
- PLANTS SHALL BE FREE OF DISEASE, INSECT PESTS, EGGS OR LARVAE.
- PLANTS SHALL NOT BE PRUNED BY THE CONTRACTOR BEFORE DELIVERY.
- ALL PLANTS SHALL HAVE BEEN GROWN UNDER CLIMATIC CONDITIONS SIMILARY TO THOSE IN THE LOCALITY OF THE SITE OF THE PROJECT UNDER CONSTRUCTION OR HAVE BEEN ACCUSTOMED TO SUCH CONDITION FOR AT LEAST TWO (2) YEARS.
- ALL PLANTS DESIGNATED BALLED AND BURLAPPED (BB&B) MUST BE MOVED WITH THE ROOT SYSTEMS AS SOLID UNITS WITH BALLS OF EARTH FIRMLY WRAPPED WITH BURLAP PINNED TIGHT AND SECURED WITH TWINE AND A WIRE ASBEST THAT HAS BEEN TIGHTENED TO THE BALL.
- THE DIAMETER AND DEPTH OF THE BALLS OF EARTH MUST BE SUFFICIENT TO ENCOUNTER THE FIBRIOUS ROOT FEEDINGS SYSTEMS NECESSARY FOR THE HEALTHY DEVELOPMENT OF THE PLANT AND COMPLY WITH ANSI Z60.1.
- NO PLANT SHALL BE ACCEPTED UNTIL THE BALL OF EARTH SURROUNDING ITS ROOTS HAS BEEN BADLY CRACKED OR BROKEN PREPARATORY TO OR DURING THE PROCESS OF PLANTING.
- ALL PLANTS THAT CANNOT BE PLANTED AT ONCE MUST BE HELED-IN BY SETTING IN THE GROUND AND COVERING THE BALLS WITH SOIL OR MULCH AND SUFFICIENTLY WATERED TO PREVENT DRYING.

**PLANT MATERIAL CONT:**

- BURLAP AND TWINE MADE FROM HEMP IS PREFERABLE TO SYNTHETIC FIBRES SUCH AS NYLON.
- APPROXIMATE MINIMUM BALL SIZE FOR TREES ARE AS FOLLOWS, CHECK WITH AMERICAN STANDARD NURSERY STOCK FOR EXACT SPECIFICATIONS FOR EACH SPECIES [ANSI Z60.1].
- TREE SPECIES MINIMUM BALL DEPTH/MINIMUM BALL DIAMETER] 1/2" CALIPERS/6'2"2"2" CALIPERS/22'12"2" CALIPERS/24'3"

**DECIDUOUS SHADE AND ORNAMENTAL TREES**

- PROVIDE #8&8 TREES OF SIZES LISTED ON THE PLAN. SIZES INDICATE MINIMUM HEIGHT OR CALIPER.
- ALL DECIDUOUS SHADE AND ORNAMENTAL TREES SHALL HAVE FULL, WELL-SHAPED CROWNS.
- TREES WITH ABRASION OF THE BARK, SUNDRIES, DISFIGURING KNOTS OR FRESH CUTS OF LIMBS OVER ONE INCH (1") WHICH HAVE NOT BEEN SPECIFICALLY CALLOUSED, SHALL BE REJECTED.



LANDSCAPE INSTALLATION CONT:

FINISH AND FINE GRADING

- POSITIVE SURFACE DRAINAGE: THE CONTRACTOR SHALL FINISH AND FINE GRADE THE PROJECT AREA TO ESTABLISH AN EVEN AND WELL-MATCHED GRADE OVER THE ENTIRE SURFACE. POSITIVE SURFACE DRAINAGE SHALL BE ASSURED, AND THERE SHALL BE NO DEPRESSIONS, SUBSEQUENT SETTLING OR IRREGULARITIES IN THE FINISHED GRADE.
- TRANSITIONAL AREAS: AT ANY TRANSITIONAL POINT OR LINE WHERE ONE PLANE INTERSECTS ANOTHER, SUCH AS FROM A SLOPING AREA OR BERM TO A LEVEL AREA, A SMOOTH AND GENTLE TRANSITION SHALL BE MADE.
- THERE SHALL BE NO ABRUPT CHANGES IN GRADE WHICH MAY APPEAR UNSIGHTLY OR MAY CAUSE MOWING OPERATIONS TO DAMAGE THE GRASSES, UNLESS SPECIFICALLY NOTED OTHERWISE. THERE SHALL ALSO BE A SMOOTH TRANSITION BETWEEN EXISTING TURF AND NEW TURF.

AMENDMENTS FOR SOIL PREPARATION

THE SCHEDULE OF SOIL AMENDMENTS FOR VARIOUS PROJECTS AREAS ARE LISTED BELOW AS A BENCHMARK. THE PROJECT SPECIFIC AMENDMENT SCHEDULE SHALL BE DETERMINED BY THE OWNER WITH THE CONTRACTOR AFTER REVIEW OF AN ANALYSIS OF SITE TOP SOIL FROM A SOIL TESTING LAB EQUIPPED TO EXAMINE SOIL FOR HORTICULTURAL USE. SEE SOIL ANALYSIS, SITE TOPSOIL, AND IMPORTED TOP SOIL SECTION.

- **RECORDING INFO:** SHRUB, GROUNDCOVER AND PERENNIAL BEDS: ADD NOT LESS THAN THE FOLLOWING QUANTITIES OF SPECIFIED AMENDMENT MATERIALS TO ON-SITE TOP SOIL:

- ORGANIC SOIL AMENDMENT: 5 CUBIC YARDS PER 1000 SF
- COMMERCIAL FERTILIZER (20-10-10): 10 LBS. PER 1000 SF
- SUPERPHOSPHATE @ 20% P2O5: 10 LBS. PER 1,000 SF
- **PLANTING FILLING:** BACKFILL FOR LOWER PORTION OF TREE AND SHRUB PITS BELOW THE DEPTH OF ANY ADJACENT AMENDED TOP SOIL SHALL BE:

- IMPORTED TOP SOIL: 1/3 BY VOLUME
- SUB SOIL EXCAVATED FROM TREE PIT: 1/3 BY VOLUME, OR
- ORGANIC SOIL AMENDMENT: 1/3 BY VOLUME
- SUB SOIL EXCAVATED FROM TREE PIT: 2/3 BY VOLUME

SOIL PREPARATION

- THE CONTRACTOR SHALL COMPLETE FINISHED GRADING OF ALL LANDSCAPED AREAS.
- SHRUB, GROUNDCOVER AND ANNUAL/PERENNIAL BEDS: SPREAD SPECIFIED AMENDMENT MATERIALS EVENLY OVER BED AREAS APPROXIMATELY TWO INCHES (2") DEEP AND THOROUGHLY INCORPORATE BY RETOILING OR FINE DRAINING (MAX. 1" SIZE, TO A MIN. DEPTH OF TWELVE INCHES (12")).
- THE AREAS SHALL THEN BE COMPACTED, FINE GRADED AND RAKED TO MEET THE APPROVED FINISHED GRADE. THE SURFACE SHALL BE SMOOTH AND LOOSE AND OF FINE TEXTURE.
- **PLANTERS CONES:** AREAS THAT ARE CONTAINED BY PAVING OR WALLS THAT MAY OR MAY NOT BE RAISED ABOVE GRADE, AREAS ADJACENT TO FOUNDATIONS AND ANY AREA WITH EXISTING WOODY PLANTS TO BE PRESERVED:
- SPREAD PLANTER MIX TO A MIN. DEPTH OF NINE INCHES (9") UNLESS SPECIFIED OTHERWISE ON THE PLAN. IN THE NOTES OR IN THE DETAIL, THE AREAS SHALL THEN BE SETTLED, FINE GRADED AND RAKED TO MEET THE APPROVED FINISHED GRADE.
- THE SURFACE SHALL BE SMOOTH AND LOOSE AND OF FINE TEXTURE. AMENDED TOPSOIL PURCHASED FROM A SOIL VENDOR AND IMPORTED MAY BE APPROVED AS SOIL. IF AMENDED TOPSOIL IS IMPORTED, CAREFULLY AND THOROUGHLY MIX THE SOIL AMENDMENTS INTO THE TOP SIX INCHES (6") OF SOIL.
- RESTORE AREAS TO SPECIFIED CONDITION IF ERODED OR OTHERWISE DISTURBED AFTER FINE GRADING AND PRIOR TO PLANTING.

TREES AND SHRUB PLANTING OPERATIONS

- PLANTING OPERATIONS SHALL BE PERFORMED AT A STEADY RATE OF WORK UNLESS WEATHER CONDITIONS MAKE IT IMPOSSIBLE TO WORK.
- NO PLANT MATERIAL SHALL BE PLANTED IN FROZEN GROUND.

SOIL CONDITIONS

- IF ROCK OR OTHER UNDERGROUND OBSTRUCTION IS ENCOUNTERED, THE OWNER MAY REQUIRE PLANT PITS TO BE RELOCATED, THE PITS ENLARGED, OR THE PLANTS DELETED FROM THE CONTRACT.
- PLANT PIT DRAINAGE: IN RANDOM TREE/SHRUB HOLES (MINIMUM 20") THROUGHOUT THE SITE BUT IN PARTICULAR IN PLANT PITS NEAR BUILDINGS, FILL WITH WATER AND LET STAND FOR TWENTY-FOUR (24) HOURS. AT THE END OF TWENTY-FOUR (24) HOURS, CHECK HOLE FOR DRAINAGE OF WATER. REFILL THE HOLES AND INSPECT AGAIN AT TWENTY-FOUR (24) HOURS. IF THE WATER HAS NOT PERCOLATED COMPLETELY INTO SOIL, CONTACT THE OWNER FOR ADDITIONAL MEASURES TO INSURE PROPER DRAINAGE.

DELIVERY AND STORAGE

- PLANTS TRANSPORTED TO THE PROJECT IN OPEN VEHICLES SHALL BE COVERED WITH TARP/AULINS OR OTHER SUITABLE COVERS SECURELY FASTENED TO THE BODY OF THE VEHICLE TO PREVENT INJURY TO THE PLANTS.
- CLOSED VEHICLES SHALL BE ADEQUATELY VENTILATED TO PREVENT OVERHEATING OF THE PLANTS.
- EVIDENCE OF INADEQUATE PROTECTION FOLLOWING DIGGING, CARELESSNESS WHILE IN TRANSIT, OR IMPROPER HANDLING OR STORAGE SHALL BE CAUSE FOR REJECTION.
- ALL PLANTS SHALL BE KEPT MOIST, FRESH, AND PROTECTED.
- SUCH PROTECTION SHALL ENCOMPASS THE ENTIRE PERIOD DURING WHICH THE PLANTS ARE IN TRANSIT, BEING HANDLED, OR ARE IN TEMPORARY STORAGE.

PLANTING

- **PLANTING PITS**
- HOLES FOR BALLED AND BURLAPPED (B&B) TREES AND SHRUBS SHALL BE AT LEAST TWO TIMES THE DIAMETER OF THE ROOT BALL.
- HOLES FOR SHRUBS, PERENNIALS, GROUNDCOVERS AND VINES IN POTS SHALL BE AT LEAST TWO TIMES THE DIAMETER OF THE POT.
- PLANTS SHALL BE LOCATED IN THE CENTER OF THE HOLES.
- PLACE ROOT BALLS ON UNDISTURBED SOIL WITH A MAXIMUM OF TWO INCHES (2") OF LOOSE TOPSOIL IN THE BOTTOM OF THE HOLE TO ENSURE ALL OF THE ROOT SYSTEM IS IN CONTACT WITH SOIL AND NOT AIR.
- TOP OF SHRUB ROOT CROWN SHALL BE ZERO TO ONE INCH (0-1") ABOVE ADJACENT FINISH GRADE, BUT NOT LOWER THAN ADJACENT FINISH GRADE.
- TOP OF TREE ROOT FLARE SHALL BE ZERO TO THREE INCHES (2"-3") HIGHER THAN ADJACENT FINISH GRADE, BUT NOT LOWER THAN ADJACENT FINISH GRADE.
- DO NOT USE ANY MATERIAL TO RAISE TREES AFTER THEY HAVE BEEN PLACED IN THE HOLE UNLESS DIRECTED BY THE OWNER. SEE DETAILS FOR ADDITIONAL INFORMATION.
- **ROOT SYSTEM**
- B&B PLANTS SHALL BE PLANTED WITH ROOT BALL INTACT AND UNDAMAGED.
- AFTER BEING PLACED IN THE PIT, ALL B&B PLANT MATERIAL SHALL HAVE ALL CONTAMINATION MATERIAL REMOVED FROM THE TRUNK AND THE TOP TWO-THIRDS (2/3) OF THE ROOT BALL.
- THIS INCLUDES THE BURLAP AND WILCOX TWINE.
- REMOVE THE WIRE BASKET FROM THE ENTIRE HEIGHT OF THE ROOT BALL ON ALL SIDES.
- IF THE PLANT IS IN A PLASTIC POT, REMOVE THE POT PRIOR TO PLACING THE PLANT IN THE PIT.
- IF THE PLANT IS IN A FIBER POT LARGER THAN SEVEN (7) GALLONS REMOVE THE POT AFTER PLACING THE PLANT IN THE PIT.
- CONTAINER GROWN PLANTS SHALL HAVE ROOT MASS SCORED VERTICALLY ON FOUR SIDES PRIOR TO PLANTING TO ENCOURAGE THE ROOTS TO SPREAD INTO THE BACKFILL SOIL.
- ROOT BALLS THAT ARE BROKEN APART AFTER CONTAINMENT IS REMOVED ARE DAMAGED AND SHALL BE REJECTED.
- SEE DETAILS FOR ADDITIONAL INFORMATION.

BACKFILL

- PLACE SPECIFIED AMENDED BACKFILL IN MAXIMUM EIGHT-INCH (8") LAYERS AND THEN WATER EACH LAYER TO SETTLE THE SOIL BEFORE THE NEXT LAYER IS PLACED.
- SOIL SHALL BE LIGHTLY TAMPED UNDER THE EDGES OF THE PLANTS AND PLACE ENOUGH SOIL TO MAINTAIN FINISHED GRADE AFTER SETTLING.
- NO MECHANICAL COMPACTION WILL BE ALLOWED.

- MULCH RINGS FOR TREES IN SOO OR SEEDS AREAS SHALL COMPLY WITH REQUIREMENTS OF THE DETAILS.

TEMPORARY WATERING SAUCER

- A WATERING SAUCER, RING OR DAM MAY BE PROVIDED AROUND EACH PLANT, BUT SHALL BE REMOVED AND MULCHED PER DETAILS PRIOR TO SUBSTANTIAL COMPLETION.
- **IRRIGATION**
- COORDINATE WITH IRRIGATION SUB-CONTRACTOR IN ORDER TO MINIMIZE FUTURE DISTURBANCE OF BACKFILL SOIL WHEN SUBSURFACE DRIP IRRIGATION IS INSTALLED AROUND TREES.

PRUNING

- PRUNE TREES AND SHRUBS AFTER PLANTING IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE.
- PRUNE TREES AND SHRUBS TO RETAIN REQUIRED HEIGHT, SPREAD AND NATURAL CHARACTER.
- DO NOT CUT TREE LEADERS.
- REMOVE ONLY DAMAGED OR DEAD BRANCHES FROM SHADE & ORNAMENTAL TREES.
- REMOVE AND REPLACE EXCESSIVELY PRUNED OR MIS-SHAPED STOCK RESULTING FROM IMPROPER PRUNING.

WOUNDING/STAKING AND WRAPPING

- GUY AND STAKE TREES IMMEDIATELY AFTER PLANTING, AS SHOWN ON PLANTING DETAILS.
- WRAP DECIDUOUS TREE TRUNKS PER PLANTING DETAILS BETWEEN OCTOBER 1ST AND NOVEMBER 1ST.
- BEFORE WRAPPING, NOTIFY THE OWNER AND REQUEST AN INSPECTION OF TREE TRUNKS FOR INJURY, IMPROPER PRUNING, AND INSECT INFESTATION.
- LANDSCAPE CONTRACTOR SHALL REMOVE ALL WRAPPINGS BETWEEN APRIL 1ST AND MAY 1ST.

WEED BARRIER FABRIC

- THE WEED BARRIER FABRIC SHALL BE PLACED OVER THE SOIL IN ALL PLANTING AREAS MULCHED WITH ROCK OR COBBLE.
- OVERLAP EDGES A MINIMUM OF TWELVE INCHES (12").
- THE MAT SHALL BE SECURED IN PLACE BY 500 PINS PER MANUFACTURER'S RECOMMENDATIONS.
- ALL SHRUB BEDS SHALL CONTAIN WEED BARRIER FABRIC AND FOUR INCH (4") DEPTH OF ROCK MULCH UNLESS NOTED OTHERWISE ON THE PLANS.

LANDSCAPE INSTALLATION CONT:

ORGANIC MULCH, BREEZE, GRAVEL, ROCK AND COBBLE

- APPLY MATERIALS SO THAT THE TOP OF THEIR SURFACE IS LEVEL WITH ADJACENT FINISHED GRADE AS DETAILED AND ENSURE THE MINIMUM DEPTH IS AS SPECIFIED AFTER SETTLEMENT AND COMPACTION.
- SHREDDED CEDAR MULCH SHALL BE SPREAD AT A MINIMUM THREE-INCH (3") DEPTH FOR TREES IN TURF AND NATIVE GRASS SEED AREAS. REFER TO PLANTING DETAILS FOR ADDITIONAL INFORMATION.
- SPECIFIED GRAVEL OR ROCK MULCH SHALL BE SPREAD AT A MINIMUM THREE-INCH (3") DEPTH FOR DRAINAGE WARPS, SHRUBS, ORNAMENTAL GRASSES AND TREES IN BEDS UNLESS DEFINED DIFFERENTLY ON THE PLANS OR IN THE NOTES.
- SPECIFIED COBBLE SHALL BE SPREAD AT A MINIMUM EIGHT-INCH (8") DEPTH. HAND SELECT AND PLACE EACH COBBLE CLOSE TOGETHER FILLING THE LARGER VOIDS WITH SMALLER COBBLE AND LEAVING VOIDS NO GREATER THAN ONE INCH (1").
- CONTRACTOR SHALL PREPARE A ONE HUNDRED (100) SQUARE FEET MINIMUM SAMPLE AREA FOR REVIEW BY THE OWNER AND THE CONTRACTOR SHALL MAKE ADJUSTMENTS AS MAY BE REQUESTED BY THE OWNER.

RESTORATION AND CLEANING

- **RESTORATION AND REPAIR**
- PROPERLY REPAIR IRRIGATION SYSTEM COMPONENTS, UNDERGROUND PIPE, ELECTRIC WIRING AND OTHER UTILITIES DAMAGED BY THIS WORK.
- EXCESS MATERIALS AND DEBRIS
- REMOVE PALLET, UNUSED SOO, AND OTHER DEBRIS FROM THE PROJECT SITE.
- CLEAN PAVED AREAS OVER WHICH OPERATIONS HAVE BEEN CONDUCTED.
- EMPTY CONTAINERS, ROCKS, CLODS AND OTHER DEBRIS SHALL BE REMOVED DAILY AND NOT ALLOWED TO ACCUMULATE THROUGHOUT THE ENTIRE OPERATION OF PLANTING.
- THE SITE SHALL BE KEPT AS Tidy AS POSSIBLE AT ALL TIMES.
- ANY SOIL, OR SIMILAR MATERIAL WHICH HAS BEEN BROUGHT ONTO PAVED AREAS BY WORK OPERATIONS, SHALL BE REMOVED PROMPTLY BY SWEEPING AND, IF NECESSARY, WASHING.
- UPON COMPLETION OF THE PLANTING, ALL EXCESS SOILS, ROCKS AND DEBRIS WHICH HAVE NOT PREVIOUSLY BEEN CLEANED UP SHALL BE REMOVED FROM THE SITE.
- ALL GROUND AREAS DISTURBED AS A RESULT OF PLANTING OPERATIONS SHALL BE RESTORED TO THE DESIRED FINISH GRADE.

WATERING

- THE CONTRACTOR IS RESPONSIBLE FOR THE DISTRIBUTION OF WATER FROM THE SOURCE PROVIDED BY THE OWNER.
- THE CONTRACTOR SHALL APPLY WATER IN A MANNER CONSISTENT WITH THESE SPECIFICATIONS AND DEEMED APPROPRIATE BY THE OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WATERING NECESSARY UNTIL FINAL ACCEPTANCE OR FULL ESTABLISHMENT, WHICHEVER IS LATER.
- ALL AREAS OF THE SITE SHALL BE WATERED IN A MANNER TO AVOID EXCESSIVE QUANTITIES IN SMALL AREAS, EROSION OR DAMAGE TO ADJACENT FINISHED SURFACES AND IN COMPLIANCE WITH CITY OF COMMERC WATERING RESTRICTIONS OR PERMIT IF APPLICABLE.
- TREES, SHRUBS, ORNAMENTAL GRASSES, GROUNDCOVERS, PERENNIALS AND ANNUALS SHALL BE WATERED TWICE WITHIN THE FIRST TWENTY-FOUR HOURS AFTER PLANTING. WATER SHALL BE APPLIED AT LOW PRESSURE TO THOROUGHLY SOAK THE PLANTING SITE WITHOUT DISLODGING THE SOIL.
- THE CONTRACTOR SHALL COMPLY WITH CITY OF COMMERC WATER USE RESTRICTIONS.

UNITS, SUCH THOSE ARE APPROVED BY THE BOARD OF SUPERVISORS. ADDRESS: 17900 E. PARISH DRIVE, NORTH COMMERCE CITY, CO 80022 AT THE OFFICE OF THE BOARD OF SUPERVISORS. DISAPPROVED BY THE BOARD OF SUPERVISORS. AUTHORIZATION.

PREPARED FOR

REUNION METROPOLITAN DISTRICT  
17900 E. PARISH DRIVE, NORTH  
COMMERCE CITY, CO 80022  
AT THE OFFICE OF THE BOARD OF SUPERVISORS.  
(303) 298-5403

**JR ENGINEERING**  
A Reunion Company  
Created: 3/15/2020 10:30 AM • Colorado, Spring 719-591-2963  
For: Callie 719-497-8888 • www.jrengineering.com

BY DATE		BY DATE	
NO.	REVISION	NO.	REVISION
1	AMENDMENT	1	AMENDMENT
2	2/7/20/2020	2	2/7/20/2020
3	3/15/2020	3	3/15/2020
4	4/15/2020	4	4/15/2020
5	5/15/2020	5	5/15/2020
6	6/15/2020	6	6/15/2020
7	7/15/2020	7	7/15/2020
8	8/15/2020	8	8/15/2020
9	9/15/2020	9	9/15/2020
10	10/15/2020	10	10/15/2020
11	11/15/2020	11	11/15/2020
12	12/15/2020	12	12/15/2020

100% FOR CONSTRUCTION  
12TH ANNUAL  
IMPROVEMENTS PHASE 1  
LANDSCAPE  
SPECS

811  
Know what's below.  
Call before you dig.

terradna  
design  
100% LANDSCAPE  
DESIGN  
FOR 2020-2021

SHEET L-11 OF 20  
JOB NO. 14421-50

[illegible]

#### IRRIGATION CONSTRUCTION NOTES

- [illegible]

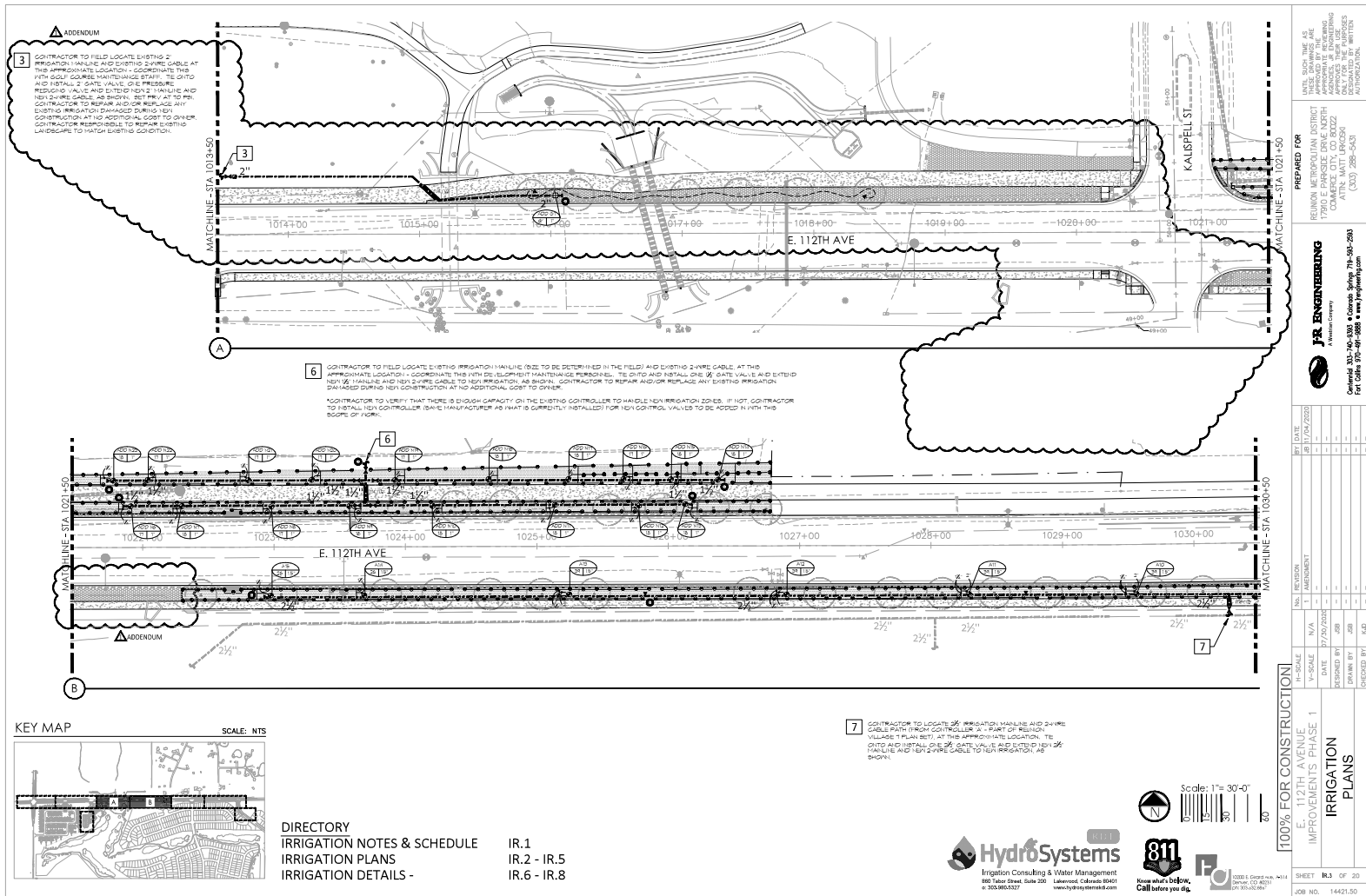

**HydroSystems**  
 Irrigation Consulting & Water Management  
 880 Taber Street, Suite 200  
 Lakewood, Colorado 80401  
 e: 303.980.5327  
[www.hydrosystemsllc.com](http://www.hydrosystemsllc.com)

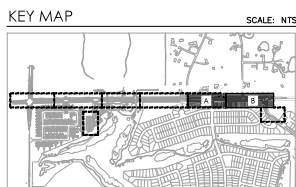
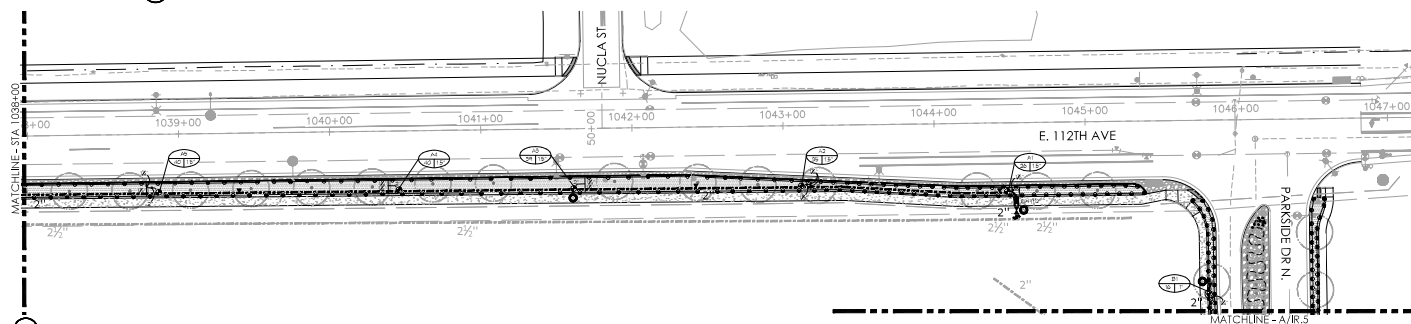
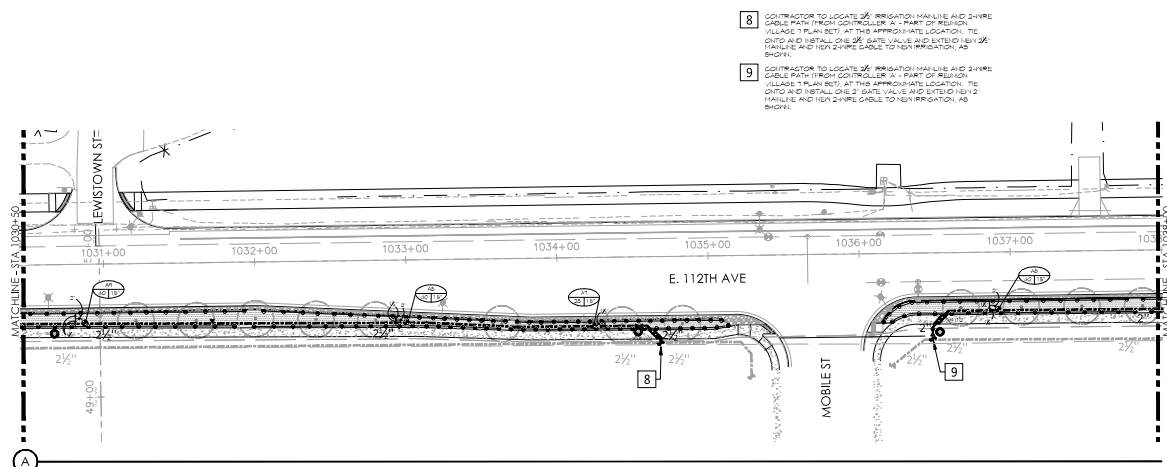

**811**  
 Know what's below,  
 Call before you dig.


**FO**  
 1000 E. Grand Ave., Suite 100  
 Denver, CO 80202  
 (303) 733-8867

100	IMP	IR
SHEET	IRJ	OF 20
JOB NO.	14421.50	







DIRECTORY  
IRRIGATION NOTES & SCHEDULE  
IRRIGATION PLANS  
IRRIGATION DETAILS -

IR.1  
IR.2 - IR.5  
IR.6 - IR.8

**HydroSystems**  
Irrigation Consulting & Water Management  
890 Tabor Street, Suite 205 Lakewood, Colorado 80401  
or 303.980.5327 [www.hydrossystemski.com](http://www.hydrossystemski.com)



Know what's below

10000 E. Girard Ave., #31  
Denver, CO 80231

1008/ FOD CONSTRUCTION

E 113TH AVENUE

E. TIZIF AVENUE  
IMPROVEMENTS PHASE 1

## IRRIGATION

## PLANS

1111

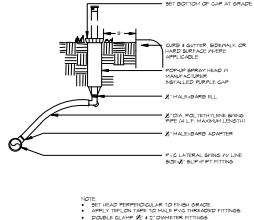
JOB NO.	14421-50
---------	----------





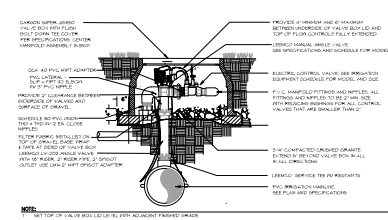






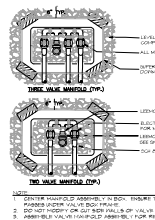
POP-UP SPRAY HEAD  
SWING PIPE - PVC - NON-POTABLE

20



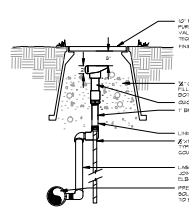
ELECTRIC CONTROL VALVE

21



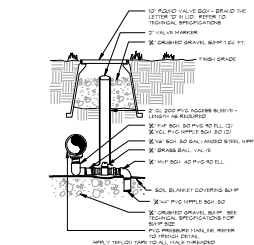
VALVE CLUSTER

22



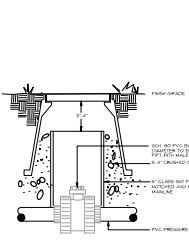
QUICK COUPLING VALVE  
LASCOSWING - NON-POTABLE

23



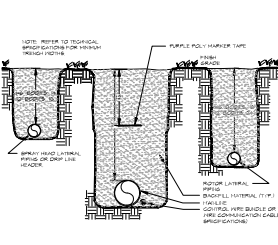
MANUAL DRAIN VALVE  
TYPICAL

24



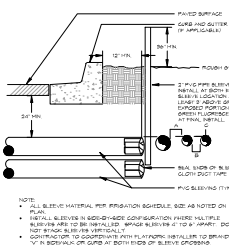
ISOLATION VALVE  
2" AND SMALLER

25



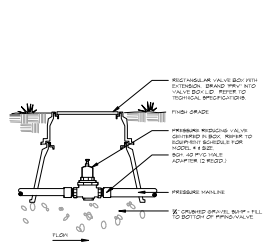
TRENCH  
24" MAINLINE - PURPLE TAPE

26



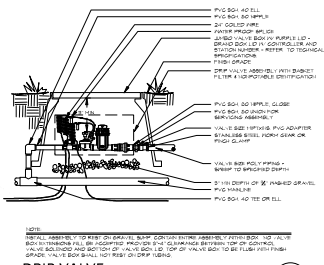
IRRIGATION SLEEVING  
TYPICAL

27



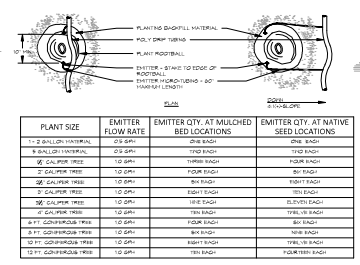
PRESSURE REDUCING VALVE  
2" & SMALLER - TYPICAL

28



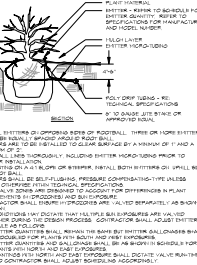
DRIFT VALVE

29



DRIFT EMITTER  
BELOW GRADE

30



DRIFT FLUSH VALVE  
WITH OPERATIONAL INDICATOR - NONPOTABLE

31

DIRECTORY  
IRRIGATION NOTES & SCHEDULE  
IRRIGATION PLANS  
IRRIGATION DETAILS -

IR.1  
IR.2 - IR.5  
IR.6 - IR.8

HydroSystems  
Irrigation Consulting & Water Management  
800-246-6527  
www.hydro-systems.com

811  
Call before you dig.  
F.O. 1000 E. 100th Ave. Suite 100  
Denver, CO 80231  
(303) 298-5431

100% FOR CONSTRUCTION  
10% FOR CONSTRUCTION  
IMPROVEMENTS PHASE 1

IRRIGATION DETAILS -  
GOLF COURSE

SHEET  
IR.6 OF 20

JOB NO. 14421-50

PREPARED FOR  
REUNION METROPOLITAN DISTRICT  
1700 E. PARRISH DRIVE, NORTH  
COMMERCIAL CITY, CO 80022  
AT THE REQUEST OF  
REUNION METROPOLITAN DISTRICT  
(303) 298-5431

JR ENGINEERING  
A Reunion Company  
303-298-5431  
303-298-5431  
303-298-5431



# BrightView Landscape Development, Inc.

## Potential Change Item

No. 00003

**Title:** Amendment #1 - Landscape and Irrigation Changes

**Date:** Dec 11, 2020

**Project:** Reunion Metro District 112th A

**Job:** 111914

**Attn:** Michele Tom

Reunion Metropolitan District

17910 E Parkside Dr N,

Commerce City, CO 80022

**Phone:**

**Description Of Estimate:**

Estimate for LS & IRR changes associated with Amendment #1 dated 10/26/20 and associated plans dated 11/04/20

### Breakdown Of Work

Item	Description of Work	Quantity	Units	Unit Price	Net Amount
1	See attached	1.00	LS	17,525.64	\$17,525.64
				<b>Total :</b>	<b>\$17,525.64</b>

**Estimated Time Extension**    0    Days

This estimate will remain in effect for 30 days, unless otherwise noted. After expiration, a new estimate will be submitted upon request

**Notes:**

- ☒ This work will not be done until approved and written change order is issued.
- ☐ A signature below authorizes us to proceed with the work described above, at the stated prices.
- ☐ Extension of time necessary for this change: 0 consecutive working days.
- ☐ This work was done in accordance with your order to proceed: Please issue change order.

**Prepared By:** \_\_\_\_\_

Seth McCabe

BrightView Landscape Development, Inc.

**Date:** Jan 06, 2021

**Approved By:** \_\_\_\_\_

Michele Tom

Reunion Metropolitan District

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

Shawn Wissel

Digitally signed by Shawn Wissel  
DN: cn=US, e=shawn@contourservices.com,  
o=Contour Services, ou=PM, cn=Shawn  
Wissel  
Date: 2021.02.17 15:42:03-07'00'

**Reunion Metropolitan District  
RMD Landscape Improvements - 112th Avenue**

January 6, 2021

**Addendum 1A - LS & IRR Changes**

DESCRIPTION	QUANTITY	PRICE	TOTAL PRICE
Mobilization, General Conditions, Supervision	1 EA	\$353.50	\$353.50
<b>Landscape Materials</b>			
(CSC) Catalpa Speciosa Catalpa, Western	2 EA	\$460.00	\$920.00
(GDE) Gymnocladus Dioicus Espresso Seedless Kentu	1 EA	\$510.00	\$510.00
(QBS) Quercus Bicolor Oak, Swamp White	2 EA	\$490.00	\$980.00
(QRN) Quercus Rubra Oak, Northern Red	2 EA	\$490.00	\$980.00
(TCG) Tilia Cordata 'Greenspire' Linden, Greenspi	1 EA	\$490.00	\$490.00
(CCG) Crataegus Crus-Galli Inermis	3 EA	\$350.00	\$1,050.00
(MPC) Malus x 'Prairifire' Prairifire Crabapple	-2 EA	\$350.00	-\$700.00
(SRL) Syringa Reticulata	4 EA	\$350.00	\$1,400.00
(PE) Pinus Edulis Pinion Pine	2 EA	\$380.00	\$760.00
(JCA) Juniperus Chinensis Armstrongii Armstrong J	-33 EA	\$42.00	-\$1,386.00
(CCB) Caryopteris x Clandonensis 'Dark Knight' Bl	-27 EA	\$29.00	-\$783.00
(PAR) Perovskia Atriplicifolia Russian Sage	-9 EA	\$30.00	-\$270.00
(PCP) Prunus x Cistena Purple Leaf Plum	-5 EA	\$35.00	-\$175.00
(POD) Physocarpus Opifolius DiabloDiablo Ninebark	-6 EA	\$30.00	-\$180.00
(POL) Physocarpus Opifolius Little Devil Little D	-41 EA	\$37.00	-\$1,517.00
(RNW) Rosa 'Nearly Wild' Nearly Wild Shrub Rose	-33 EA	\$42.00	-\$1,386.00
(ACR) Agastache Coronado Red Coronado Red Hyssop	-36 EA	\$14.25	-\$513.00
(ECL) Epilobium Canum Latifolium Hummingbird Flowe	-15 EA	\$14.25	-\$213.75
(HSO) Hemerocallis 'Stella De Oro' Dwarf Gold Day	-32 EA	\$14.25	-\$456.00
(CAK) Calamagrostis acutiflora, Karl Forester Fea	-19 EA	\$13.50	-\$256.50
(PAH) Pennisetum Alopecuroides 'Hameln' Dwarf Foun	-70 EA	\$15.75	-\$1,102.50
(SWG) Sporobolus Wrightii Giant Sacaton Grass	-23 EA	\$15.75	-\$362.25
Rock Mulch (4"-6" Cobble, 6" depth)	-13,541 SF	\$1.90	-\$25,727.90
5"-12" Gray Rose Cobble (Boulder Creek)	13,541 SF	\$2.55	\$34,529.55
Rock Mulch (4"-6" Cobble, 6" depth)	7,218 SF	\$1.90	\$13,714.20
Weed Barrier Fabric	7,218 SF	\$0.22	\$1,587.96
Sod	-7,218 SF	\$0.60	-\$4,330.80
Soil Ammendment (Planting Beds & Sodded Areas)	-36 CY	\$32.00	-\$1,152.00
Rock Mulch (Planting Beds) 1.5" Rainbow Rock Granite	-11,808 SF	\$0.75	-\$8,856.00
Soil Ammendment (Planting Beds & Sodded Areas)	-54 CY	\$32.00	-\$1,728.00
Rock Mulch (4"-6" Cobble, 6" depth)	11,808 SF	\$1.90	\$22,435.20
Rock Mulch (Planting Beds) 1.5" Rainbow Rock Granite	-1,610 SF	\$0.75	-\$1,207.50
5"-12" Gray Rose Cobble (Boulder Creek)	1,610 SF	\$2.55	\$4,105.50

**JR Comments:**

**Rock Mulch 4-6":**

BSA -

112A.11 -4108 @.75/SF = -\$3,801.00

\*112A.251 +3405 @.75/SF = \$2,553.75

112A.58 -150 @.75/SF = -\$112.50

Total for BSA = -853@.75/SF = -\$639.75

BSB -

\*112B.251 +11,808@1.90/SF = \$22,435.20

BSC -

112C.25 -5470@1.90/SF = -\$10,393.00

**Total for All Bid Schedules -**

**5485 SF \$11,402.45**

**See 2nd Page for Grand Total & Qualifications**

**Irrigation Materials**

Point of Connection - 2" Mainline and Wire	-2 EA	\$500.00	-\$1,000.00
Pressure Reducing Valve	-1 EA	\$570.00	-\$570.00
2" CL 160 Sleeve	-76 LF	\$6.50	-\$494.00
4" CL 160 Sleeve	1 LF	\$24.00	\$24.00
1.5" PVC Mainline w/ fittings	-9 LF	\$4.50	-\$40.50
2" PVC Mainline w/ fittings	49 LF	\$5.00	\$245.00
1" CL 200 BE PVC Lateral	-1,454 LF	\$2.25	-\$3,271.50
1.25" CL 200 BE PVC Lateral	-91 LF	\$2.50	-\$227.50
1.5" CL 200 BE PVC Lateral	-10 LF	\$2.75	-\$27.50
2" CL 200 BE PVC Lateral	-25 LF	\$3.25	-\$81.25
1.5" Gate Valve	-1 EA	\$80.00	-\$80.00
2" Gate Valve	-1 EA	\$310.00	-\$310.00
Drip Line Blow-Out Stub	2 EA	\$86.00	\$172.00
Drip Shrub Beds	-275 LF	\$1.20	-\$330.00
Quick Coupling Valve	-2 EA	\$310.00	-\$620.00
1.5" Electric Control Valve PESB	-5 EA	\$320.00	-\$1,600.00
1.5" Electric Control Valve IRRITROL 700	-3 EA	\$350.00	-\$1,050.00
Two-Wire Surge Arrestor	-1 EA	\$250.00	-\$250.00
Two-Wire Cable	338 LF	\$0.54	\$182.52
AWG Wire	-218 LF	\$0.13	-\$28.34
6" Pop-up Spray Head	-64 EA	\$25.00	-\$1,600.00
6" Pop-up Spray Head	-101 EA	\$30.00	-\$3,030.00

JR Comments:  
Unit price for 835 LF  
should be 2.50/LF,  
for a total of 619 LF  
@ 2.25 + 835 LF @  
2.50 = (3480.25)

**GRAND TOTAL                      \$17,525.64**

**QUALIFICATIONS**

Estimate is based on Plan Amendment #1 memo dated 10/26/20 and plans dated 11/04/2020

Estimate is also based on RFI#1 response confirming the change of rock from 4"-6" to 5"-12" along 112th Ave and other areas where there are new symbols shown in the legend and on the plans.

Estimate includes the new, 5"-12" cobble as being "Boulder Creek". The Gray Rose is not available in 5"-12". There is a Desert Rose available in 4"-8", but is more expensive than the currently bid 5"-12" boulder creek.

This estimate does not include any additional excavation that may be required for the new, 5"-12" cobble. If additional excavation is required, it will be tracked and billed on a T&M basis.

**112th Avenue - Landscape & Irrigation**  
**Bid Schedule A - City Only Cost**

Item #	Item	Quantity	Unit	Unit Cost	Cost	Notes
<b>Greens Subdivision Frontage</b>						
<b>Miscellaneous</b>						
112A.11	Rock Mulch [Greens Frontage]	JR Comments: 112A.11 Unit Cost = \$0.75	(4,108)	SF	\$ 1.90	\$ (7,805.20) 6" D, 4-6" Colorado River Rock
NEW	Rock Mulch [Greens Frontage] - 5"-12"		4,108	SF	\$ 2.55	\$ 10,475.40 5"-12" Gray Rose Cobble (Actual Boulder Creek)
<b>Lokal Subdivision Frontage</b>						
<b>Site Work</b>						
112A.20	Soil Amendment - Turf and Shrub Beds [Lokal Frontage]		(17)	CY	\$ 32.00	\$ (544.00) 5 CY / 1,000 SF
<b>Miscellaneous</b>						
112A.25	Sod [Lokal Frontage]	JR Comments: 4-6" Rock	(3,405)	SF	\$ 0.60	\$ (2,043.00)
NEW	Rock Mulch [Lokal Frontage]	Mulch should be charged at	3,405	SF	\$ 1.90	\$ 6,469.50 6" D, 4-6" Colorado River Rock
112A.29	Weed Barrier Fabric [Lokal Frontage]	\$0.75/SF for Bid Schedule A	3,405	SF	\$ 0.22	\$ 749.10
<b>Irrigation - Contractor Is Responsible For Verifying Quantities From Plans</b>						
112A.30	Two-Wire Grounding		(2)	EA	\$ 250.00	\$ (500.00)
112A.32	Two-Wire Cable		(225)	LF	\$ 0.54	\$ (121.50) Paige P7072D
112A.33	6" Pop-up Spray Head		(64)	EA	\$ 25.00	\$ (1,600.00) (Rain Bird) Rain Bird 1806-SAM-PRS
112A.34	Gate Valve - 1.5" dia.		(1)	EA	\$ 80.00	\$ (80.00)
112A.36	Quick Coupling Valve		(1)	EA	\$ 310.00	\$ (310.00) (Rain Bird) 44-NP
112A.37	Electric Control Valve - 1.5" dia.		(5)	EA	\$ 320.00	\$ (1,600.00) (Rain Bird) PESB
112A.41	PVC Lateral		(91)	LF	\$ 2.50	\$ (227.50) CLASS 200 SOLVENT WELD - 1.25" DIA.
112A.42	PVC Lateral		(619)	LF	\$ 2.25	\$ (1,392.75) CLASS 200 SOLVENT WELD - 1" DIA.
<b>Buffalo Run Golf Course Frontage</b>						
<b>Site Work</b>						
112A.46	Soil Amendment - Turf and Shrub Beds [Golf Course Frontage]		(19)	CY	\$ 32.00	\$ (608.00) 5 CY / 1,000 SF
<b>Miscellaneous</b>						
112A.57	Sod [Golf Course Frontage]	JR Comments:	(3,813)	SF	\$ 0.60	\$ (2,287.80)
112A.58	Rock Mulch [Golf Course Frontage]	112A.58 Unit Cost = \$0.75	(150)	SF	\$ 1.90	\$ (285.00) 6" D, 4-6" Colorado River Rock
NEW	Rock Mulch (5"-12" Cobble)		3,963	SF	\$ 2.55	\$ 10,105.65 5"-12" Gray Rose Cobble (Actual Boulder Creek)
112A.62	Weed Barrier Fabric [Golf Course Frontage]		3,813	SF	\$ 0.22	\$ 838.86
<b>Irrigation - Contractor Is Responsible For Verifying Quantities From Plans</b>						
112A.63	AWG Wire		(218)	LF	\$ 0.13	\$ (28.34) 14 Guage
NEW	Two-Wire Grounding		1	EA	\$ 250.00	\$ 250.00
NEW	Two-Wire Cable		263	LF	\$ 0.54	\$ 142.02 Paige P7072D
112A.64	6" Pop-up Spray Head		(101)	EA	\$ 30.00	\$ (3,030.00) (Rain Bird) RD-06-A-P30 & VAN Nozzle
112A.65	Gate Valve - 2" dia.		(1)	EA	\$ 310.00	\$ (310.00)
NEW	Drip Shrub Beds		294	LF	\$ 1.20	\$ 352.80 3/4" min. Drip Pipe
NEW	Drip Line Blow-Out Stub		2	EA	\$ 86.00	\$ 172.00 3/4" Ball Valve in Round Valve Box with 12" Popup Indicator
112A.67	Quick Coupling Valve		(1)	EA	\$ 310.00	\$ (310.00) (Rain Bird) 44-NP
112A.68	Electric Control Valve - 1-1/2" dia.		(3)	EA	\$ 350.00	\$ (1,050.00) Irritrol 700-RW60-KIT-OMR-100
112A.69	PVC Mainline w/ fittings		49	LF	\$ 5.00	\$ 245.00 CLASS 200 SOLVENT WELD - 2" DIA.
112A.71	PVC Lateral		(25)	LF	\$ 3.25	\$ (81.25) CLASS 200 SOLVENT WELD - 2" DIA.
112A.72	PVC Lateral		(10)	LF	\$ 2.75	\$ (27.50) CLASS 200 SOLVENT WELD - 1-1/2" DIA.
112A.73	PVC Lateral	JR Comments:	(835)	LF	\$ 2.25	\$ (1,878.75) CLASS 200 SOLVENT WELD - 1" DIA.
112A.74	Sleeve	112A.73 Unit Price = \$2.50	(99)	LF	\$ 6.50	\$ (643.50) 2" DIA.
112A.75	PVC Mainline w/ fittings		(152)	LF	\$ 4.50	\$ (684.00) CLASS 200 SOLVENT WELD - 1-1/2" DIA.
112A.76	Sleeve		(22)	LF	\$ 24.00	\$ (528.00) 4" DIA.
112A.77	Point of Connection - Mainline and Wire		(1)	EA	\$ 500.00	\$ (500.00) 2" Mainline & Wire
112A.78	Point of Connection - Mainline and Wire		(1)	EA	\$ 500.00	\$ (500.00) 1-1/2" Mainline & 2-wire Cable
<b>Total \$</b>					<b>824.24</b>	

Total for BSA =  
\$1,596.44

112th Avenue - Landscape & Irrigation  
 Bid Schedule B - BRGC Parking Lot Cost

Item #	Item	Quantity	Unit	Unit Cost	Cost	Notes
<b>Site Work</b>						
112B.4	Soil Amendment - Turf and Shrub Beds	(54)	CY	\$ 32.00	\$ (1,728.00)	5 CY / 1,000 SF
<b>Landscape</b>						
<b>Deciduous Shade Tree</b>						
112B.8	(TCG) Tilia Cordata 'Greenspire' Linden, Greenspire	1	EA	\$ 490.00	\$ 490.00	2.5" Cal., B&B
NEW	(CSC) Catalpa Speciosa	2	EA	\$ 460.00	\$ 920.00	2.5" Cal., B&B
NEW	(GDC) Gymnocladus Dioicus Kentucky Coffeetree	1	EA	\$ 510.00	\$ 510.00	2.5" Cal., B&B
NEW	(QBS) Quercus Bicolor Oak, Swamp White	2	EA	\$ 490.00	\$ 980.00	2.5" Cal., B&B
NEW	(QRN) Quercus Rubra Oak, Northern Red	2	EA	\$ 490.00	\$ 980.00	2.5" Cal., B&B
<b>Deciduous Ornamental Tree</b>						
112B.9	(MPF) Malus x 'Prairifire' Prairifire Crabapple	(2)	EA	\$ 350.00	\$ (700.00)	2.5" Cal., B&B
NEW	(CCG) Crataegus Crus-Galli Inermis	3	EA	\$ 350.00	\$ 1,050.00	
NEW	(SRL) Syringia Reticulata	4	EA	\$ 350.00	\$ 1,400.00	
<b>Evergreen Trees</b>						
112B.11	(PE) Pinus Edulis Pinon Pine	2	EA	\$ 380.00	\$ 760.00	6' HT, B&B
<b>Deciduous Shrub</b>						
112B.12	(CCD) Caryopteris x Clandonensis 'Dark Knight' Blue Mist Spirea	(27)	EA	\$ 29.00	\$ (783.00)	#5 Cont.
112B.13	(PAR) Perovskia Atriplicifolia Russian Sage	(9)	EA	\$ 30.00	\$ (270.00)	#5 Cont.
112B.14	(PCP) Prunus X Cistena Purple Leaf Plum	(5)	EA	\$ 35.00	\$ (175.00)	#5 Cont.
112B.15	(POD) Physocarpus Opifolius DiabloDiablo Ninebark	(6)	EA	\$ 30.00	\$ (180.00)	#5 Cont.
112B.16	(POL) Physocarpus Opifolius 'Donna May' Little Devil Ninebark	(41)	EA	\$ 37.00	\$ (1,517.00)	#5 Cont.
112B.17	(RNW) Rosa 'Nearly Wild' Nearly Wild Shrub Rose	(33)	EA	\$ 42.00	\$ (1,386.00)	#5 Cont.
<b>Evergreen Shrub</b>						
112B.18	(JCA) Alpine Carpet Juniper Armstrong Juniper	(33)	EA	\$ 42.00	\$ (1,386.00)	#5 Cont.
<b>Ornamental Grass</b>						
112B.19	(CAK) Calamagrostis acutiflora, Karl Forester Feather Reed Grass	(19)	EA	\$ 13.50	\$ (256.50)	#1 Cont.
112B.20	(PAH) Pennisetum Alopecuroides 'Hameln' Dwarf Fountain Grass	(70)	EA	\$ 15.75	\$ (1,102.50)	#1 Cont.
112B.21	(SWG) Sporobolus Wrightii Giant Sacaton Grass	(23)	EA	\$ 15.75	\$ (362.25)	#1 Cont.
<b>Perennial</b>						
112B.22	(ACR) Agastache Coronado Red Coronado Red Hyssop	(36)	EA	\$ 14.25	\$ (513.00)	#1 Cont.
112B.23	(ECL) Epilobium Canum Latifolium Hummingbird Flower	(15)	EA	\$ 14.25	\$ (213.75)	#1 Cont.
112B.24	(HSO) Hemerocallis 'Stella De Oro' Dwarf Gold Daylily	(32)	EA	\$ 14.25	\$ (456.00)	#1 Cont.
<b>Miscellaneous</b>						
112B.25	Rock Mulch (1.5" Rainbow Rock)	(11,808)	SF	\$ 0.75	\$ (8,856.00)	3" Depth, Minimum, 1.5" Rainbow Rock
NEW	Rock Mulch (4-6" Cobble)	11,808	SF	\$ 1.90	\$ 22,435.20	Granite Mulch 6" D, 4-6" Colorado River Rock
<b>Irrigation - Contractor Is Responsible For Verifying Quantities From Plans</b>						
112B.28	Pressure Reducing Valve	(1)	EA	\$ 570.00	\$ (570.00)	Watts 223-HP
112B.31	Drip Shrub Beds	(569)	LF	\$ 1.20	\$ (682.80)	3/4" min. Drip Pipe
112B.36	PVC Mainline w/ fittings	143	LF	\$ 4.50	\$ 643.50	CLASS 200 SOLVENT WELD - 1.5" DIA.
112B.37	Sleeve	23	LF	\$ 6.50	\$ 149.50	2" DIA.
NEW	Sleeve (4")	23	LF	\$ 24.00	\$ 552.00	4" DIA
<b>Total</b>					<b>\$ 9,732.40</b>	



**112th Avenue - Landscape & Irrigation**  
**Bid Schedule C - Reunion Only Cost**

Item #	Item	Quantity	Unit	Unit Cost	Cost	Notes
<b>Reunion Frontage</b>						
112C.1	Mobilization	1	LS	\$ 353.50	\$ 353.50	
		0				
<b>Miscellaneous</b>						
112C.24	Rock Mulch (1.5" Rainbow)	(1,610)	SF	\$ 0.75	\$ (1,207.50)	3" Depth, Minimum, 1.5" Rainbow Rock Granite Mulch
NEW	Rock Mulch (5"-12" Cobble)	7,080	SF	\$ 2.55	\$ 18,054.00	5"-12" Gray Rose Cobble (Actual Boulder Creek)
112C.25	Rock Mulch (4"-6" Cobble)	(5,470)	SF	\$ 1.90	\$ (10,393.00)	6" D, 4-6" Colorado River Rock
<b>Irrigation - Contractor Is Responsible For Verifying Quantities From Plans</b>						
112C.34	Two-Wire Cable	300	LF	\$ 0.54	\$ 162.00	Paige P7072D
<b>Total</b>				<b>\$</b>	<b>6,969.00</b>	



## CONSTRUCTION DOCUMENT AMENDMENT

PROJECT: 112<sup>TH</sup> AVE

DATE: OCTOBER 26, 2020

### AMENDMENT #1 – LANDSCAPE ARCHITECTURE

#### L.2

- Plant Schedule has been updated to match the revised planting plans
- 4"-6" River Rock has been added

#### L.3

- Plant Schedule has been updated to match the revised planting plans
- 4"-6" River Rock has been added
- Turf in tree lawn has been changed to 4"-6" river rock
- Turf on back of walk in viewport A has been changed to 4"-6" river rock

#### L.4

- Plant schedule has been updated to match the revised planting plans
- 4"-6" River Rock has been added

#### L.5

- Plant schedule has been updated to match the revised planting plans
- 4"-6" River Rock has been added
- Parking lot rock mulch has been changed to 4"-6" River Rock
- All understory planting in perimeter of parking lot has been removed
- Understory planting in islands has been changed to all Feather Reed Grass

#### L.6

- Plant Schedule has been updated to match the revised planting plans and plant quantities

### AMENDMENT #1 – IRRIGATION

#### IR.3

- Note #3 Updated
- Connection location to golf course system update
- Spray heads removed & changed to drip on north side of 112<sup>th</sup>
- Notes #4 removed
- Irrigation at note #4 location has been removed
- Note #5 removed
- Irrigation at note #5 location removed

terraccina design

Landscape Architecture & Planning  
10200 E. Girard Avenue, A-314. Denver, CO 80231 ph: 303.632.8867

IR.5

- Note #12 updated
- Connection location to golf course system updated
- Mainline routing updated
- Drip tubing modified/reduced

Please feel free to contact us with questions or concerns you may have.



Lauren Konkoli  
Landscape Designer  
303.632.8867 ex. 112

terraccina design

---

Landscape Architecture & Planning  
10200 E. Girard Avenue, A-314. Denver, CO 80231 ph: 303.632.8867

**From:** Shawn  
**To:** Seth McCabe  
**Cc:** Michele Tom  
**Subject:** FW: RFI 0002 - 4-6 river rock changed to 5-12 cobble - Confirm - Nov 24 2020.pdf [112th Avenue Landscaping]  
**Date:** Friday, December 4, 2020 4:38:17 PM

**EXTERNAL E-MAIL**

FYI,

I will place the LA's comments on the RFI and resend it accordingly. Per Sarah the larger cobble is required.

**Shawn Wissel**  
 LS Project Manager



shawn@contourservices.com  
 303-994-9028

[www.contourservices.com](http://www.contourservices.com)

**From:** Sarah Moll <smoll@terracinadesign.com>  
**Sent:** Friday, December 4, 2020 4:24 PM  
**To:** Shawn <shawn@contourservices.com>; Michele Tom <mtom@jrengineering.com>  
**Subject:** RE: RFI 0002 - 4-6 river rock changed to 5-12 cobble - Confirm - Nov 24 2020.pdf [112th Avenue Landscaping]

Sorry Shawn. We need to use the larger rock in the roadway.

Thank you,

*Sarah Moll*, RLA, ASLA  
 Associate Principal  
 Office: 303-632-8867 ex. 113

**From:** Shawn <shawn@contourservices.com>  
**Sent:** Friday, December 4, 2020 4:08 PM  
**To:** Michele Tom <mtom@jrengineering.com>; Sarah Moll <smoll@terracinadesign.com>  
**Subject:** RE: RFI 0002 - 4-6 river rock changed to 5-12 cobble - Confirm - Nov 24 2020.pdf [112th Avenue Landscaping]

Michele and Sarah,

Just to clarify, the RFI was asking if the 5" to 12" cobble changed on the revised plan set was correct. The prior plan showed 4" to 6" cobble. BVLD would like to stay with the original spec. cobble as the 5" to 12" is not only hard to find, it is considerably more expensive and will require a Change Order Request to capture the added costs. Can I assume your answer to verify, "yes, this change is acceptable", means that we can disregard the note for the 5" to 12" cobble and stay with the 4" to 6".

See below:

## Question

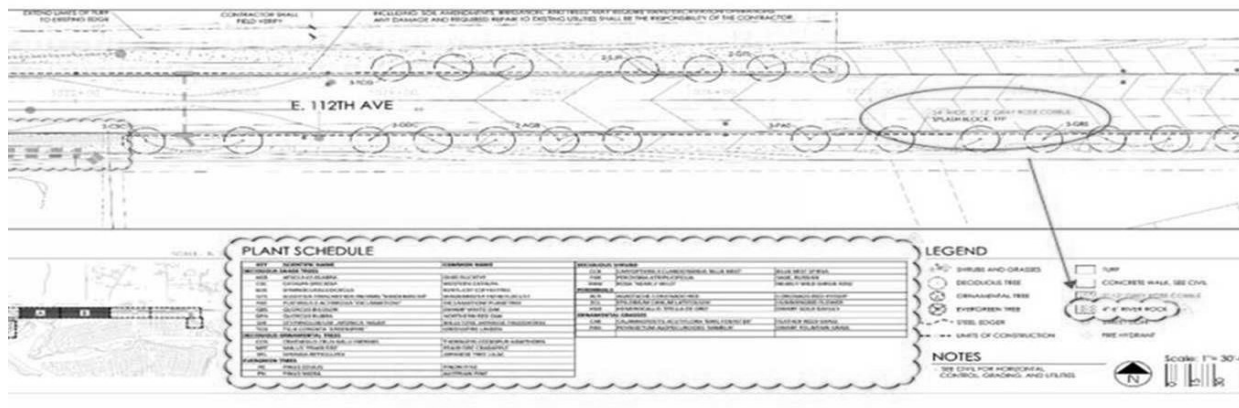
Brian Drees (BrightView Landscape Development) on Nov 24, 2020 at 11:55 PM UTC

The Amendment 1 plan set dated 11/04/20 has changed the previously called out "24" WIDE, 4"-6" Colorado River Rock Cobble" to now being "5"-12" Gray Rose Cobble" (see screenshot attached to this RFI). Please confirm this is correct and that there is now to be 5-12 cobble in place of the 4-6 in areas as well as still 4-6 river rock in others. This was not notated on the amendment memo nor bubbled on the plans.

 L.3 (See page 1)

## L.3

Brian Drees (BrightView Landscape Development) on Nov 24, 2020 at 11:55 PM UTC



Shawn Wissel  
LS Project Manager



shawn@contourservices.com  
303-994-9028

www.contourservices.com

From: Michele Tom <mtom@jrengineering.com>

Sent: Friday, December 4, 2020 3:50 PM

To: Shawn <shawn@contourservices.com>

Subject: Fwd: RFI 0002 - 4-6 river rock changed to 5-12 cobble - Confirm - Nov 24 2020.pdf [112th Avenue Landscaping]

Sent from my iPhone

Begin forwarded message:

From: Sarah Moll <smoll@terracedesign.com>

Date: December 4, 2020 at 3:41:25 PM MST

To: Michele Tom <mtom@jrengineering.com>

Subject: RE: RFI 0002 - 4-6 river rock changed to 5-12 cobble - Confirm - Nov 24 2020.pdf [112th Avenue Landscaping]

Hi Michele,

Yes, this change is acceptable.

Thank you,

Sarah Moll, RLA, ASLA  
Associate Principal  
Office: 303-632-8867 ex. 113

From: Shawn [mailto:shawn@contourservices.com]

Sent: Monday, November 30, 2020 7:37 AM

To: Michele Tom

Cc: Joseph Fritz

Subject: RFI 0002 - 4-6 river rock changed to 5-12 cobble - Confirm - Nov 24 2020.pdf



# BrightView Landscape Development, Inc.

## Potential Change Item

No. 00007

**Title:** Rock Mulch Unit Price Correction

**Date:** Mar 01, 2021

**Project:** Reunion Metro District 112th A

**Job:** 111914

**Attn:** Michele Tom

Reunion Metropolitan District

17910 E Parkside Dr N,

Commerce City, CO 80022

**Phone:**

**Description Of Estimate:**

Estimate to correct unit price discrepancy for rock mulch credited at \$1.90/SF.

JR Comments:  
Addressed in  
PCI #00003

have been credited at \$.75/SF, but BVLD credited it

### Breakdown Of Work

Item	Description of Work	Quantity	Units	Unit Price	Net Amount
1	See attached	1.00	LS	0.00	\$4,724.20
<b>Total :</b>					\$4,724.20

**Estimated Time Extension** 0 Days

This estimate will remain in effect for 30 days, unless otherwise noted. After expiration, a new estimate will be submitted upon request

**Notes:**



This work will not be done until approved and written change order is issued.



A signature below authorizes us to proceed with the work described above, at the stated prices.



Extension of time necessary for this change: 0 consecutive working days.



This work was done in accordance with your order to proceed: Please issue change order.

**Prepared By:** \_\_\_\_\_

Brett Gustafson

BrightView Landscape Development, Inc.

**Approved By:** \_\_\_\_\_

Michele Tom

Reunion Metropolitan District

**Date:** Mar 01, 2021

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

Reunion Metropolitan District  
RMD Landscape Improvements - 112th Avenue

.....

March 1, 2021

**Cobble Unit Price Discrepancy Correction on PCI# 00003.1**

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>Landscape</b>			
Rock Mulch [Greens Frontage] - Unit \$ Difference Owed to BV	4,108 SF	\$1.15	\$4,724.20
		<b>GRAND TOTAL</b>	<b>\$4,724.20</b>

**QUALIFICATIONS**

Estimate to credit BVLD for the over-credited amount based on a \$1.90/SF unit price, when it should have been credited to the client @ \$.75/SF



**FIELD CHANGE NOTIFICATION**

PROJECT:  
**112TH AVENUE LANDSCAPE IMPROVEMENTS**  
**BID SCHEDULES A,C**

PROJECT NO.  
**14421.50**

FIELD CHANGE NO.  
**4**

**PROPOSED CHANGE DESCRIPTION**

The purpose of this Field Change Notification is to document changes to the scope of work to include additional earth work requested by the Contractor to balance the site in accordance with the current site conditions dealing with excess site soils in some areas and deficient site soils in others along all Frontages. The attached PCI#4 addresses the excavation and placement of soil along the frontages to install the splash block cobble areas as detailed on the current plan set. Most and not all areas needed to be balanced to finish grade along all frontages. No import was required, and the entire frontage was balanced to finish grade, +/- .1'. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for work within this FCN. The Contractor shall be compensated for the work as shown in the copy of their PCI #00004 attached. FCN's shall be officially added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule A - City Only Costs</b>					
*112A.165	Site Soil Excavation and Placement Greens Frontage	1	LS	\$ 1,454.40	\$ 1,454.40
*112A.425	Site Soil Excavation and Placement Lokal Frontage	1	LS	\$ 484.40	\$ 484.40
*112A.79	Site Soil Excavation and Placement BRGC Frontage	1	LS	\$ 3,878.80	\$ 3,878.80
<b>Bid Schedule C - Reunion Costs</b>					
*112C.67	Site Soil Excavation and Placement RMD Frontage	1	LS	\$ 3,878.80	\$ 3,878.80

\*Indicates New Item

Bid Schedule A Total \$ 5,817.60

Bid Schedule C Total \$ 3,878.80

**GRAND TOTAL FOR THIS FCN \$ 9,696.40**

_____	<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.) _____
_____	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
_____	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
_____	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE	<input type="checkbox"/> OTHER

**EXHIBITS ATTACHED** ☐ NO ☒ YES, IF YES, CHECK APPLICABLES BOXES

☐ COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

☐ FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_) ☒ OTHER (Describe) BV's PCI #00004


COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_

ORIGINATOR: CONTOUR SERVICES/JR ENGINEERING DATE 3/3/2021

DISTRIBUTION (Check as applicable)

- ☒ JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- ☒ CONTOUR SERVICES Construction Manager: Shawn Wissel
- ☐ JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- ☒ REUNION METRO DISTRICT: Aaron Clutter
- ☒ BRIGHTVIEW: Brett Gustafson/ William Coisman
- ☒ COMMERCE CITY: Brent Soderlin/ Alan Trudell

JR ENGINEERING

  
\_\_\_\_\_  
District Engineer

4/13/2021  
\_\_\_\_\_  
Date

**Description Of Estimate:**

Excavation for (4) areas (Greens,Lokal,Buffalo Run and Reunion) to receive 5-12" Boulder Creek Cobble.

**Breakdown Of Work**

Item	Description of Work	Quantity	Units	Unit Price	Net Amount
1	Excavation for 5-12" Boulder Creek Cobble install	0.00	LS	0.00	\$9,696.40
<b>Total :</b>					<b>\$9,696.40</b>

Estimated Time Extension   0   Days

This estimate will remain in effect for 30 days, unless otherwise noted. After expiration, a new estimate will be submitted upon request

**Notes:**

- ☐ This work will not be done until approved and written change order is issued.
- ☒ A signature below authorizes us to proceed with the work described above, at the stated prices.
- ☐ Extension of time necessary for this change:   0   consecutive working days.
- ☐ This work was done in accordance with your order to proceed: Please issue change order.



William Coisman <William.Coisman@brightview.com>  
To: Shawn

You forwarded this message on 1/11/2021 4:44 PM.

**Breakout of Excavation costs by area**

Greens \$1454.40  
Lokal ~~\$484.80~~  
Buffalo Run \$3878.80  
Reunion \$3878.80

Corrected to  
\$484.40

William Coisman  
Brightview Development  
[William.Coisman@Brightview.com](mailto:William.Coisman@Brightview.com)  
303 520 2904

**FIELD CHANGE NOTIFICATION**

PROJECT:  
**112TH AVENUE LANDSCAPE IMPROVEMENTS**  
**BID SCHEDULES C**

PROJECT NO.  
**14421.50**

FIELD CHANGE NO.  
**5**

**PROPOSED CHANGE DESCRIPTION**

The purpose of this Field Change Notification is to document changes to the scope of work to include the addition of a magnation unit to the backflow servicing as requested by Raul Martinez from the RMD for water services to areas west of Mobile Street. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for work within this FCN. The Contractor shall be compensated for the work as shown in the copy of their PCI #00005 attached. FCN's shall be officially added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule C - Reunion Costs</b>					
*112C.68	Magnation Unit	1	LS	\$ 622.47	\$ 622.47
Bid Schedule C Total					\$ 622.47
<b>GRAND TOTAL FOR THIS FCN</b>					<b>\$ 622.47</b>

\*Indicates New Item

_____	<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.) _____
_____	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
_____	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
_____	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE	<input type="checkbox"/> OTHER

**EXHIBITS ATTACHED**      ☐ NO      ☒ YES, IF YES, CHECK APPLICABLES BOXES

☐ COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

☐ FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_)      ☒ OTHER (Describe)      BV's PCI #00005

COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_

ORIGINATOR: CONTOUR SERVICES/JR ENGINEERING      DATE 3/3/2021

DISTRIBUTION (Check as applicable)

- ☒ JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- ☒ CONTOUR SERVICES Construction Manager: Shawn Wissel
- ☐ JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- ☒ REUNION METRO DISTRICT: Aaron Clutter
- ☒ BRIGHTVIEW: Brett Gustafson/ William Coisman
- ☐ COMMERCE CITY: Brent Soderlin/ Alan Trudell

JR ENGINEERING



District Engineer

4/13/2021

Date



# BrightView Landscape Development, Inc.

## Potential Change Item

No. 00005

**Title:** 3/4" Magnation Unit Installation

**Date:** Jan 26, 2021

**Project:** Reunion Metro District 112th A

**Job:** 111914

**Attn:** Michele Tom

Reunion Metropolitan District

17910 E Parkside Dr N,

Commerce City, CO 80022

**Phone:**

**Description Of Estimate:**

### Breakdown Of Work

Item	Description of Work	Quantity	Units	Unit Price	Net Amount
1	3/4" Magnation Unit	1.00	LS	0.00	\$622.47
<b>Total :</b>					\$622.47

**Estimated Time Extension** 0 **Days**

This estimate will remain in effect for 30 days, unless otherwise noted. After expiration, a new estimate will be submitted upon request

**Notes:**

- ☐ This work will not be done until approved and written change order is issued.
- ☒ A signature below authorizes us to proceed with the work described above, at the stated prices.
- ☐ Extension of time necessary for this change: 0 consecutive working days.
- ☐ This work was done in accordance with your order to proceed: Please issue change order.

**Prepared By:** Brett Gustafson

Brett Gustafson

BrightView Landscape Development, Inc.

**Date:** Jan 27, 2021

**Approved By:** \_\_\_\_\_

Michele Tom

Reunion Metropolitan District

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

**Reunion Metropolitan District**  
**RMD 112th Ave**

---

January 26, 2021

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>Irrigation</b>			
3/4" Magnation Unit - Rainbolt AL-3/4	1 Ea	\$622.47	\$622.47
		<b>Grand Total</b>	<b>\$622.47</b>



**FIELD CHANGE NOTIFICATION**

PROJECT:  
**112TH AVENUE LANDSCAPE IMPROVEMENTS**  
**BID SCHEDULE A**

PROJECT NO.  
**14421.50**

FIELD CHANGE NO.  
**6**

**PROPOSED CHANGE DESCRIPTION**

The purpose of this Field Change Notification is to document changes to the scope of work to include the addition of multistrand irrigation wire, trenching and conduit and then the reduction of single strand wire and decoders in the Lokal Frontage work. The plans state that the Contractor is to tie onto existing mainline with an existing two wire system, upon onsite investigation, the mainline is conventional multistrand wire and the tie into mainline requires the contractor to add a multi strand wire run at an upstream location and then tie it into the existing controller for operation.. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for work within this FCN. The Contractor shall be compensated for the work as shown in the copy of their PCI #00006 attached. FCN's shall be officially added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule A - City Only Costs</b>					
112A.30	Two-Wire Grounding [Lokal Frontage]	(5)	EA	\$ 250.00	\$ (1,250.00)
112A.31	Two-Wire Decoder [Lokal Frontage]	(23)	EA	\$ 140.00	\$ (3,220.00)
112A.32	Two-Wire Cable [Lokal Frontage]	(850)	LF	\$ 0.54	\$ (459.00)
*112A.426	14 Gauge Mutistrand Wire [Lokal Frontage]	6	EA	\$ 325.00	\$ 1,950.00
*112A.427	Irrigation Wire Trenching [Lokal Frontage]	27	HR	\$ 46.00	\$ 1,242.00

\*Indicates New Item

Bid Schedule A Total \$ (1,737.00)

**GRAND TOTAL FOR THIS FCN \$ (1,737.00)**

_____	<input checked="" type="checkbox"/> FIELD CHANGE REQUEST (FCR No.) _____
_____	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
_____	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
_____	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE	<input type="checkbox"/> OTHER

**EXHIBITS ATTACHED**      ☐ NO      ☒ YES, IF YES, CHECK APPLICABLES BOXES

☐ COPIES OF MARKED-UP AREA(S) OF DRAWING(S)

☐ FIELD CHANGE REQUEST FOR (FCR NO. \_\_\_\_\_)      ☒ OTHER (Describe)      BV's PCI #00006

COMMENTS \_\_\_\_\_ SCHEDULE ERECTED/PLACEMENT DATE(S) \_\_\_\_\_

ORIGINATOR: **JR ENGINEERING** \_\_\_\_\_ DATE 3/3/2021

DISTRIBUTION (Check as applicable)

- ☒ JR ENGINEERING Project Engineer/Construction Engineer: Eric Lee/ Michele Tom
- ☒ CONTOUR SERVICES Construction Manager: Shawn Wissel
- ☐ JR ENGINEERING: Surveyor: Travis Colander/ Jamie Goodson
- ☒ REUNION METRO DISTRICT: Aaron Clutter
- ☒ BRIGHTVIEW: Brett Gustafson/ William Coisman
- ☒ COMMERCE CITY: Brent Soderlin/ Alan Trudell

JR ENGINEERING



District Engineer

4/13/2021

Date



# BrightView Landscape Development, Inc.

## Potential Change Item

No. 00006

**Title:** Decoder and 2-Wire deduct with 14 gauge Add (REV01)

**Date:** Feb 03, 2021

**Project:** Reunion Metro District 112th A

**Job:** 111914

**Attn:** Shawn Wissel

Reunion Metropolitan District

17910 E Parkside Dr N,

Commerce City, CO 80022

**Phone:**

### Description Of Estimate:

Trench and install 14 Gauge wire for controller hook up

### Breakdown Of Work

Item	Description of Work	Quantity	Units	Unit Price	Net Amount
1	Trench and Install 14 gauge wire to controller	1.00	LS	0.00	-1,737.00
<b>Total :</b>					-1,737.00

**Estimated Time Extension**    0    **Days**

This estimate will remain in effect for 30 days, unless otherwise noted. After expiration, a new estimate will be submitted upon request

### Notes:

- ☐ This work will not be done until approved and written change order is issued.
- ☒ A signature below authorizes us to proceed with the work described above, at the stated prices.
- ☐ Extension of time necessary for this change: 0 consecutive working days.
- ☐ This work was done in accordance with your order to proceed: Please issue change order.

**Prepared By:** \_\_\_\_\_

Brett Gustafson

BrightView Landscape Development, Inc.

**Date:** Mar 01, 2021

**Approved By:** \_\_\_\_\_

Shawn Wissel

Reunion Metropolitan District

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

Shawn Wissel

Digitally signed by Shawn Wissel  
DN: C=US, E=shawn@contourservices.com,  
O=Contour Services, OU=PM, CN=Shawn Wissel  
Date: 2021.03.01 14:42:34-0700

## RMD 112th Ave (Lokal Frontage)

Decoders and add of 14 Gauge Wire  
2.1.21

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>Landscape Materials</b>			
<b>Irrigation</b>			
Decoder Deduct of Lokal Frontage	-23 EA	\$140.00	-\$3,220.00
14 gauge wire	6 EA	\$325.00	\$1,950.00
2 Wire Cable Deduct	-850 LF	\$0.54	-\$459.00
2 Wire Grounding	-5 EA	\$250.00	-\$1,250.00
Irrigation wire trenching	27 HR	\$46.00	\$1,242.00
	<b>GRAND TOTAL</b>		<b>-\$1,737.00</b>

**ALTERNATES**