

# REUNION METROPOLITAN DISTRICT

8390 E. Crescent Parkway, Suite 300

Greenwood Village, CO 80111

Phone: 303-779-5710

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

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

**DATE:** May 16, 2022

**TIME:** 6:00 p.m.

**LOCATION:** Via Microsoft Teams

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MzRjMjk5Y2MtYjYzNS00MjJlWE3OTMtZjg1ZWUzNGRiNGVm%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_MzRjMjk5Y2MtYjYzNS00MjJlWE3OTMtZjg1ZWUzNGRiNGVm%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, 968696163# United States, Denver

Phone Conference ID: 968 696 163#

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Kelly Leid	President	May, 2023
Brett Price	Vice President	May, 2025
Bruce Rau	Treasurer	May, 2025
Teresa Kershisnik	Assistant Secretary	May, 2023
Tim E. Roberts	Assistant 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**

- A. Review and consider approval of minutes from the February 1, 2022 Regular Meeting (enclosure).
- B. Review and Consider HOA Tribunal Recommendations.

## **III. FINANCIAL MATTERS**

- A. Review and Consider Approval of the 2021 Audit (to be distributed).
- B. Review, Ratify and consider Approval of Claims (enclosure).
- C. Review and Consider Acceptance of the March 31, 2022 Unaudited Draft Financial Statements (enclosure).
- D. Public Hearing to Amend the 2022 Budget
  - 1. Review and Consider Adoption of Resolution to Amend the 2022 Budget (enclosure).
- E. Review and Consider Approval of Engagement Letter with Piper Sandler for Underwriting Services (enclosure).
- F. Review and Consider Ratification of Certificate of Reunion District in relation to draw on the North Range No. 3 Subordinate Bonds (enclosure).
- G. Review and Consider Ratification of Certificate of Reunion District in relation to draw on the Reunion 2017 Bonds (enclosure).

## **IV. MANAGER MATTERS**

- A. Parks/Irrigation Manager's Report (enclosure).
- B. Operation Manager's Report (enclosure).
  - 1. Ratification of Interim Pay Adjustments for Part-Time Recreation Center staff (enclosure).
  - 2. Review and Consider Ratification of Independent Contractor Agreement with Night Musik for the 2022 Fireworks Display (enclosure).
  - 3. Review and Consider Ratification of Independent Contractor Agreement with Elite Aquatics for 2022 Pool Maintenance (enclosure).



4. Discuss Resolution of the Architectural Review Committee Excepting Certain Improvements from Review of the Architectural Review Committee for the Gallery at Reunion Association (enclosure).
5. Discuss Resolution of the Architectural Review Committee Excepting Certain Improvements from Review of the Architectural Review Committee for the Parkside at Reunion Condominiums (enclosure).
6. Review, discuss and consider approval of YMCA proposal for interim Operations, Facilities and Activities Coordinator Services (enclosure).

C. HOA Manager's Report (enclosure).

## **V. LEGAL MATTERS**

- A. Review and Consider Approval of Third Amended and Restated Resolution Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges (enclosure).
- B. Review and Consider Termination of the Ninth Addendum to the Funding and Reimbursement Agreement with Clayton Properties Group II, Inc. (enclosure).
- C. Discussion of Revisions to the Residential Improvement Guidelines and Site Restrictions Regarding the Display of Signs and Flags
- D. Other.

## **VI. ENGINEER MATTERS**

- A. Overall Construction Update:
  1. Status update of all construction projects and budget spreadsheets (enclosures).
- B. Review and Consider Conveyance of Reunion land owned at 100<sup>th</sup> Avenue/Tower Road.
  1. Agreement to Convey Property with Tower Developers, Inc. in the amount of \$67,956.00 (enclosure).
  2. Special Warranty Deed for south half of 100<sup>th</sup> Avenue to the City of Commerce City (enclosure).
  3. Special Warranty Deed for parcel adjacent to Tower Road to Tower Investors, LLC (enclosure).
- C. Chambers Road Design and Construction IGA with Commerce City:



1. Review and Consider Approval of Cost Share Agreement with the City of Commerce City for Chambers Road Improvements (104<sup>th</sup> Avenue to 117<sup>th</sup> Avenue) (enclosures).
2. Review and Consider Approval of Change Order #1 to Independent Contractor Agreement with JR Engineering (Design Services for Chambers Road from 106<sup>th</sup> to 112<sup>th</sup> Ave), dated August 4, 2020, for the design of Chambers Road from 112<sup>th</sup> Avenue to 117<sup>th</sup> Avenue (100% funded by Commerce City)(enclosure).
3. Review and Consider Approval of Change Order #2 to Independent Contractor Agreement with JR Engineering (Design Services for Chambers Road from 106<sup>th</sup> to 112<sup>th</sup> Ave), dated August 4, 2020, for the additional design services associated with Chambers Road from 104<sup>th</sup> Avenue to 112<sup>th</sup> Avenue (To be split between the City and RMD based on the IGA terms)(enclosure).

D. Revised Irrigation Tap Quotes from SACW&SD:

1. Review and Consider Approval of Increased Tap Fees for Reunion Ridge Filing No. 1 - \$17,760.54 (enclosure).
2. Review and Consider Approval of Increased Tap Fees for Reunion Filing No. 37 - \$27,430.05 (enclosure).
3. Review and Consider Approval of Twenty-Second Addendum to the Funding and Reimbursement Agreement with Clayton Properties Group II, Inc. for Reunion Filing #37 revised tap fees - \$27,430.05 (enclosure).

E. Review and consider approval of Construction Change Orders:

1. Change Order #3 to Designscares for Reunion Ridge Filing #1 Phase 1 and Ragweed Draw - \$73,125.18 (enclosure).
2. Change Order #2 for Infrastructure to service Reunion Filing #38 with HEI (enclosure).
3. Change Order #6 for 112<sup>th</sup> Avenue Phase 1 improvements with HEI - \$14,400.00 (enclosure)
4. Change Order #4 for Filing #37 Landscape Improvements with Brightview - \$25,601.90 (enclosure).

F. Review and Consider Approval of License Agreement with Public Service Company for Village 9 (enclosure).

G. Sports Court Recommendations (enclosure):



1. Consider Approval of Change Order No. 1 to Contract for Design and Build the Sports Court at Southlawn from Renner Sports Surfaces, L.L.C. for additional work in the amount of \$76,923.00 (enclosure).
2. Consider Approval of Proposal from Designsapces for Southlawn Park Landscape and Concrete in the amount of \$121,300.00 (enclosure).

H. Other.

## **VII. OTHER BUSINESS**

A. Other.

## **VIII. ADJOURNMENT**

**The next regular meeting is scheduled for August 2, 2022 at 6:00 p.m. Location TBD either physical or virtual.**



## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE REUNION METROPOLITAN DISTRICT (THE "DISTRICT") HELD FEBRUARY 1, 2022

A regular meeting of the Board of Directors of the Reunion Metropolitan District (referred to hereafter as the "Board") was convened on February 1, 2022 at 6:00 p.m. This District Board meeting was held via Microsoft Teams. The meeting was open to the public.

#### ATTENDANCE

##### Directors In Attendance Were:

Kelly Leid, President  
Brett Price, Vice-President  
Tim Roberts, Assistant Secretary

##### Also, In Attendance Were:

Kristen Bear; White Bear Ankele Tanaka & Waldron  
Matt Urkoski, Anna Jones, Shelby Clymer and Michael Jensen;  
CliftonLarsonAllen LLP ("CLA")  
Steve Follweiler; Reunion Metropolitan District  
Raul Martinez; Reunion Metropolitan District  
Aaron Clutter; JR Engineering  
Jim Bogner; MSI  
Thomas Mueller, Anna Phillips, Roger Japp and Susan Good; North Range MD No. 1; North Range MD No. 1, Subdistrict No. 1; North Range MD No. 1, Subdistrict No. 2  
AJ Heiser, Tiffanie Graham and Brandon Reed; North Range MD No. 2; North Range MD No. 2, Subdistrict No. 1  
Charles Wolfersberger; Wolfersberger, LLC  
Annemarie Tucker, Mark Buffington, Rona Sanchez, Shannon Flores; residents,

#### ADMINISTRATIVE MATTERS

**Call to order and approval of agenda:** Director Leid called the meeting to order at 6:01 p.m. Upon a motion duly made by Director Leid, seconded by Director Price and, upon vote, unanimously carried, the Board approved the agenda as presented.

**Disclosures of potential conflicts of interest:** The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted by Attorney Bear that disclosures of potential conflicts of interest were filed with



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the Secretary of State for all directors, and no additional conflicts were disclosed at the meeting

**Quorum/Confirmation of Meeting Location/Posting of Notice:** A quorum was confirmed. The absence of Director Rau and Director Kershishnik were excused.

The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. This meeting was conducted via Microsoft Teams and public participation is encouraged via Microsoft Teams. The Board further noted that notice providing the time, date and video link information was duly posted and that no objections nor any requests that the means of hosting the meeting be changed, were received by taxpaying electors within the District's boundaries.

**Public Comment:** None.

### CONSENT AGENDA

**Minutes of the November 9, 2021 Special Meeting/Budget Hearing:** The Board reviewed the Minutes of the special Board meeting. Following review and discussion, upon a motion duly made by Director Leid, seconded by Director Roberts and, upon vote, unanimously carried, the Board approved the November 9, 2021 Special Meeting/Budget Hearing as presented.

**HOA Tribunal Recommendations:** Following review, upon a motion duly made by Director Leid, seconded by Director Roberts and, upon vote, unanimously carried, the Board approved the HOA Tribunal Recommendations.

### FINANCIAL MATTERS

**Approval of Claims:** Ms. Clymer reviewed the payment of claims in the amount of \$4,547,513.77 for ratification and/or approval. Following 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 claims in the amount of \$4,547,513.77.

**Unaudited Financial Statements:** Ms. Clymer reviewed the unaudited financial statements for the period ending December 31, 2021 with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Leid and, upon vote, unanimously carried, the Board accepted the December 31, 2021 unaudited financial statements.

### MANAGER MATTERS

#### **Parks/Irrigation Manager's Report:**

##### **Spring 2022 items:**

**Tree replacement in an amount not to exceed \$60,000.00:** Mr.



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Martinez reviewed tree replacements with the Board, and noted they are gaining health as they mature. Following discussion, upon a motion duly made by Director Leid, seconded by Director Price and, upon vote, unanimously carried, the Board approved the proposal from Anderson Tree for the tree replacements in an amount not to exceed \$55,000.00.

**Mulch replacement with Renewable Earth Materials in an amount not to exceed \$88,000.00:** Mr. Martinez reviewed mulch replacement with the Board, noting that the mulch program is in year four of a multi-year program. Following discussion, upon a motion duly made by Director Leid, seconded by Director Price and, upon vote, unanimously carried, the Board approved the mulch replacement proposal from Renewable Earth Materials in an amount not to exceed \$88,000.00.

**Purchase of seeder for the new tractor in an amount not to exceed \$10,000.00:** Mr. Martinez discussed the purchase of a seeder with the Board. Following discussion, upon a motion duly made by Director Leid, seconded by Director Price and, upon vote, unanimously carried, the Board approved the purchase of a seeder for the new tractor in an amount not to exceed \$10,000.00.

**Purchase of trailer to haul equipment in an amount not to exceed \$10,000.00:** Mr. Martinez discussed the purchase of a trailer with the Board. Following discussion, upon a motion duly made by Director Leid, seconded by Director Price and, upon vote, unanimously carried, the Board approved the purchase of a trailer to haul equipment in an amount not to exceed \$10,000.00.

### **Operation Manager's report:**

**Engagement of pool and lifeguard vendor:** Mr. Follweiler reviewed the report enclosed in the packet, noting he is exploring potential lifeguards for the summer pool season. Discussion ensued. Following discussion, upon a motion duly made by Director Roberts, seconded by Director Price and, upon vote, unanimously carried, the Board agreed to appoint Director Leid and Director Price as a pool operations selection committee, with the 2022 contract amount to be determined, but not to exceed the 2021 contract amount plus an additional 5% for potential cost escalation. The contract will be brought back to the May meeting for ratification.

**HOA Manager's Report:** Mr. Bogner reviewed the report that was included in the packet. Discussion ensued regarding broken mail boxes. Mr. Bogner will work with the post office to address the situation.



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### LEGAL MATTERS

**Engagement of special counsel for foreclosure work:** Attorney Bear reviewed the proposals from IDEA and Spencer Fane with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Leid and, upon vote, unanimously carried, the Board approved engagement of Spencer Fane for foreclosures and fee collection.

**Resolution Designating the District's Website for the Online Posting of Meeting Notices and 24-Hour Posting Location:** Attorney Bear reviewed the Resolution with the Board. Following discussion, upon a motion duly made by Director Leid, seconded by Director Roberts and, upon vote, unanimously carried, the Board approved the Resolution Designating the District's Website for the Online Posting of Meeting Notes and 24-Hour Posting Location.

**Other:** None.

### ENGINEER MATTERS

#### **Overall Construction Update:**

**Status update of all construction projects and projections:** Mr. Clutter reviewed the status, funding and budget tracking with the Board that was included in the packet.

#### **Construction Change Orders:**

##### **Change Order No. 03 to Service Agreement for Walden & 104<sup>th</sup> Traffic Signal between the District and Wester States Reclamation:**

Mr. Clutter reviewed the Change Order with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Leid and, upon vote, unanimously carried, the Board approved Change Order No. 03 to the Service Agreement for Walden & 104<sup>th</sup> Traffic Signal between the District and Western States Reclamation in the amount of \$4,383.00.

##### **Change Order No. 06 to Service Agreement for Reunion Ridge Filing No. 1 Improvements between the District and ESCO Construction:**

Mr. Clutter reviewed the Change Order with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Roberts and, upon vote, unanimously carried, the Board approved Change Order No. 06 to the Service Agreement for Reunion Ridge Filing No. 1 Improvements between the District and ESCO Construction in the amount of \$4,750.00.

#### **Landscape Change Orders:**

##### **Change Order No. 03 to Service Agreement for Filing 37 Landscape Improvements between the District and Brightview Landscape**



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**Development:** Mr. Clutter reviewed the Change Order with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Leid and, upon vote, unanimously carried, the Board approved Change Order No. 03 to the Service Agreement for Filing 37 Landscape Improvements between the District and Brightview Landscape Development in the amount of \$161,147.28.

**Change Order No. 02 to Service Agreement for Reunion Ridge Filing No. 1 Ragweed Draw & Phase 1 Landscape Improvements between the District and Designsapes Colorado:** Mr. Clutter reviewed the Change Order with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Leid and, upon vote, unanimously carried, the Board approved Change Order No. 02 to the Service Agreement for Reunion Ridge Filing No. 1 Ragweed Draw & Phase 1 Landscape Improvements between the District and Designsapes Colorado in the amount of \$10,992.08.

**Twenty-First Addendum to Funding and Reimbursement Agreement with Clayton Properties Group II, Inc. for funding for Change Order No. 03 to Agreement for Filing 37 Landscaping:** Following review and discussion, upon a motion duly made by Director Price, seconded by Director Roberts and, upon vote, unanimously carried, the Board approved the Twenty-First Addendum to Funding and Reimbursement Agreement with Clayton Properties Group II, Inc. for funding for Change Order No. 03 to Agreement for Filing 37 Landscaping.

**Underdrain Phase 1 Agreement with QP Services:** Mr. Clutter discussed the Agreement with the Board. Director Price requested the proposal be reduced to the budgeted amount for the project. Mr. Clutter indicated that can likely be accomplished. Following discussion, upon a motion duly made by Director Price, seconded by Director Roberts and, upon vote, unanimously carried, the Board approved the Underdrain Phase 1 Agreement with QP Services subject to the engineer's review and reduction of the scope as practical.

**Final Acceptance of Irrigation and Landscape Improvements for Reunion Filing No. 26A Landscaping and Irrigation:** Mr. Clutter reviewed with the Board. No action taken.

**Sports Court Recommendations:** Mr. Clutter reviewed the recommendations with the Board. Following discussion, the Board determined not to move forward with the Renner work at this time, asking Mr. Clutter to work with his team to get more bids for the work to bring back at the May meeting.

**Other:** None.



## RECORD OF PROCEEDINGS

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### OTHER BUSINESS

Resident Mark Buffington had questions regarding the North Range Metropolitan District No. 2 elections. Ms. Bear responded, indicating she will send the requested documentation.

### ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Leid, seconded by Director Roberts and, upon vote, unanimously carried, the Board adjourned the meeting at 7:28 p.m.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting



**Reunion Metropolitan District  
Interim Claims  
January 28, 2022 - May 11, 2022**

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
2/1/2022	Century Link	Multiple	\$ 523.16
2/3/2022	Ace Hardware at Reunion	1025FEB21	104.97
2/3/2022	Heidi Miller	5/26/2021	55.00
2/8/2022	Altitude Community Law P.C.	Multiple	7,667.56
2/8/2022	Brightview Landscape Development	Multiple	6,009.68
2/8/2022	Colorado Special Districts Property and Liability Pool	Multiple	11,285.00
2/8/2022	Employers Council Services, Inc.	401188	46.80
2/8/2022	Michelle Klabon	2022-1-VC	43.40
2/8/2022	NC Athletic LLC	2456	2,288.00
2/8/2022	Schex Tech LLC	2898ls	262.50
2/8/2022	Shea Homes Limited Partnership	Reimbursement	9,884.26
2/8/2022	South Adams County Water & Sanitation District	Multiple	3,393.08
2/8/2022	Steve Follweiler	Petty Cash Reimbursement 1/24/22	117.08
2/8/2022	T. Charles Wilson Insurance Service	Multiple	1,980.00
2/8/2022	United Power, Inc.	22269	29,828.00
2/8/2022	Vicky Colaleo	2022-1-VC	1,006.60
2/8/2022	Wells Fargo Business Card	3445/1-11-22	910.88
2/8/2022	Xcel Energy	Multiple	1,892.18
2/23/2022	Ace Hardware at Reunion	1008JAN22	36.69
2/23/2022	All Copy Products Inc.	31035548	225.30
2/23/2022	Aquatic Chemical Solutions, Inc.	9938	1,466.38
2/23/2022	Callan Pest Management Services, Inc	Multiple	275.00
2/23/2022	CEBT	INV 0046786	15,096.89
2/23/2022	CliftonLarsonAllen, LLP	Multiple	27,489.04
2/23/2022	Environmental Designs, Inc.	Multiple	78,139.62
2/23/2022	Fit Turf N. Denver Tree Pest	914644	4,000.00
2/23/2022	Home Depot Credit Services	0332 - 01/13/22	216.79
2/23/2022	Horizon	31134798	533.32
2/23/2022	J R Engineering	Multiple	5,161.80
2/23/2022	Lisa Stellato	2022-2-LS	3,818.33
2/23/2022	Mandy Thomas	2022-2-MT	181.30
2/23/2022	MSI, LLC	Multiple	24,323.19
2/23/2022	Playground Safety Solutions, LLC	Multiple	857.00
2/23/2022	Protect Youth Sports	928984	238.50
2/23/2022	Schex Tech LLC	2927ls	637.50
2/23/2022	Sunbelt Rentals, Inc.	120613290-0002	1,380.01
2/23/2022	Utility Notification Center of Colorado	222011129	218.40
2/23/2022	Verizon	9898025844	91.54
2/23/2022	White Bear Ankele Tanaka & Waldron	Multiple	12,856.99
2/23/2022	Wickham Tractor Company	21022	8,600.00
2/25/2022	Sarah Colborg	11/05/21 SC	100.00
2/28/2022	Wells Fargo Business Card	7338/1-11-22	1,715.02
3/3/2022	J R Engineering	79245	144.00
3/3/2022	J R Engineering	Multiple	111,577.94
3/7/2022	Brightview Landscape Development	112th PayApp 10	2,760.00
3/7/2022	Comcast Business	8497 10 168 1287949	203.34
3/7/2022	Employers Council Services, Inc.	406472	80.00
3/7/2022	ID Edge	95870	2,031.64
3/7/2022	Mechanical Solutions, Inc	J-23649	990.00
3/8/2022	Altitude Community Law P.C.	2/21/2022	232.00
3/8/2022	American Fidelity - Supp	D416768	151.04



<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
3/8/2022	Aquatic Chemical Solutions, Inc.	9957	12,936.17
3/8/2022	CEBT	INV 0047404	14,058.87
3/8/2022	Century Link	303-288-4633 962B	370.16
3/8/2022	CliftonLarsonAllen, LLP	3097663	1,588.39
3/8/2022	Colorado Special Districts Property and Liability Pool	POL-0005914	42.00
3/8/2022	Kristel Davison	Refund	100.00
3/8/2022	Michelle Klabon	2022-2-VC	21.00
3/8/2022	NC Athletic LLC	Multiple	2,377.69
3/8/2022	Protect Youth Sports	936284	15.90
3/8/2022	Rachel Wilhelm	Refund	50.00
3/8/2022	Sara Conklin	Refund	100.00
3/8/2022	Scarlet Weiss	Refund	50.00
3/8/2022	Special District Association	Multiple	3,165.51
3/8/2022	Superior Printing Inc. dba Superior Press	4481783	134.20
3/8/2022	The Management Factor	2022-2-BY	1,333.50
3/8/2022	United Power, Inc.	Multiple	5,672.11
3/8/2022	Wells Fargo Business Card	Multiple	3,187.05
3/17/2022	Colorado Designsapes	Multiple	105,308.54
3/17/2022	Hudick Excavating Inc	F38 PayApp 5	305,167.40
3/17/2022	J R Engineering	Multiple	59,249.50
3/17/2022	JBS Pipeline Contractors	PayApp#16	108,187.34
3/18/2022	ESCO Construction	Multiple	754,064.14
3/21/2022	Ace Hardware at Reunion	1025FEB22	110.97
3/21/2022	Ace Hardware at Reunion	1008FEB22	332.47
3/21/2022	BSN Sports, LLC	916241410	576.37
3/21/2022	Comcast Business	8497 10 168 1289749	213.34
3/21/2022	Custom Flag Company	Multiple	210.00
3/21/2022	Herc Rentals Inc	32706484-001	123.08
3/21/2022	L.L. Johnson Distributing Company	Multiple	9,500.00
3/21/2022	North/Western Electrical Corporation	9439	779.66
3/22/2022	All Copy Products Inc.	31221965	244.80
3/22/2022	Animal & Pest Control Specialists	81880	120.00
3/22/2022	Audra Burke	Refund	55.00
3/22/2022	Bill Nance Plumbing & Heating Inc	3362	150.40
3/22/2022	Brightview Landscape Development	112th PayApp 14 & 15	5,520.00
3/22/2022	Callan Pest Management Services, Inc	Multiple	275.00
3/22/2022	Century Link	303-288-4722 193B	154.02
3/22/2022	CliftonLarsonAllen, LLP	Multiple	28,995.88
3/22/2022	Environmental Designs, Inc.	Multiple	74,994.47
3/22/2022	H2O Fire Protection, Inc.	18126	570.00
3/22/2022	Holly Starrett	Refund	90.00
3/22/2022	Home Depot Credit Services	0332 - 2/13/22	163.83
3/22/2022	J R Engineering	79409	3,832.50
3/22/2022	Lisa Stellato	2022-3-LS	3,818.33
3/22/2022	Mandy Thomas	2022-3-MT	209.30
3/22/2022	MSI, LLC	Multiple	15,716.05
3/22/2022	NC Athletic LLC	2461	125.30
3/22/2022	South Adams County Water & Sanitation District	Multiple	4,470.34
3/22/2022	Utility Notification Center of Colorado	222021166	156.00
3/22/2022	Verizon	9900276224	140.11
3/22/2022	White Bear Ankele Tanaka & Waldron	Multiple	26,809.69
3/23/2022	American Fidelity - Supp	D431446	354.17
3/24/2022	CEBT	INV 0047842	14,058.87
3/31/2022	CliftonLarsonAllen, LLP	3120927	24.68
3/31/2022	CliftonLarsonAllen, LLP	3144784	37.28



<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
3/31/2022	CliftonLarsonAllen, LLP	3122999	594.00
3/31/2022	CliftonLarsonAllen, LLP	3033621	1,115.63
3/31/2022	CliftonLarsonAllen, LLP	3145900	1,489.91
3/31/2022	Special District Association	2022 Dues NRMD5	289.50
3/31/2022	T. Charles Wilson Insurance Service	9923	495.00
3/31/2022	White Bear Ankele Tanaka & Waldron	20149	216.28
4/4/2022	Colorado Designsapes	Multiple	149,658.41
4/4/2022	Hudick Excavating Inc	F38 PayApp 6	116,450.86
4/8/2022	Altitude Community Law P.C.	859742	255.00
4/8/2022	Brightview Landscape Development	F37 PayApp 10	38,567.80
4/8/2022	BSN Sports, LLC	916414259	234.00
4/8/2022	Century Link	Multiple	524.18
4/8/2022	Chelsie McKenzie	Reimbursement	50.00
4/8/2022	Colorado Community Media	Multiple	102.56
4/8/2022	Colorado Designsapes	Multiple	167,632.20
4/8/2022	Employers Council Services, Inc.	Multiple	1,560.00
4/8/2022	J R Engineering	79408	1,730.00
4/8/2022	J R Engineering	Multiple	55,091.85
4/8/2022	Larry Weatherwax	Reimbursement	85.00
4/8/2022	Matt Barnett	Reimbursement	50.00
4/8/2022	Night Musick Inc.	2585DEPOSIT	13,050.00
4/8/2022	Schex Tech LLC	2970ls	937.50
4/8/2022	Security Central, Inc.	876859	32.00
4/8/2022	Sybil Brandenburg	Reimbursement	55.00
4/8/2022	United Power, Inc.	Multiple	4,723.92
4/8/2022	Wells Fargo Business Card	Multiple	4,403.75
4/8/2022	Xcel Energy	Multiple	3,198.00
4/13/2022	Animal & Pest Control Specialists	79903	348.00
4/22/2022	Ace Hardware at Reunion	1008MAR22	57.25
4/22/2022	All Copy Products Inc.	31416122	249.80
4/22/2022	Amanda Rivers	Reimbursement	55.00
4/22/2022	American Fidelity - Supp	D441703	366.56
4/22/2022	Arkansas Valley Seed, Inc.	2201448	7,940.00
4/22/2022	Bobcat of the Rockies	11398864	9,431.84
4/22/2022	BSN Sports, LLC	Multiple	416.00
4/22/2022	Callan Pest Management Services, Inc	Multiple	275.00
4/22/2022	CEBT	INV 0048239	14,058.87
4/22/2022	CliftonLarsonAllen, LLP	3218213	10,739.93
4/22/2022	Colorado Designsapes	Filing35 10AB PayApp 17	36,302.57
4/22/2022	Comcast Business	8497 10 168 1289749	203.34
4/22/2022	Elite Aquatics, LLC	20220414	19,111.33
4/22/2022	Environmental Designs, Inc.	Multiple	37,510.28
4/22/2022	J R Engineering	79630	2,595.00
4/22/2022	J R Engineering	Multiple	2,955.24
4/22/2022	L.L. Johnson Distributing Company	Multiple	18,722.08
4/22/2022	Lisa Stellato	2022-4-LS	3,818.33
4/22/2022	Mandy Thomas	2022-4-MT	261.10
4/22/2022	MSI, LLC	Multiple	19,454.89
4/22/2022	Nate Giacomia	Reimbursement	25.00
4/22/2022	Protect Youth Sports	944254	151.05
4/22/2022	Renewable Earth Materials	Multiple	996.25
4/22/2022	Security Central, Inc.	Multiple	1,215.25
4/22/2022	South Adams County Water & Sanitation District	Multiple	3,200.42
4/22/2022	Target Specialty Products	Multiple	2,340.00
4/22/2022	United Power, Inc.	Multiple	4,736.13



<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
4/22/2022	Utility Notification Center of Colorado	222031205	269.10
4/22/2022	Verizon	9902575970	91.48
4/22/2022	White Bear Ankele Tanaka & Waldron	Multiple	28,696.31
4/22/2022	Xcel Energy	53-2868243-3	354.19
4/22/2022	YMCA of Metropolitan Denver	Multiple	41,566.33
5/4/2022	J R Engineering	Multiple	44,519.40
5/9/2022	Employers Council Services, Inc.	414467	100.00
5/10/2022	Brightview Landscape Development	Multiple	176,295.69
5/10/2022	Century Link	Multiple	523.10
5/10/2022	CliftonLarsonAllen, LLP	3243923	15,782.65
5/10/2022	Colorado Designsapes	Multiple	146,692.07
5/10/2022	Haynie & Company	Multiple	7,900.00
5/10/2022	Julianne Semensow	Reimbursement	22.50
5/10/2022	Lewis R. Ortiz	2022-4-LO	47.60
5/10/2022	Lynn Hufnagel	Reimbursement	10.00
5/10/2022	Michelle Klabon	2022-4-MK	10.50
5/10/2022	NC Athletic LLC	Multiple	3,821.00
5/10/2022	Regina Ibarra	Reimbursement	25.00
5/10/2022	Schex Tech LLC	Multiple	937.50
5/10/2022	South Adams County Water & Sanitation District	Multiple	3,058.34
5/10/2022	Vicky Colaleo	2022-2-VC	472.50
5/10/2022	Victoria Clarke	2022-4-VC	42.00
5/10/2022	Wells Fargo Business Card	Multiple	2,248.58
5/10/2022	Xcel Energy	Multiple	1,342.04
		<b>Total</b>	<b><u><u>\$ 3,188,194.84</u></u></b>



**REUNION METROPOLITAN DISTRICT**

**FINANCIAL STATEMENTS**

**March 31, 2022**



**Reunion Metropolitan District**  
**Balance Sheet - Governmental Funds**  
**March 31, 2022**

	Governmental Funds					Business-Type Funds	
	General Fund	Spec Rev-Rec Center Fund	Spec Rev-HOA Fund	Debt Service Fund	Capital Projects Fund	Enterprise Fund	All Funds
<b>ASSETS</b>							
Cash	\$ 80,222	\$ 696,243	\$ 219,899	\$ -	\$ 600,531	\$ -	\$ 1,596,895
Colostrust	148,631	605,218	204,461	-	2,369,535	-	3,327,845
UMB Bond Fund Series 2017	-	-	-	6	-	-	6
UMB - Subordinate Project Fund Series 2017B	-	-	-	-	4,025,570	-	4,025,570
UMB - Bond Fund Series 2021A	-	-	-	-	-	1,278,369	1,278,369
UMB - Reserve Fund Series 2021A	-	-	-	-	-	3,342,594	3,342,594
UMB - Surplus Fund Series 2021A	-	-	-	-	-	2,972,469	2,972,469
UMB - Revenue Fund Series 2021A	-	-	-	-	-	4	4
Accounts Receivable	5,574	42,604	56,860	-	206,896	-	311,934
Allowance for fees not collected	-	-	(15,000)	-	-	-	(15,000)
Prepaid and Other Assets	8,956	5,103	-	-	-	-	14,059
Due from Other Funds	11,243	-	-	942,509	-	650	954,402
Due from Other Government	1,331,225	-	-	-	78,230	-	1,409,455
ERU Credits	-	-	-	-	-	43,669,334	43,669,334
<b>TOTAL ASSETS</b>	<b>\$ 1,585,851</b>	<b>\$ 1,349,168</b>	<b>\$ 466,220</b>	<b>\$ 942,515</b>	<b>\$ 7,280,762</b>	<b>\$ 51,263,420</b>	<b>\$ 62,887,936</b>
<b>LIABILITIES AND FUND BALANCE</b>							
<b>LIABILITIES</b>							
Accounts Payable	\$ 80,023	\$ 71,939	\$ 17,723	\$ -	\$ 584,953	\$ -	\$ 754,638
Homeowner escrow/deposits	-	-	11,583	-	-	-	11,583
Deferred revenue	-	188,444	52,903	-	-	-	241,347
Due to other government	-	-	-	-	268,900	-	268,900
Retainage payable	3,893	-	-	-	282,830	-	286,723
Due to Other Funds	-	-	-	-	943,159	11,243	954,402
Bonds payable, net	-	-	-	-	-	53,671,500	53,671,500
<b>TOTAL LIABILITIES</b>	<b>83,916</b>	<b>260,383</b>	<b>82,209</b>	<b>-</b>	<b>\$ 2,079,842</b>	<b>53,682,743</b>	<b>56,189,093</b>
<b>FUND BALANCES</b>	<b>1,501,935</b>	<b>1,088,785</b>	<b>384,011</b>	<b>942,515</b>	<b>5,200,920</b>	<b>(2,419,323)</b>	<b>6,698,843</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ 1,585,851</b>	<b>\$ 1,349,168</b>	<b>\$ 466,220</b>	<b>\$ 942,515</b>	<b>\$ 7,280,762</b>	<b>\$ 51,263,420</b>	<b>\$ 62,887,936</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**  
**Statement of Revenue, Expenditures and**  
**Changes in Fund Balance - Budget and Actual**  
**For the Month Ended March 31, 2022**

General Fund

	Annual Budget	Year to Date Actual	Variance	Variance %
Revenue				
Interest income	\$ 290	\$ 44	\$ (246)	(84.97)
Miscellaneous income	10,000	-	(10,000)	(100.00)
Alleyway costs reimbursement	3,000	3,000	-	-
Intergovernmental - NRMD 1	1,794,450	825,203	(969,247)	(54.01)
Intergovernmental - NRMD 2	993,713	430,820	(562,893)	(56.64)
Intergovernmental - NRMD 3	210,446	31,837	(178,609)	(84.87)
Intergovernmental - NRMD 4	7,393	3,278	(4,115)	(55.65)
Carriage Home (NRMD1 & 2 sub-district)	226,980	56,745	(170,235)	(75.00)
Sterling Duet fees (NRMD2)	35,000	14,835	(20,165)	(57.61)
Reunion Ridge F1 Fees (NRMD3)	-	1,518	1,518	(100.00)
Total Revenue	<u>3,281,272</u>	<u>1,367,280</u>	<u>(1,913,992)</u>	<u>(58.33)</u>
Expenditures				
District General Operations & Administration	332,780	113,283	219,497	65.95
Intergovernmental Expenditure	125,791	29,297	96,494	76.70
District Property Maintenance	3,145,296	410,544	2,734,752	86.94
Total Expenditures	<u>3,603,867</u>	<u>553,124</u>	<u>3,050,743</u>	<u>84.65</u>
Excess of Revenue Over (Under) Expenditures	(322,595)	814,156	1,136,751	352.37
Fund Balance - Beginning	<u>552,350</u>	<u>687,778</u>	<u>135,428</u>	<u>24.51</u>
Fund Balance - Ending	<u>\$ 229,755</u>	<u>\$ 1,501,935</u>	<u>\$ 1,272,180</u>	<u>553.71</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, 2022**

Special Revenue Fund - Rec Center

	Annual Budget	Year To Date Actual	Variance	Variance %
Revenue				
Recreation Fees	\$ 957,600	\$ 264,269	\$ (693,331)	(72.40)
Allowance for fees not collected	(5,000)	-	5,000	100.00
Recreation Fees, Other	10,000	4,115	(5,885)	(58.85)
Program Fees	175,000	40,359	(134,641)	(76.93)
Interest Income	450	113	(337)	(74.97)
Miscellaneous Income	5,000	15,410	10,410	208.20
Total Revenue	<u>1,143,050</u>	<u>324,266</u>	<u>(818,784)</u>	<u>(71.63)</u>
Expenditures				
Rec Center Operations	794,604	176,485	618,119	77.78
Reunion Park Pool Operations	203,731	3,964	199,767	98.05
Southlawn Pool Operations	177,901	14,457	163,444	91.87
Programs	172,090	38,005	134,085	77.91
Reunion Park Concession Building	19,100	2,231	16,869	88.31
Reunion Coffee House	39,000	3,382	35,618	91.32
Recreation Amenities	135,000	2,147	132,853	98.40
Total Expenditures	<u>1,541,426</u>	<u>240,671</u>	<u>1,300,755</u>	<u>84.38</u>
Total Excess of Revenue Over (Under) Expenditures	<u>(398,376)</u>	<u>83,595</u>	<u>481,971</u>	<u>120.98</u>
Fund Balance - Beginning	<u>649,418</u>	<u>1,005,189</u>	<u>355,771</u>	<u>54.78</u>
Fund Balance - Ending	<u><u>\$ 251,042</u></u>	<u><u>\$ 1,088,784</u></u>	<u><u>\$ 837,742</u></u>	<u><u>333.70</u></u>



**Reunion Metropolitan District**  
**Statement of Revenue, Expenditures and**  
**Changes in Fund Balance - Budget and Actual**  
**For the Month Ended March 31, 2022**

Special Revenue Fund - HOA

	Annual Budget	Year To Date Actual	Variance	Variance %
Revenue				
Assessment	\$ 268,800	\$ 74,190	\$ (194,610)	(72.39)
HOA other fees	2,000	-	(2,000)	(100.00)
Violations and penalties	5,000	7,263	2,263	45.25
Allowance for fees not collected	(15,000)	-	15,000	100.00
AR Processing	15,000	12,100	(2,900)	(19.33)
Legal Fees Reimbursement	5,000	6,281	1,281	25.62
Interest Income	300	43	(257)	(85.80)
Total Revenue	<u>281,100</u>	<u>99,877</u>	<u>(181,223)</u>	<u>(64.46)</u>
Expenditures				
HOA Operating Expenses	<u>277,389</u>	<u>94,804</u>	<u>182,585</u>	<u>65.82</u>
Total Expenditures	<u>277,389</u>	<u>94,804</u>	<u>182,585</u>	<u>65.82</u>
Excess of Revenue Over (Under) Expenditures	3,711	5,073	1,362	36.70
Fund Balance - Beginning	<u>380,294</u>	<u>378,937</u>	<u>(1,357)</u>	<u>(0.35)</u>
Fund Balance - Ending	<u>\$ 384,005</u>	<u>\$ 384,010</u>	<u>\$ 5</u>	<u>-</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, 2022**

Debt Service Fund

	Annual Budget	Year To Date Actual	Variance	Variance %
Revenue				
Interest Income	1,000	-	(1,000)	(100.00)
Total Revenue	1,000	-	(1,000)	(100.00)
Expenditures				
Bond principal payment	652,000	-	652,000	(100.00)
Bond interest - 2017	2,099,294	-	2,099,294	(100.00)
Paying agent/trustee fees	3,500	-	3,500	(100.00)
Total Expenditures	2,754,794	-	2,754,794	(100.00)
Total Excess of Revenue Over (Under) Expenditures	(2,753,794)	-	2,753,794	(100.00)
Other Financing Sources (Uses)				
Transfer from other fund	2,478,794	319,388	(2,159,406)	(87.11)
Total Other Financing Sources (Uses)	2,478,794	319,388	(2,159,406)	(87.11)
Total Excess of Rev & Other Financing Sources	(275,000)	319,388	594,388	(216.14)
Fund Balance - Beginning	275,000	623,127	348,127	126.59
Fund Balance - Ending	-	942,515	942,515	100.00

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, 2022**

Capital Projects Fund

	Annual Budget	Year To Date Actual	Variance	Variance %
Revenue				
System Development Fees - NR2	\$ 183,750	\$ 179,375	\$ (4,375)	(2.38)
System Development Fees - NR3	1,470,000	210,556	(1,259,444)	(85.67)
Interest Income	-	763	763	100.00
Cost Reimbursement South Adams County W&S	-	399,815	399,815	100.00
MLEPA payment from NR1MD	2,436,399	-	(2,436,399)	(100.00)
MLEPA payment from NR4MD	19,974	9,413	(10,561)	(52.87)
Transfer from NR3	4,451,000	-	(4,451,000)	(100.00)
Total Revenue	8,561,123	799,922	(7,761,201)	(90.65)
Expenditures				
Intergovernmental-SDFs to NR2	147,000	143,500	3,500	(2.38)
Intergovernmental-SDFs to NR3	957,600	122,550	835,050	(87.20)
Legal services	30,000	4,571	25,429	(84.76)
Accounting	15,000	7,254	7,746	(51.64)
District management	5,000	72	4,928	(98.55)
Capital Projects				
Engineering	50,000	8,129	41,871	(83.74)
Underdrain repair/maintenance	-	665	(665)	100.00
Second Creek Crossing - O'Brian Canal/Re- gional Pond	-	10,400	(10,400)	100.00
Reunion Village 7-B & 7-E	-	967	(967)	100.00
112th Ave/Chambers/Parkside	-	1,840	(1,840)	100.00
Reunion Ridge Filing 1	20,000	63,015	(43,015)	215.07
Filing 35/36 Landscaping	727,300	-	727,300	(100.00)
Filing 37 Landscaping	743,200	54,315	688,885	(92.69)
Reunion Village 7A	-	83,340	(83,340)	100.00
Chambers Road (106th to 112th)	-	9,277	(9,277)	100.00
Filing 26A Landscape	-	144	(144)	100.00
Reunion Ridge Filing 1Landscape	3,600,000	465,061	3,134,939	(87.08)
Filing 38 Infrastructure	-	443,809	(443,809)	100.00
Filing 27 Landscape	-	4,325	(4,325)	100.00
Altura Street (104th to 106th Ave)	1,520,000	-	1,520,000	(100.00)
Filing #2 (Biscay and 100th Ave)	360,000	-	360,000	(100.00)
Total Capital Projects	7,020,500	1,145,287	5,875,213	(83.68)
Contingency	101,600	-	101,600	(100.00)
Total Expenditures	8,276,700	1,423,234	6,853,466	(82.80)
Excess of Revenue Over (Under) Expenditures	284,423	(623,312)	(907,735)	(319.14)
Other Financing Sources (Uses)				
Developer advance	5,804,886	1,739,492	(4,065,394)	(70.03)
Developer repayment	(4,451,000)	-	4,451,000	(100.00)
Transfer to other fund	(2,478,794)	(319,388)	2,159,406	(87.11)
Total Other Financing Sources (Uses)	(1,124,908)	1,420,104	2,545,012	(226.24)
Excess of Revenue & Other Financing Sources Over Expenditures & Other Uses	(840,485)	796,792	1,637,277	(194.80)
Fund Balance - Beginning	862,144	4,404,128	3,541,984	410.83
Fund Balance - Ending	\$ 21,659	\$ 5,200,920	\$ 5,179,261	23,912.74

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, 2022**

## Enterprise Fund

	Annual Budget	Year to Date Actual	Variance	Variance %
Revenue				
Administrative Fee	2,600	-	(2,600)	(100.00)
ERU Building Credits	2,787,926	-	(2,787,926)	(100.00)
ERU Irrigation Credits	908,096	-	(908,096)	(100.00)
Interest Income	500	2,682	2,182	100.00
Total Revenue	3,699,122	2,682	(3,696,440)	(200.00)
Expenditures				
ERU Admin Fee	10,250	-	10,250	100.00
Administrative and Filing Fees	5,200	5,605	(405)	(7.79)
Bond Interest - Series 2021A	1,610,406	-	1,610,406	100.00
Bond Principal - Series 2021A	835,000	-	835,000	100.00
Trustee Fees	10,000	-	10,000	100.00
Total Expenditures	2,470,856	5,605	2,465,251	292.21
Excess of Revenue Over (Under) Expenditures	1,228,266	(2,923)	(1,231,189)	(100.24)
Fund Balance - Beginning	6,348,746	7,585,766	1,237,020	-
Fund Balance - Ending	<u>\$ 7,577,012</u>	7,582,843	<u>\$ 5,831</u>	0.08
Reconciliation of Budget to GAAP				
ERU credits		43,669,334		
Bonds payable		<u>(53,671,500)</u>		
Total Net Position		<u>\$ (2,419,323)</u>		



**REUNION METROPOLITAN DISTRICT  
2022 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 .10%.

**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. Residential development fees are as follows:

<u>Single Family</u>	<u>Lot Size</u>
\$ 4,375	Less Than 7,500 Square Feet
\$ 5,625	Between 7,500 and 11,999 Square Feet
\$ 6,250	Over 12,000 Square Feet
<u>Multi Family</u>	<u>Lot Size</u>
\$ 3,750	Per Dwelling

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 \$1,181 per lot 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  
2022 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 2022 is \$28.50 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 2022 is \$8.00 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.

**Sterling Duet Fees**

The District imposes a monthly maintenance fee of \$65 per month on all occupied residential properties within the boundaries of Filing 36 in order to fund the service costs of the filing.

**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  
2022 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues - (continued)**

**Enterprise - ERU Credits Revenue**

RMD/ERU Water Credits are rights conveyed to the Issuer pursuant to the ERU Purchase Agreement and are comprised of the RMD/ERU Building Credits and the RMD/ERU Irrigation Credits. The Water Credit Fees are set forth in the Resolution Concerning the Imposition of ERU Water Credit Fees. Per the resolution, the Water Credit Fees set forth for the RMD/ERU Building Credits are \$9,533 and for the RMD/ERU Irrigation Credits are \$7,021 in 2022.

**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.



**REUNION METROPOLITAN DISTRICT  
2022 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures (Continued)**

**Debt and Leases (Continued)**

On June 28, 2021, the District acting through its Enterprise, issued Series 2021 Revenue Bonds. The Senior Bonds will bear interest at 3.625%, payable semi-annually on June 1 and December 1, beginning on December 1, 2021. Annual mandatory sinking fund principal payments are due on December 1 of each year beginning on December 1, 2022. The Senior Bonds mature on December 1, 2044. To the extent principal of any Senior Bonds is not paid when due, such principal shall remain outstanding until paid or discharged. To the extent interest on any Senior Bond is not paid when due, such interest shall compound semiannually on each interest payment date (June 1 and December 1) at the rate then borne by the Senior Bond. In the event that any amount of principal or interest on the Senior Bonds remains unpaid after the application of all Senior Pledged Revenue available after the sale of all RMD/ERU Water Credits, the Senior Bonds shall be deemed discharged.

The Senior Reserve Fund is initially to be funded in the amount of the Reserve Requirement of \$3,341,906 upon the issuance of the Bonds. The Senior Reserve Fund is required to be maintained in an amount equal to the lesser of the Reserve Requirement or 10% of the principal amount of the Senior Bonds then outstanding, calculated on each Interest Payment Date and on the date of any optional redemption.

Senior Pledged Revenue that is not needed to pay debt service on the Senior Bonds in any year will be deposited to and held in the Senior Surplus Fund, up to the Maximum Surplus Amount of \$4,442,500. The Senior Reserve Fund is required to be maintained in an amount equal to the lesser of the Maximum Surplus Amount or 10% of the principal amount of the Senior Bonds then outstanding, calculated on each Interest Payment Date and on the date of any optional redemption.

The Subordinate Bonds will bear interest at the rate of 8.000% per annum and payable annually on December 15, but only to the extent of available Subordinate Pledged Revenue. The Subordinate Bonds are structured as cash flow bonds meaning that there are no scheduled payments of principal or interest. Unpaid interest on the Subordinate Bonds compounds annually on each December 15. The Subordinate Bonds mature on December 15, 2044. In the event that any amount of principal or interest on the Subordinate Bonds remains unpaid after the application of all Subordinate Pledged Revenue available after the sale of all RMD/ERU Water Credits, the Subordinate Bonds shall be deemed discharged.

The District has no operating or capital leases.



**REUNION METROPOLITAN DISTRICT  
2022 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.

**Debt Service Reserve**

The District maintains a debt service reserve as required with the issuance of the Series 2021 Bonds.



**REUNION METROPOLITAN DISTRICT**  
**SCHEDULE OF ESTIMATED DEBT SERVICE REQUIREMENTS TO MATURITY**  
**December 31, 2022**

**\$44,425,000 Special Revenue Bonds**

**Series 2021A**

**Dated June 30, 2021**

**Principal Due December 1**

**Interest Rate 3.625%**

**Payable June 1 and December 1**

<b>Year</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2022	\$ 835,000	\$ 1,610,406	\$ 2,445,406
2023	2,280,000	1,580,138	3,860,138
2024	4,338,000	1,497,488	5,835,488
2025	4,852,000	1,340,235	6,192,235
2026	6,928,000	1,164,350	8,092,350
2027	8,102,000	913,210	9,015,210
2028	8,994,000	619,513	9,613,513
2029	8,096,000	293,480	8,389,480
	<u>\$ 44,425,000</u>	<u>\$ 9,018,820</u>	<u>\$ 53,443,820</u>



**Schedule of Cash Position**  
**March 31, 2022**  
**As of May 2, 2022**

	General Fund	Rec Center Fund	HOA Fund	Debt Service Fund	Capital Projects Fund	Enterprise Fund	Total
<b>Wells Fargo Checking</b>							
Balance as of 3/31/2022	\$ 45,450.51	\$ 666,951.27	\$ 69,730.41	\$ -	\$ 600,530.44	\$ -	\$ 1,382,662.63
Subsequent activities:							
04/01/22 Centurylink Autopay	-	(524.18)	-	-	-	-	(524.18)
04/04/22 RMD Draw #20	-	-	-	-	1,730.00	-	1,730.00
04/04/22 Transfer from Colotrust	100,000.00	-	-	-	-	-	100,000.00
04/04/22 Vouchers Payable (paid via Bill.com)	-	-	-	-	(266,109.27)	-	(266,109.27)
04/05/22 Wells Fargo CC Autopay	(3,011.30)	(1,392.45)	-	-	-	-	(4,403.75)
04/06/22 Conoco Phillips	(648.38)	-	-	-	-	-	(648.38)
04/07/22 ADP Wages & Taxes	(12,631.42)	(10,994.75)	-	-	-	-	(23,626.17)
04/08/22 Wire to Nationwide (457b) for 4/8/2022 Paydate	(890.43)	(407.21)	-	-	-	-	(1,297.64)
04/08/22 Fitness Equipment Lease Autopay	-	(4,096.80)	-	-	-	-	(4,096.80)
04/08/22 Vouchers Payable (paid via Bill.com)	(2,600.06)	(7,031.00)	(6,780.00)	-	(263,021.85)	-	(279,432.91)
04/11/22 Bank Fees	(45.34)	-	-	-	-	-	(45.34)
04/12/22 Bill.com Void Payment	1,316.00	-	-	-	-	-	1,316.00
04/13/22 Vouchers Payable (paid via Bill.com)	(348.00)	-	-	-	-	-	(348.00)
04/15/22 Xcel Energy Autopay	-	(1,322.90)	-	-	-	-	(1,322.90)
04/15/22 Republic Service Autopay	-	(333.98)	-	-	-	-	(333.98)
04/18/22 Centurylink Autopay	-	(134.66)	-	-	-	-	(134.66)
04/19/22 Ford Lease Payment	(1,044.57)	-	-	-	-	-	(1,044.57)
04/20/22 RMD Draw #21	-	-	-	-	38,897.57	-	38,897.57
04/20/22 Transfer from Colotrust	150,000.00	-	-	-	-	-	150,000.00
04/20/22 CEBT ACH	(8,955.67)	(5,103.20)	-	-	-	-	(14,058.87)
04/20/22 Xcel Energy Autopay	-	(354.19)	-	-	-	-	(354.19)
04/21/22 Wex Fleet Card Pmt	(334.39)	-	-	-	-	-	(334.39)
04/21/22 ADP Wages & Taxes	(12,517.06)	(11,601.37)	-	-	-	-	(24,118.43)
04/22/22 Transfer from NRMD 2	300,000.00	-	-	-	-	-	300,000.00
04/22/22 Vouchers Payable (paid via Bill.com)	(113,939.96)	(70,503.16)	(21,200.49)	-	(43,373.12)	-	(249,016.73)
04/26/22 Wire to Nationwide (457b) for 4/26/2022 Paydate	(799.23)	(407.21)	-	-	-	-	(1,206.44)
04/26/22 United Power Autopay	(1,472.36)	(3,263.77)	-	-	-	-	(4,736.13)
04/29/22 MSI Deposit	18,915.00	71,266.17	20,100.71	-	-	-	110,281.88
Anticipated Vouchers Payable (Paid via Bill.com)	(22,141.29)	(8,962.23)	(2,182.96)	-	(322,297.43)	-	(355,583.91)
Anticipated CEBT Wire	(8,955.67)	(5,103.20)	-	-	-	-	(14,058.87)
Anticipated Fitness Equipment Lease Autopay	-	(4,096.80)	-	-	-	-	(4,096.80)
Anticipated Ford Payment	-	(1,044.57)	-	-	-	-	(1,044.57)
Anticipated Transfer to Colotrust	(100,000.00)	(400,000.00)	-	-	-	-	(500,000.00)
Anticipated Transfer from Colotrust Enterprise	-	-	-	-	1,500.00	-	1,500.00
Anticipated Transfer from Colotrust	-	-	-	-	255,000.00	-	255,000.00
Anticipated Balance	325,346.38	201,539.81	59,667.67	-	2,856.34	-	589,410.20
<b>Wells Fargo Lockbox</b>							
Balance as of 3/31/2022	-	90,459.54	-	-	-	-	90,459.54
Subsequent activities:							
04/01/22 Transfer to Colotrust	-	(85,000.00)	-	-	-	-	(85,000.00)
04/30/22 April Bank Fees	-	(2,038.27)	-	-	-	-	(2,038.27)
04/30/22 April Bank Deposits	-	11,989.20	-	-	-	-	11,989.20
05/02/22 May Bank Deposits to Date	-	4,941.33	-	-	-	-	4,941.33
Anticipated Balance	-	20,351.80	-	-	-	-	20,351.80
<b>COLOTRUST PRIME (CO-01-1125-4001)</b>							
Balance as of 3/31/2022	146,511.86	605,218.06	204,461.65	-	2,368,034.98	-	3,324,226.55
Subsequent activities:							
04/01/22 Transfer from Wells Fargo Lockbox	-	85,000.00	-	-	-	-	85,000.00
04/04/22 Transfer to Wells Fargo	(100,000.00)	-	-	-	-	-	(100,000.00)
04/04/22 Transfer to NRMD 2	-	-	-	-	(143,500.00)	-	(143,500.00)
04/04/22 Transfer from NRMD 1	133,522.84	-	-	-	-	-	133,522.84
04/04/22 Deposit - SDF & Impact Fees	-	-	-	-	24,931.00	-	24,931.00
04/12/22 Deposit - SDF & Impact Fees	-	-	-	-	51,875.00	-	51,875.00
04/18/22 Deposit - SDF & Impact Fees	-	-	-	-	17,500.00	-	17,500.00
04/20/22 Transfer to Wells Fargo	(150,000.00)	-	-	-	-	-	(150,000.00)
04/29/22 Transfer from NRMD 4	3,953.73	-	-	-	11,071.01	-	15,024.74
04/29/22 Transfer from NRMD 1	787,115.25	-	-	-	131,067.49	-	918,182.74
04/29/22 Transfer from NRMD 3	31,851.09	-	-	-	-	-	31,851.09
04/30/22 Interest Income	24.61	101.66	34.34	-	397.76	-	558.37
Anticipated transfer to RMD 2017 Bond Fund	-	-	-	-	(1,073,576.23)	-	(1,073,576.23)
Anticipated transfer from NRMD No. 5	2,438.64	-	-	-	-	-	2,438.64
Anticipated transfer to Wells Fargo Checking	-	-	-	-	(255,000.00)	-	(255,000.00)
Anticipated transfer SDF's to North Range MD No. 3	-	-	-	-	(125,400.00)	-	(125,400.00)
Anticipated transfer from Wells Fargo	100,000.00	400,000.00	-	-	-	-	500,000.00
Anticipated Balance	955,418.02	1,090,319.72	204,495.99	-	1,007,401.01	-	3,257,634.74
<b>COLOTRUST PRIME ENTERPRISE (CO-01-2069-8001)</b>							
Balance as of 3/31/2022	2,118.66	-	-	-	1,500.00	-	3,618.66
Subsequent activities:							
04/30/22 Interest Income	-	-	-	-	1.34	-	1.34
Anticipated transfer to Wells Fargo Checking	(2,118.66)	-	-	-	(1,500.00)	-	(3,618.66)
Anticipated Balance	-	-	-	-	1.34	-	1.34

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.



**Schedule of Cash Position**  
**March 31, 2022**  
**As of May 2, 2022**

	General Fund	Rec Center Fund	HOA Fund	Debt Service Fund	Capital Projects Fund	Enterprise Fund	Total
<b><u>UMB - 2017 Bond Fund</u></b>							
Balance as of 3/31/2022	-	-	-	6.22	-	-	6.22
Subsequent activities:							
<i>Anticipated transfer from NRMF No. 1</i>	-	-	-	1,291,793.27	-	-	1,291,793.27
<i>Anticipated transfer from Colotrust</i>	-	-	-	1,073,576.23	-	-	1,073,576.23
<i>Anticipated Balance</i>	-	-	-	2,365,375.72	-	-	2,365,375.72
<b><u>UMB - 2017 Project Fund - District No. 2 Subaccount</u></b>							
Balance as of 3/31/2022	-	-	-	-	4,025,569.34	-	4,025,569.34
Subsequent activities:							
04/04/22 RMD Draw #20	-	-	-	-	(1,730.00)	-	(1,730.00)
04/20/22 RMD Draw #21	-	-	-	-	(38,897.57)	-	(38,897.57)
<i>Anticipated Balance</i>	-	-	-	-	3,984,941.77	-	3,984,941.77
<b><i>RMD Project Fund - District No. 2 Funds to date = \$10,200,000</i></b>							
<b><u>UMB - 2021 Reserve Fund</u></b>							
Balance as of 3/31/2022	-	-	-	-	-	3,342,594.04	3,342,594.04
Subsequent activities:							
<i>Anticipated Balance</i>	-	-	-	-	-	3,342,594.04	3,342,594.04
<b><u>UMB - 2021 Bond Fund</u></b>							
Balance as of 3/31/2022	-	-	-	-	-	1,278,368.81	1,278,368.81
Subsequent activities:							
<i>Anticipated Debt Service Payment</i>	-	-	-	-	-	(805,203.00)	(805,203.00)
<i>Anticipated Balance</i>	-	-	-	-	-	473,165.81	473,165.81
<b><u>UMB - 2021 Revenue Fund</u></b>							
Balance as of 3/31/2022	-	-	-	-	-	3.94	3.94
Subsequent activities:							
<i>Anticipated Balance</i>	-	-	-	-	-	3.94	3.94
<b><u>UMB - 2021 Surplus Fund</u></b>							
Balance as of 3/31/2022	-	-	-	-	-	2,972,469.32	2,972,469.32
Subsequent activities:							
<i>Anticipated Balance</i>	-	-	-	-	-	2,972,469.32	2,972,469.32
<i>Anticipated total balance</i>	<i>\$ 1,280,764.40</i>	<i>\$ 1,312,211.33</i>	<i>\$ 264,163.66</i>	<i>\$ 2,365,375.72</i>	<i>\$ 4,995,200.46</i>	<i>\$ 6,788,233.11</i>	<i>\$ 17,005,948.68</i>

**Yield information (thru 4/30/2022):**

Colotrust Prime - .2002%  
Colotrust Plus - .4492%



**REUNION METROPOLITAN DISTRICT  
RESOLUTION TO AMEND 2022 BUDGET**

WHEREAS, the Board of Directors of Reunion Metropolitan District (the “**District**”) certifies that at a special meeting of the Board of Directors of the District held May 16, 2022, 2022, a public hearing was held regarding the 2022 amended budget, and, subsequent thereto, the following Resolution was adopted by affirmative vote of a majority of the Board of Directors:

WHEREAS, the Board of Directors of the District adopted a budget and appropriated funds for fiscal year 2022 as follows:

Recreation Center Fund	\$1,541,426
and;	

WHEREAS, the necessity has arisen for additional expenditures by the District due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for fiscal year 2022; and

WHEREAS, funds are available for such expenditure.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District does hereby amend the adopted budget for fiscal year 2022 as follows:

Recreation Center Fund	\$1,681,426
------------------------	-------------

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

*[Remainder of page intentionally left blank.]*



ADOPTED this 16<sup>th</sup> day of May, 2022.

**REUNION METROPOLITAN DISTRICT**

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

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the District

STATE OF COLORADO  
COUNTY OF ADAMS  
REUNION METROPOLITAN DISTRICT

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted at a meeting held via teleconference on May 16, 2022, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_



**REUNION METROPOLITAN DISTRICT  
RECREATION CENTER FUND  
2022 AMENDED BUDGET**

	BUDGET 2022	AMENDED 2022
BEGINNING FUND BALANCE	\$ 649,418	\$ 1,005,190
REVENUES		
Recreation fees	957,600	957,600
(Allowance for fees not collected)	(5,000)	(5,000)
Recreation fees, other	10,000	10,000
Program fees	175,000	175,000
Interest income	450	450
Miscellaneous income	5,000	5,000
Total revenues	1,143,050	1,143,050
Total funds available	1,792,468	2,148,240
EXPENDITURES		
Recreation Center operations	794,604	794,604
Pool operations	381,632	381,632
Recreation programs	172,090	172,090
Concession building	19,100	19,100
Reunion coffee house	39,000	39,000
Recreation amenities	135,000	275,000
Total expenditures	1,541,426	1,681,426
Total expenditures and transfers out requiring appropriation	1,541,426	1,681,426
ENDING FUND BALANCE	\$ 251,042	\$ 466,814



**REUNION METROPOLITAN DISTRICT  
RECREATION CENTER FUND  
2022 AMENDED BUDGET**

	BUDGET 2022	AMENDED 2022
BEGINNING FUND BALANCE	\$ 649,418	\$ 1,005,190
REVENUES		
Recreation fees	957,600	957,600
(Allowance for fees not collected)	(5,000)	(5,000)
Recreation fees, other	10,000	10,000
Program fees	175,000	175,000
Interest income	450	450
Miscellaneous income	5,000	5,000
Total revenues	1,143,050	1,143,050
Total funds available	1,792,468	2,148,240
EXPENDITURES		
Recreation Center operations	794,604	794,604
Pool operations	381,632	381,632
Recreation programs	172,090	172,090
Concession building	19,100	19,100
Reunion coffee house	39,000	39,000
Recreation amenities	135,000	275,000
Total expenditures	1,541,426	1,681,426
Total expenditures and transfers out requiring appropriation	1,541,426	1,681,426
ENDING FUND BALANCE	\$ 251,042	\$ 466,814



Reunion Metropolitan District  
c/o Kristen Bear, Counsel  
White Bear Ankele Tanaka & Waldron LLP  
2151 E Commons Ave.  
Centennial, CO 80122  
[kbear@wbapc.com](mailto:kbear@wbapc.com)

November 4, 2021

Re: Underwriter/Placement Agent Engagement Letter  
**Limited Tax General Obligation Refunding and Improvement Bonds, Series 2022**  
**(the “Securities”)**

Dear Kristen:

This letter confirms the agreement (the “Agreement”) between Piper Sandler & Co. (“Piper Sandler” or “we” or “us”) and **Reunion Metropolitan District** (the “Issuer” or “you”) as follows:

1. **Engagement.** The Issuer hereby engages Piper Sandler to serve as an underwriter or placement agent for the Securities. As currently contemplated, the transaction will be an underwriting or private placement of the Securities with gross proceeds to be determined. Sale and delivery of the Securities by the Issuer will occur on the day of closing (“Closing Date”).
2. **Scope of Services.** We understand that the decision to either conduct a public sale of the Securities or sell the Securities in a private placement to a single or limited number of investors will be made by you sometime in the future. As a preliminary matter, we can assist you in determining whether to pursue a public sale or a private placement to a bank or other financial institution, based upon the facts and circumstances in evidence at that time. Depending on the capacity in which we would be acting, Piper Sandler agrees, as appropriate and directed by you, to provide the following services.

As an Underwriter:

- (a) Develop a financing plan for the Securities and assist you in determining the economic impact of the Securities;
- (b) Provide advice concerning structure, timing, terms and other similar matters concerning the Securities, including recommendations as to maturities, interest rates, structure, security, timing, and amount of proceeds needed to implement your project;
- (c) Review and make comments with respect to sale documents, as applicable, including Explanatory Statements, Authorizing Bond Resolutions, bond declarations and indentures and other underlying documents relating to the Securities;
- (d) Develop a sale schedule that incorporates all aspects of bringing Securities to market and arranging for a successful closing of the transaction;
- (e) Assist in the preparation of the preliminary and final Official Statements to be issued by you relating to the Securities for final approval by you and your agents, including bond counsel;
- (f) Distribute preliminary and final Official Statements and other documents to a broad list of institutions, banks, trusts, insurance companies, professional investment advisors, and other prospective investors in Securities;



- (g) Develop a marketing plan for the offering, including identification of potential investors;
- (h) Negotiate the pricing, including the interest rate, and other terms of Securities;
- (i) Obtain CUSIP number(s) for Securities and arranging for their DTC book-entry eligibility as required;
- (j) Provide a final schedule of debt service payments for Securities;
- (k) Review and make comments with respect to closing documents prepared by Bond Counsel;
- (l) Plan and arrange for the closing and settlement of the issuance and the delivery of Securities; and
- (m) Other activities that are integral to the purchase and distribution of the Securities and activities integral to fulfilling the role of a placement agent or underwriter including under the antifraud provisions of the federal securities laws and the obligations of Piper Sandler under MSRB rules.

*As a Placement Agent:*

- (a) consult with you in planning and implementing the placement of the Securities;
- (b) assist you in reviewing any transaction materials (the “Transaction Materials”) we mutually agree are beneficial or necessary to the consummation of the transaction;
- (c) assist you in preparing for due diligence conducted by potential investors;
- (d) identify potential investors and use our reasonable commercial efforts to assist in arranging sales of the Securities to investors;
- (e) assist you in negotiating definitive documentation.

3. ***Fees and Expenses.***

For our services, you agree to pay us an underwriting discount as described below of the total par amount of the Securities payable as a discount to the purchase price or by wire transfer of immediately available funds at closing. All transactions are subject to a \$30,000 minimum fee. For avoidance of doubt, the fee shall not be payable in the event a closing of the Securities does not occur.

Private Placement to the Developer	Non-Rated Senior Debt	Non-Rated Subordinate Debt
1%	2%	3%

4. ***Representations, Warranties and Agreements of the Issuer.***

You represent and warrant to, and agree with us, that:

- (a) the Securities will be sold by you in compliance with the requirements for exemptions from registration or qualification of, and otherwise in accordance with, all federal and state securities laws and regulations;
- (b) you will make available to us and each purchaser such documents and other information which we and each purchaser reasonably deem (the “Transaction Materials”) appropriate



and will provide access to your officers, directors, employees, accountants, counsel and other representatives and will provide each purchaser and us opportunities to ask questions and receive answers from these persons; it being understood that we and each purchaser will rely solely upon such information supplied by you and your representatives without assuming any responsibility for independent investigation or verification thereof; and

- (c) you agree to be responsible for the accuracy and completeness of any Transaction Materials to the extent of federal securities laws applicable to the transaction. You agree to notify us promptly, at any time prior to the Closing Date, of any material adverse changes, or development that may lead to any material adverse change, in your business, properties, operations, financial condition or prospects and concerning any statement contained in any Transaction Materials, or in any other information provided to us, which is not accurate or which is incomplete or misleading in any material respect;
- (d) all financial projections that have or will be made available to Piper Sandler by you or any of your representatives in connection with the Transaction (the "Projections") have been and will be prepared in good faith and will be based upon assumptions believed by you to be reasonable (it being understood that projections by their nature are inherently uncertain and no assurances are being given that the results reflected in the Projections will be achieved);
- (e) On the Closing Date, you will deliver or cause to be delivered to us an Opinion of Bond Counsel to you, dated the Closing Date relating to: the validity of the Securities; exemption from registration and qualification under federal and state securities law; and if applicable the tax-exempt status of the Securities, together with a reliance letter from such counsel, dated the Closing Date and addressed to us and in a form acceptable to us.

5. **Other Matters Relating to Our Engagement.** The parties agree that we are not making a final commitment to underwrite or place securities until certain events have occurred including among other things, a successful authorizing bond election, satisfactory completion and execution of all final documentation for an offering including all terms and conditions and credit approval by Piper Sandler's internal credit approval process. This Agreement is therefore not a final commitment by us express or implied, to underwrite, place or purchase any securities. If you elect to conduct a public offering of the Securities, you and Piper Sandler will enter into a definitive bond purchase agreement which shall supersede the provisions of this agreement in any conflicting respects, except that the parties agree that the fee provisions set forth in Section 3 will continue to apply.

You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. As underwriter or placement agent, Piper Sandler may provide advice concerning the structure, timing, terms, and other similar matters concerning the transaction. You acknowledge and agree that: (i) the primary role of Piper Sandler as an underwriter or placement agent, is to sell or place securities to investors in an arms-length commercial transaction and that Piper Sandler has financial and other interests that differ from your interests (ii) Piper Sandler is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated herein and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Sandler has provided other services or is currently providing other services to you on other matters) (iii) the only obligations Piper Sandler has to you with respect to the transaction contemplated hereby expressly are set forth in this agreement and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent deemed appropriate in connection with the transaction contemplated herein.

6. **Disclosure.** Attached to this letter are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this



time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the Securities. If our understanding is incorrect, please notify the undersigned immediately.

7. **Termination.** You or we may terminate our engagement under this agreement, with or without cause, upon ten days' written notice to the other party. The fee, expense reimbursement, your representations, warranties and agreements, and miscellaneous provisions of this agreement will survive any termination of our engagement under this agreement.
8. **Section Headings.** Section headings contained herein are for convenience of reference only and are not part of this agreement.
9. **Amendment.** This agreement may be amended only by a written instrument executed by each of the Parties. The terms of this agreement may be waived only by a written instrument executed by the party waiving compliance.
10. **Entire Agreement.** This agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings relating to the subject matter of this agreement.
11. **No Assignment.** This agreement has been made by the Issuer and Piper Sandler, and no other person shall acquire or have any right under or by virtue of this agreement.
12. **Governing Law.** This agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this agreement or the negotiation, execution or performance of this agreement, will be governed by and construed in accordance with the laws of Colorado. You and we hereby waive all right to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort or otherwise) in connection with any dispute arising out of this agreement or any matters contemplated by this agreement.
13. **Consent to Jurisdiction; Service of Process.** The parties each hereby (a) submits to the jurisdiction of any state or federal court sitting in the County in which the District is located, State of Colorado for the resolution of any claim or dispute with respect to or arising out of or relating to this agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this agreement other than in a state or federal court sitting in the County in which the District is located, State of Colorado and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 17. Nothing in this agreement will affect the right of any party to this agreement to serve process in any other manner permitted by law.
14. **Effectiveness.** This agreement shall become effective upon its execution by duly authorized officials of all parties hereto and shall be valid and enforceable from and after the time of such execution.
15. **Severability.** In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions.



16. **Counterparts.** This agreement may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which shall be an original and all of which shall constitute but one and the same instrument.
17. **Notices.** Any notice required or permitted to be given under this agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, facsimile or overnight courier to the addresses set forth on the first page of this agreement with a copy sent to the General Counsel of such Party.
18. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Please confirm that the foregoing correctly and completely sets forth our understanding by signing and returning to us the enclosed duplicate of this engagement agreement.

Sincerely,



**Mike Sullivan, Senior Vice President**  
Piper Sandler & Co.

Acknowledgement and Approval of Engagement  
and Receipt of Appendix A Disclosures

\_\_\_\_\_  
**Authorized Signor**  
**Reunion Metropolitan District**

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



## Appendix A – G-17 Disclosure

Thank you for engaging Piper Sandler & Co. (“Piper Sandler”) to serve as your underwriter. We are writing to provide you with certain disclosures relating to the captioned bond issue (Bonds), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).<sup>1</sup>

Piper Sandler & Co. intends to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our underwriting services, we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are now broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures.

### ***Dealer-Specific Conflicts of Interest Disclosures***

Piper Sandler has not identified any actual or potential material conflicts of interest.

### ***Transaction-Specific Disclosures***

- Disclosures Concerning Complex Municipal Securities Financing:
  - Since we have not recommended a “complex municipal securities financing” to the Issuer or Obligor, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

### ***Standard Disclosures***

- Disclosures Concerning the Underwriters’ Role:
  - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
  - The underwriters’ primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
  - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
  - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.
  - The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
  - The underwriters will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>2</sup>
- Disclosures Concerning the Underwriters’ Compensation:
  - The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be

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<sup>1</sup> Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

<sup>2</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters’ obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.



contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the underwriters to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

You have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately. We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgment that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.



## Appendix B – Fixed Rate Bonds

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

### Financial Characteristics

*Maturity and Interest.* Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

*Redemption.* Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

### Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

*General Obligation Bonds.* “General obligation (GO) bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. The debt service on “unlimited tax” GO bonds are paid from ad valorem taxes which are not subject to state constitutional property tax millage limits, whereas “limited tax” GO Bonds are subject to such limits.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds generally will have certain rights under state law to compel you to impose a tax levy.

*Revenue Bonds.* “Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit, and you (or, if you are a conduit issuer, the obligor, as described in the following paragraph) are obligated to



pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding “Security” is only a summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

### **Financial Risk Considerations**

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

*Issuer Default Risk.* You may be in default if the funds pledged to secure your bonds are not enough to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Bonds payable from the general fund, particularly bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General Fund Obligations that are Project Based. Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service



on the bonds. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.

General Fund Obligations that are Subject to Annual Appropriation. Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

*“Cash Flow” Structure of the Bonds and the Risk of Compounding Interest.* The Bonds are expected to possess a “cash flow” structure, meaning that no regularly scheduled principal payments are due prior to the maturity date, and interest payments not paid when due will accrue and compound until sufficient Pledged Revenue is available for payment. To the extent your cash flow is insufficient to pay interest when due on the Bonds, the unpaid interest will compound. Compounding could substantially increase your overall debt burden.

*Redemption Risk.* Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

*Refinancing Risk.* If your financing plan contemplates refinancing some or all the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

*Reinvestment Risk.* You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

*Tax Compliance Risk.* The issuance of tax-exempt bonds is subject to several requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.



This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.



## CERTIFICATE OF REUNION METROPOLITAN DISTRICT

I, the undersigned duly authorized representative of Reunion Metropolitan District, in the City of Commerce City, Adams County, Colorado (the “**Reunion District**”), certify to North Range Metropolitan District No. 3, in the City of Commerce City, Adams County, Colorado (the “**District**”) in connection with the Permitted Draw Request in the amount of \$4,451,000 submitted by the District pursuant to the Indenture of Trust (Subordinate) dated as November 1, 2020 (the “**Original Indenture**”), as amended and supplemented by the First Supplemental Indenture of Trust (Subordinate) dated as of March 1, 2022 (the “**First Supplemental Indenture**” and collectively with the “**Original Indenture**,” the “**Indenture**”) between the District and UMB Bank, n.a., as Trustee, for the payment or reimbursement of amounts due and payable to the Developer by the Reunion District under the Reimbursement Agreement, which amount the District is obligated to repay in accordance with the MLEPA. All capitalized terms not otherwise defined herein shall be defined as in the Indenture.

1. Based on a review of the documentation submitted by the Developer, the Reunion District hereby finds that there is due and payable to the Developer under the Reimbursement Agreement a total amount of \$4,451,000 (the “**Payment Obligation**”), representing \$4,451,000 in principal amount and \$0 in accrued interest with respect to advances made by the Developer to the Reunion District to finance costs of Public Improvements reimbursable to the Developer in accordance with the Reimbursement Agreement and that all conditions precedent to such amount constituting an obligation payable under the Reimbursement Agreement have been satisfied.

2. The Reunion District has found and determined that the Payment Obligation is incurred with respect to Public Improvements which constitute “Public Improvements” under the MLEPA, that the costs of such Public Improvements are “Certified District Eligible Costs for District No. 3 Improvements” as defined in the Reimbursement Agreement, and that the Payment Obligation constitutes “Developer Debt” under the MLEPA, which the District is obligated to pay in accordance with the MLEPA.

3. I understand that the District and its agents and counsel will rely on the certifications and findings contained herein for purposes of making the Permitted Draw Request under the Indenture to repay the Payment Obligation.

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

REUNION METROPOLITAN DISTRICT

\_\_\_\_\_  
Authorized Representative

[Signature Page to Reunion Metropolitan District Certificate]



**EXHIBIT D**

**To**

**TRUST INDENTURE**

**DISTRICT CERTIFICATE (AS REQUIRED BY §2.01)**

**CERTIFICATE OF**

**REUNION METROPOLITAN DISTRICT,  
CITY OF COMMERCE CITY, COLORADO**

In connection with the issuance by Reunion Metropolitan District (the “**District**”) of its Revenue Bonds, Series 2017 (the “**Bonds**”), in an amount not to exceed \$21,600,000 (the “**Permitted Draw Amount**”), issued pursuant to the Trust Indenture dated as of June 1, 2017 (the “**Indenture**”), between the District and UMB Bank, n.a., as trustee (the “**Trustee**”), the undersigned hereby certifies that he is an Authorized Representative, authorized to execute and deliver this certificate on behalf of the District, and that:

- (i) On June 30, 2017, the District issued its Revenue Bond, Series 2017 in the aggregate principal amount of \$16,600,000 (the “**Initial Bond**”);
- (ii) Pursuant to Section 2.01(e) of the Indenture, during the Permitted Draw Period, and so long as there is not continuing an uncured Event of Default under the Indenture, and subject to the terms therein, the Trustee is authorized and directed to authenticate and deliver additional Bonds in an aggregate principal amount of up to \$5,000,000 from time to time in accordance with written direction by the District of the delivery of the additional Bonds;
- (iii) the principal amount of the additional Bonds to be issued is \$5,000,000;
- (iv) as of the date hereof, the Permitted Draw Amount is \$5,000,000;
- (v) the principal amount of the additional Bonds to be issued is not in excess of Permitted Draw Amount;
- (vi) the date of issuance of the additional Bonds is May 20, 2022, which is not less than five (5) Business Days subsequent to the date of this District Certificate;
- (vii) as of the date hereof, No Event of Default exists under the Indenture;
- (viii) the District hereby requests and authorizes the Trustee, on behalf of the District, to authenticate and deliver a Bond in an amount of the Permitted Draw in accordance with the Indenture;
- (ix) the Purchaser of the additional Bonds shall be Clayton Properties Group, Inc.;
- (x) the principal amount of the additional Bonds is due and owing to the Purchaser in exchange for the deposit of a like amount of cash with the Trustee for deposit into the Project Fund pursuant to the Indenture.



- (xi) *[complete if funds have previously been advanced by the Developer to the District pursuant to the Amended and Restated Facilities Acquisition Agreement]* funds have previously been advanced by the Developer to the District pursuant to the Amended and Restated Facilities Acquisition Agreement for the following purposes

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N/A

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- (xii) Capitalized terms used herein but not defined shall have the meaning assigned to such term in the Indenture.

IN WITNESS thereof, the undersigned has executed this Certificate as of May 16, 2022.

REUNION METROPOLITAN DISTRICT  
CITY OF COMMERCE CITY, COLORADO

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

Attested by: \_\_\_\_\_  
Secretary





## Reunion Metro District Parks and Irrigation Manager Report May 16, 2022

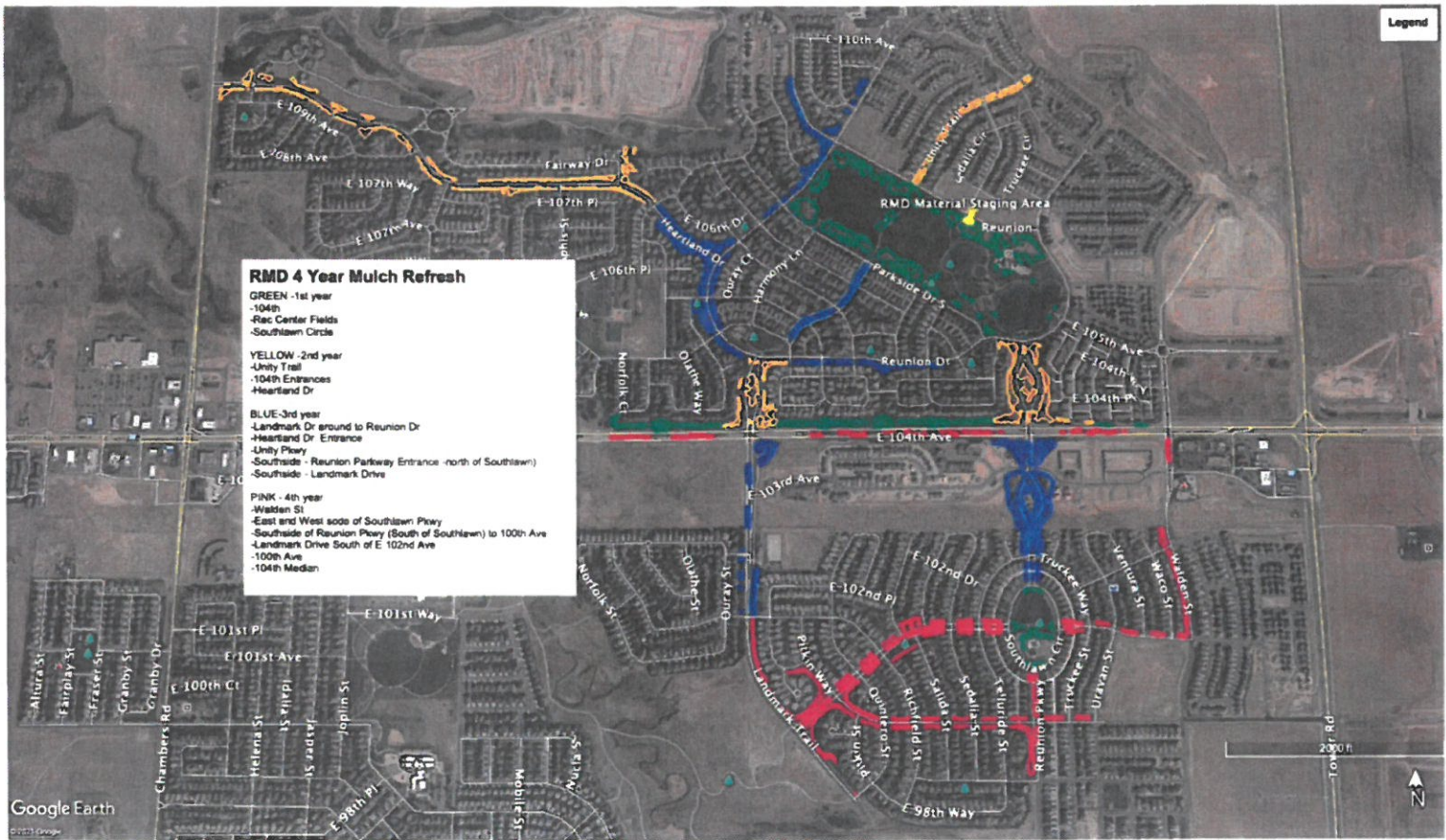
### IRRIGATION STATUS:

- To date, irrigation system has not been turned on. Due to the lack of moisture, we have had in the beginning of 2022, irrigation system has been started and system checks are ongoing. We are currently running at 30 to 40 percent.
- We are working closely with South Adams Water to determine if there will be any restrictions to the district filling the lake this season.
- 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. During system checks we discovered an issue with the booster pump on Reunion for South lawn. We are in the process of getting it repaired.
- Nick, Kylie, Jordan, Joel, and Guillermo partook in classes on irrigation central control systems during March to update them on recent changes in the irrigation control systems.

### 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.
- Second year of the new 4-year mulch refresh has been completed. This was approved in the February board meeting. Maps Provided









## **Operations and Facilities Manager Board Report Board Meeting: Monday, May 16, 2022**

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

#### ***Thanks!***

I have officially given my notice of resignation as the Operations and Facilities Manager of the Reunion Metropolitan District on Monday, April 25. My last day will be Friday, May 13. Some of the reasons for my departure include my desire to pursue other opportunities that were presented to me.

In my 5.5 years with the District, I will forever be grateful for the opportunity to work in this role. I will cherish the relationships and the memories that were created while working in this fine community. I wish you and the Reunion community the best, both today and moving forward. Thanks again!

#### ***Activities Coordinator***

Matt Darby, our Activities Coordinator, resigned from his employment on Wednesday, April 27. Accepting another job, his last day will be Saturday, May 14.

#### ***Pools***

We continue to prepare for the Memorial Day opening weekend. Pools will open on Friday, May 27 (pools close for the season on Labor Day, Monday, September 5). Elite Aquatics will be the pool operator for the 2022 season. They continue to hire lifeguards. I've also sent a lot of people their way in hopes of getting more lifeguards hired.

I have also hired 11 additional staff. Many of these staff will help with check-in at the pools.



Aquatic Chemical Solutions began preparing the Recreation Center Pool for opening last week (cleaning and filling). The Southlawn Pool has been de-winterized last week. Cleaning and filling should be begin early next week at this location.

Hours for the pools will be 12-8p on Mondays, Wednesdays and Fridays. All other days, the pools will be open from 10a-8p. Memorial Day and Labor Day hours are 12-8p. Independence Day hours are 12-5p.

### ***Recreation Center***

The Recreation Center continues to do well in terms of visits. The facility will be closed on both Memorial Day (May 30) and Labor Day (September 5).

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

#### **2022**

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##### **February 1-April 30, 2022**

<b>Dates</b>	<b>Total Visits</b>
February 1-28 , 2022	3233
March 1-31, 2022	3976
April 1-30, 2022	3530
	<hr/>
	10,739*

#### **2021**

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##### **February 1-April 30, 2021**

<b>Dates</b>	<b>Total Visits</b>
February 1-28, 2021	2325
March 1-31, 2021	2489
April 1-30, 2021	2569
	<hr/>
	7383

*\*+3356 visits in 2022 compared to 2021*

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### **Calendar of Events for 2022**

*I would anticipate Bling Entertainment taking on a larger role with these events until a new Operations and Facilities Manager is hired. Nancy with Bling is fabulous and has helped with our events for the past few years.*

#### **Red, White and Blue Fest – Saturday, June 25, 1-5p**

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

Fireworks, an annual tradition, will end the festivities. The shoot site will be close to the normal location – just on the other side of Tower Road. Night Musick will again be the contractor delivering the fireworks show.

#### **Holiday Happenings – Saturday, December 3**

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, June 11, July 30

Shine On Car Show – Saturday, September 10

Truck or Treat – Sunday, October 24

**Food Truck Thursdays** – Thursday evenings – June 16, 30, July 14, 28, August 11, 25. Events will be held in the Reunion Recreation Center West Parking Lot.

**Hot Dog Days of Summer** – Wednesday evenings – June 8 , July 13 and August 10 held in the Reunion Recreation Center/Pool parking lot.

**Reunion Farmers' Markets** – These markets have been moved to the STEAD School for 2022.



**Program Numbers****February 1 – April 30, 2022**

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<b><u>Programs</u></b>	<b><u>District</u></b>	<b><u>Non-District</u></b>	<b><u>Revenue Collected</u></b>
Adult Fitness – Yoga	4	0	\$45.00
Personal Training	8		\$675.00
Kids Canvas	40	13	\$931.00
Youth Soccer	210	101	\$14,272.50
Preschool	48	33	\$16,364.25
CARA Volleyball	40	10	\$3,625.00
Flag Football	73		\$1,080.00
Mommy & Me	6	1	\$60.00
Gymnastics	20	10	\$604.80
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<b>Totals</b>	<b>449</b>	<b>168</b>	<b>\$37,657.55</b>



# Memo

To: RMD Board

From: Steve Follweiler

cc: Matt Urkoski, Anna Jones

Date: April 25, 2022

Re: Rec Center Part-Time Staff Hourly Pay Rate Increase

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RMD Board – As you know, we are experiencing a somewhat challenging labor market due to COVID-19 and associated direct and indirect market impacts. As a result, the rec center has seen a fair amount of staff turnover since the end of 2021 and into 2022. The turnover has been primarily due to higher wages being offered in similar jobs in the northern metro area. Below is a table illustrating rates for newly hired employees at similar agencies:

Adams County	\$15.00
Arapahoe Park and Recreation District	\$13.50
City of Aurora	\$16.00
City of Brighton	\$17.25
City of Commerce City	\$15.31
City of Westminster	\$15.00
City of Wheat Ridge	\$15.26
Hyland Hills Park and Recreation District	\$15.00
South Suburban Parks and Recreation District	\$15.00



Matt Urkoski, District Manager, has coordinated with Employers Council to obtain comparable wages based on wage survey data for the Front Range. Utilizing that data, Matt worked with and received approval from board members Brett Price and Kelly Leid to develop the revised hourly pay rates outlined below.

The Metropolitan District was previously hiring new, hourly employees at (or around) the minimum wage, currently \$12.56. After losing nine staff (including two to the City of Commerce City) since November 2021, in addition to lack of applications being submitted, the following rates for part-time staff have been amended, effective 4/17/22:

- Increase RMD recreation center part-time staff minimum starting pay from \$12.56 to \$14.50 per hour (and not to exceed \$15.50).
- Current employees have received an increase of 3% above the \$14.50 starting pay for each year worked at RMD.

These changes will be reflected on paychecks beginning May 6, 2022. This adjustment will increase total staff wages by approximately \$40,000 in 2022. The additional \$40,000 in expenses will be attributed to the recreation center fund which has sufficient reserves to cover this adjustment this budget cycle.



# INVOICE

**Night Musick** inc.



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

INV. #2585 – Feb. 18, 2022

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EVENT DATE	- Saturday, June 25, 2022
SPONSOR	- Reunion Metropolitan District
SPONSOR CONTACT	- Steve Follweiler
PERFORMANCE	- Fireworks Display 1.3g, Reunion
DESCRIPTION	- See Effects List in Contract 2/18/2022

CONTRACT AMOUNT (~9% cost increase over 2021)	\$26,100.00
INSURANCE	Incl.
Fire Dept Permit Fees	\$300.00
<b>DEPOSIT (Now Due)</b>	<b>\$13,050.00</b>
<u>BALANCE (DUE NET 14)</u>	<u>\$13,050.00</u>

**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 (FIREWORKS DISPLAY)

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "**Agreement**"), is entered into as of the 18<sup>th</sup> day of February, 2022, 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

DocuSigned by:

*Kelly Reid*

639A8BA27EBE4FB...

Officer of the District

**ATTEST:**

DocuSigned by:

*Brett Price*

CA13C05C3EF1467...

**APPROVED AS TO FORM:**

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

DocuSigned by:

*Kristen Bear*

1D49665F0E7344B...

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Fireworks Display  
Services with Night Musick, Inc, dated [REDACTED], 2020 2022*

*(u)*



**CONTRACTOR:**

NIGHT MUSICK, INC., a Colorado corporation

Marc A Williams

Printed Name

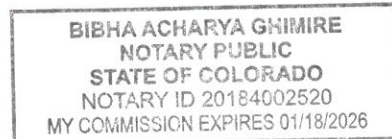
Pres.

Title

STATE OF COLORADO )

COUNTY OF Douglas ) ss.The foregoing instrument was acknowledged before me this 18 day of February 2020, by Marc Alan Williams as the Pres. of Night Musick, Inc.

Witness my hand and official seal.

My commission expires: 01/18/2026  
Notary Public

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





## 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.

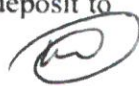
K. The District agrees to provide a deposit equal to 50% of the contract price no later than fourteen (14) days from the date of this Agreement, and further agrees to provide the balance of the contract price as set forth in paragraph 7 of this Agreement. Any unpaid balance after the final balance is 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 14 days prior to the Event Date. If the 2022 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. 2023 

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. 2023 

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 A****SCOPE OF SERVICES/COMPENSATION SCHEDULE**

The Contractor will provide the fireworks display described below for the District on Saturday, ~~June 26, 2021~~ **JUNE 25, 2022**, in consideration of the sum of twenty six thousand one hundred dollars (\$26,100.00) under the following conditions and agreements.

**REUNION METRO DISTRICT EFFECTS LIST – June 25th, 2022**  
**PREPARED 2/18/2022 - \$26,100.00**

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.



**EXHIBIT B****CONTRACTOR'S COMPLETED W-9**

<b>W-9</b> Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
Name (as shown on your income tax return) <b>Night Musick Inc</b>		
Business name, if different from above		
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt <input type="checkbox"/> Other (see instructions) ▶		
Address (number, street, and apt. or suite no.) <b>17850 E. Cloudberry Dr.</b>		Requester's name and address (optional)
City, state, and ZIP code <b>Parker, CO 80134</b>		
List account number(s) here (optional)		
<b>Part I Taxpayer Identification Number (TIN)</b>		
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.		
Social security number <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		or Employer identification number <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
<b>Part II Certification</b>		
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).		
<b>Certification instructions.</b> 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 on page 4.		
<b>Sign Here</b>	Signature of U.S. person	Date ▶ <b>2/18/2022</b>
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted.		
<b>Purpose of Form</b> A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:		
1. Certify that the TIN you are giving is correct for you are		
<b>Definition of a U.S. person.</b> For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). <b>Special rules for partnerships.</b> Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax.		



## 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 (2021-2022 insurance policy no. PY/21-0219 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 CERTIFICATE(S) OF INSURANCE**

Certificate of Insurance						
31194				Issue Date: 2/16/2022		
<b>PRODUCER</b> Professional Program Insurance Brokerage 1304 Southpoint Blvd., Suite 101 Petaluma, CA 94954			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED</b>  Night Musick, Inc. 17850 E. Cloudberry Drive Parker, CO 80134			INSURERS AFFORDING COVERAGE			
			INSURER A: Underwriter's at Lloyd's, London			
			INSURER B:			
			INSURER C:			
			INSURER D:			
<b>COVERAGES:</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE 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.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	PY/21-0219	9/29/2021	9/29/2022	EACH ACCIDENT	\$2,000,000
					MEDICAL EXP (any one person)	
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/OPS AGG	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Certificate holder is additional insured as respects the following:						
Date(s) of Display:		6/25/2022				
Location:		Reunion Residential Community at Tower Road & 104th Ave; Fired from an open field east of community owned by an additional insured (L.C. Fulenwider, Inc.)				
Additional Insured:		L.C. Fulenwider, Inc. DIBC Buffalo Hills Ranch, LLC FFP-DIA, LLC Third Creek Farming Co. LTD, Paul Warner as a sponsor, General Partner, Reunion Metropolitan District, Clayton Properties Group II, Inc, Fully's III Inc., Oakwood Homes, LLC, South Adams County Fire Dept				
Rain Date(s):		6/26/2022				
Type of Display:		Aerial Fireworks Display				
<b>CERTIFICATE HOLDER</b>  Reunion Metropolitan District 17910 Parkside Dr. N Commerce City, CO 80022				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
				 AUTHORIZED REPRESENTATIVE		



**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,

NIGHT MUSICK, INC.

is a

Corporation

formed or registered on 05/11/1987 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 19871725342 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/17/2021 that have been posted, and by documents delivered to this office electronically through 03/18/2021 @ 11:34:49 .

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 03/18/2021 @ 11:34:49 in accordance with applicable law. This certificate is assigned Confirmation Number 13029194 .



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."*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/17/2022

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> B & B AGENCY/ FLOYD 143 E HARVARD ST, FT COLLINS, CO 80525	<b>CONTACT</b> NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com														
<b>INSURED</b> NIGHT MUSICK INC 17850 E CLOUDBERRY PARKER, CO 80134	<table border="1"> <tr> <th data-bbox="812 577 1421 598">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1421 577 1547 598">NAIC #</th> </tr> <tr> <td data-bbox="812 598 1421 619">INSURER A : Artisan and Truckers Casualty Company</td> <td data-bbox="1421 598 1547 619">10194</td> </tr> <tr> <td data-bbox="812 619 1421 640">INSURER B :</td> <td data-bbox="1421 619 1547 640"></td> </tr> <tr> <td data-bbox="812 640 1421 661">INSURER C :</td> <td data-bbox="1421 640 1547 661"></td> </tr> <tr> <td data-bbox="812 661 1421 682">INSURER D :</td> <td data-bbox="1421 661 1547 682"></td> </tr> <tr> <td data-bbox="812 682 1421 703">INSURER E :</td> <td data-bbox="1421 682 1547 703"></td> </tr> <tr> <td data-bbox="812 703 1421 724">INSURER F :</td> <td data-bbox="1421 703 1547 724"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Artisan and Truckers Casualty Company	10194	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

## COVERAGES

CERTIFICATE NUMBER: 594451369081503007D021722T170514

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	08088521	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

REUNION METRO DISTRICT 17910 E PARKSIDE DR NORTH COMMERCE CITY, CO 80022	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
--	--



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

<b>AGENCY</b> B & B AGENCY/ FLOYD		<b>NAMED INSURED</b> NIGHT MUSICK INC 17850 E CLOUDBERRY PARKER, CO 80134	
<b>POLICY NUMBER</b> 08088521		<b>EFFECTIVE DATE:</b> 07/01/2021	
<b>CARRIER</b> Artisan and Truckers Casualty Company	<b>NAIC CODE</b> 10194		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** 25    **FORM TITLE:** Certificate of Liability Insurance

### Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	\$1,000,000 Combined Single Limit

### Description of Location/Vehicles/Special Items

#### Scheduled autos only

2019 CHEVROLET SILVERADO C2500 1GC1KTEY1KF172844	
Collision	\$1,000 Ded
Comprehensive	\$1,000 Ded
Medical Payments	\$5,000
Roadside Assistance	Selected w/\$0 Ded
1999 FORD ECONOLINE 1FBSS31S3XHB55646	
Medical Payments	\$5,000

Liability coverage may not apply to all scheduled vehicles.

### Additional Information

Reunion Metro District is listed as an Additional Insured on this commercial auto policy.





7501 E. Lowry Blvd.  
Denver, CO 80230-7006  
303.361.4000 / 800.873.7242  
[Pinnacol.com](http://Pinnacol.com)

December 1, 2021  
Policy #: 4075340

#### ITEM 1. INSURED

Night Musick Inc  
17850 E Cloudberry Dr  
Parker, CO 80134

Allegiance/.00

ITEM 2. POLICY PERIOD: FROM: 12/01/2021 TO 12/01/2022  
12:01 A.M. MOUNTAIN STANDARD TIME

ITEM 3. A. Workers' Compensation Insurance: Part One of the policy applies to the workers' compensation law of the states listed here:

COLORADO

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3 A. The limits of our liability under part two are:

BODILY INJURY BY ACCIDENT	\$500,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	\$500,000	EACH EMPLOYEE
BODILY INJURY BY DISEASE	\$500,000	POLICY LIMIT

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

NONE

(Please contact Pinnacol Assurance for information on coverage outside the state of Colorado)

D. This policy includes the attached endorsements and schedules:

414	Notification of Change in Ownership Endorsement
511	Other State Endorsement
CAT09	Catastrophe (Other than Certified Acts of Terrorism)
TRPRA	Terrorism Risk Insurance Program Reauthorization Act of 2015

ITEM 4. We will determine the premium for this policy by our manuals of rules, classifications, rates and rating plans. All information required below is subject to verification and change by audit. The statements of estimated advanced premium are also a part of this policy.



**Certificate Of Completion**

Envelope Id: F89D20B23DFE45A18A949D5F74792EF3

Status: Completed

Subject: Reunion MD Night Music Fireworks Display Agreement for signature.pdf

Client Name: Reunion MD

Client Number: 011-042159-OS01-2022

Source Envelope:

Document Pages: 25

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kathy Suazo

AutoNav: Enabled

220 South 6th Street

Envelopeld Stamping: Enabled

Suite 300

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Minneapolis, MN 55402

Kathy.Suazo@claconnect.com

IP Address: 165.225.10.179

**Record Tracking**

Status: Original

Holder: Kathy Suazo

Location: DocuSign

3/10/2022 5:57:16 PM

Kathy.Suazo@claconnect.com

**Signer Events**

Kelly Leid

kleid@oakwoodhomesco.com

Board Member

Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
  
639A8BA27EBE4FB...Signature Adoption: Pre-selected Style  
Using IP Address: 72.217.11.29**Timestamp**

Sent: 3/10/2022 6:02:12 PM

Viewed: 3/11/2022 6:10:00 PM

Signed: 3/11/2022 6:10:07 PM

**Electronic Record and Signature Disclosure:**

Accepted: 3/11/2022 6:10:00 PM

ID: 7f24fd49-cada-4912-8905-95a8146061ea

Brett Price

bprice@oakwoodhomesco.com

Regional Vice President of Land Dev

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
CA13C05C3EF1467...Signature Adoption: Pre-selected Style  
Using IP Address: 73.78.36.242  
Signed using mobile

Sent: 3/11/2022 6:10:09 PM

Viewed: 3/12/2022 7:36:39 AM

Signed: 3/12/2022 7:37:02 AM

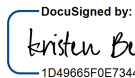
**Electronic Record and Signature Disclosure:**

Accepted: 3/12/2022 7:36:39 AM

ID: 419ac5da-32cb-4a3f-bd22-f190f8c33108

Kristen Bear

kbear@wbapc.com

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
1D49665F0E7344B...Signature Adoption: Pre-selected Style  
Using IP Address: 64.98.54.237

Sent: 3/12/2022 7:37:04 AM

Viewed: 3/18/2022 11:23:55 AM

Signed: 3/18/2022 11:24:08 AM

**Electronic Record and Signature Disclosure:**

Accepted: 3/18/2022 11:23:55 AM

ID: 27b8c802-d0fb-447e-902b-f9bee9582b81

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**



Intermediary Delivery Events	Status	Timestamp
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Maudie Johns mjohms@wbapc.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 3/18/2022 11:24:10 AM Viewed: 3/18/2022 11:31:03 AM
Steve Follweiler operationsmanager@reunionmetro.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 3/20/2022 4:32:22 PM ID: 47fd1730-ccb6-4005-85df-cf081bf06b0c	COPIED	Sent: 3/18/2022 11:24:11 AM Resent: 3/25/2022 12:50:42 PM Viewed: 3/25/2022 12:56:12 PM
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	3/10/2022 6:02:12 PM
Certified Delivered	Security Checked	3/18/2022 11:23:55 AM
Signing Complete	Security Checked	3/18/2022 11:24:08 AM
Completed	Security Checked	3/25/2022 12:50:43 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		



## **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.



## INDEPENDENT CONTRACTOR AGREEMENT LIFEGUARDS & POOL MANAGEMENT SERVICES

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 22<sup>nd</sup> day of February, 2022, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and ELITE AQUATICS, 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, 2022. 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 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.

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 a worker without authorization 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 a workers without authorization. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization 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 a worker without authorization 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 a worker without authorization, 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 a worker without authorization.



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 worker without authorization; 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 a worker without authorization.

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: Elite Aquatics, LLC  
4425 S Helena Way Unit 300  
Aurora, CO 80015  
Attention: Lisa Hilton, Justin Hilton  
Phone: (720) 252-5821  
Email: [lnbhilton@gmail.com](mailto:lnbhilton@gmail.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. 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 METROPOLLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

DocuSigned by:

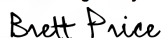


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Officer of the District

**ATTEST:**

DocuSigned by:



CA13C05C3EF1467...

**APPROVED AS TO FORM:**

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

DocuSigned by:



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General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Lifeguard and Pool  
Management Services with Elite Aquatics, LLC, dated February 22, 2022*



**CONTRACTOR:**

103

**ELITE AQUATICS, LLC, a Colorado limited liability company**



Printed Name Lisa N.B. Hiltner

Title OWNER

STATE OF COLORADO )

COUNTY OF Adams ) ss.

The foregoing instrument was acknowledged before me this 08 day of April, 2022, by Lisa N.B. Hiltner as the Owner of Elite Aquatics, LLC.

Witness my hand and official seal.

My commission expires: 01/07/2023

Notary Public



*Contractor's Signature Page to Independent Contractor Agreement for Lifeguards and Pool Management Services with Reunion Metropolitan District, dated February 22, 2022*



## **EXHIBIT A**

### **SCOPE OF SERVICES/COMPENSATION SCHEDULE**



**Elite Aquatics, LLC****SWIMMING POOL MANAGEMENT AGREEMENT****2022 Lifeguards & Pool Management**

THIS AGREEMENT, between Elite Aquatics, LLC (the "Company") and the Reunion Recreation Center (the "Customer"), is to provide for the operation and management by the Company of the Customer's pool located in the State of Colorado, in accordance with the specification, conditions, and terms set forth herein.

**1. ACCESS AND UTILITIES:** The Customer will permit and maintain free access to the pool site and, upon request by Company, Customer will provide two (2) sets of keys to Company to all locks required to operate the pool as well as any access codes. Lifeguards will be issued keycards for access to the pool area at Customer expense. **Company shall keep and safeguard keys/codes and release keys/codes only to authorized personnel.** **NOTE:** If Customer changes lock at pool site, two (2) sets of keys should be supplied to Company within three (3) working days.

*Customer further agrees to furnish without cost to Company:*

1. Water
2. Electricity
3. Electrical outlet in pump room
4. Receptacles for trash
5. Garbage pick-up service
6. Telephone
7. Equipment to operate pool required by local county health codes including but not limited to chemical feed pumps, etc. If equipment is required, the Company will promptly notify the Customer and provide a quote to add required equipment.

**2. TELEPHONE:** Customer shall be responsible for providing an operational telephone. Pool shall only be open when the telephone is operational. Company will verify the phone is



operational and the proper street address is listed with emergency services prior to opening.

**3.FIRST AID KIT:** If needed, Company shall provide at Customer's expense a completely stocked first aid kit, consistent with local health department regulations ten (10) days prior to opening date. Company will re-supply at no cost to Customer during swim season Band-Aids, gauze pads bee sting swabs, and antibacterial cream.

**4. OPENING:** Company agrees to make Customer's pools "**ready to swim**" by completing the following services, where applicable:

1. Provide a report of any necessary repairs a minimum of Thirty (30) days prior to the pools Opening

2. Clean pools (pools bottom must be visible)

3. Clean pools decking (no landscaping)

4. Inspect chemical feed pumps

5. Inspect salt cells (if applicable)

6. Inspect all filtration equipment

7. Inspect flow meters, pressure gauges and valves

8. Guard chairs and ladders

9. Clean restrooms

10. Inspect water testing supplies

11. Clean, fold, and store pools cover(s)

12. Order, store, and inject all necessary chemicals to establish proper levels to meet all State, County, City and other applicable requirements.

13. Set out and clean front and back of deck furniture

14. Start up filtration system.

**15. Perform requisite repair work as needed (see section (17) Repair Work). requirements.**

16. Inspect all skimmers

17. Inspect vacuum system

18. Inspect return inlets

19. Inspect pump room valve system

**5. VANDALISM:** The Customer shall pay additional reasonable charges for cleanup required as the result of vandalism to the Company Subject to prior approval by the Customer. Company



shall not be held liable for any vandalism outside of normal operating hours of the pool. Normal operating hours are specified as 12:00PM to 8:00PM Mon/Wed/Fri and 10:00AM to 8:00PM, Tues/Thurs/Sat/Sun.

Beginning Thursday, August 11, 2022, normal operating hours are specified as Mon 12:00PM to 8:00PM, Tues/Wed/Thurs/Fri 5:00PM to 8:00PM, and Sat/Sun 10:00AM to 8:00PM.

**6. PERMITS:** If applicable, the Company will apply for and obtain from the local health department or other regulatory agency a swimming pools operating permit for the Customer, prior to May 1st. Company will pay for, in advance, all fees associated with obtaining the permit. Cost of the permit will be invoiced to the Customer. The Company shall advise and assist the Customer regarding the permit and will make any necessary repairs and provide those parts and items required to satisfy health department requirements. These repairs will be made in accordance with **section (17) REPAIR WORK**

**7. MINIMUM SAFETY STANDARDS:** The Company shall bring the Customer's pools into compliance with minimum standards in the following areas:

1. Completed Pool Rule sign
2. Tile depth marking at water line and on pools deck.
3. Safety equipment: ring buoy(s), rescue tube(s), shepherd hook(s), and first aid kit, safety rope with buoys.
4. GFI circuit breakers for underwater pools lights. Payment for work and equipment to bring Customer's pools within minimum standards on the above items shall be the responsibility of the Customer. In accordance with section (17) **REPAIR WORK. Note: Company shall have the right to cancel this Agreement, if Customer elects not to have pools brought up to minimum standards as defined above.**

**8. POOLS OPERATIONS: COMPANY AGREES TO FURNISH CERTIFIED LIFEGUARDS THAT ARE TRAINED IN AMERICAN RED CROSS, YMCA, STARGUARD, ELLIS LIFEGUARD TRAINING, PROFESSIONAL CPR AND FIRST AID TO OPERATE THE POOLS, COMPANY REPRESENTS AND WARRANTS IT HAS SPECIFIC KNOWLEDGE OF ALL APPLICABLE LAWS, CODES AND REGULATIONS, WHETHER STATE, COUNTY, MUNICIPALITY OR OTHERWISE, REGARDING THE POOLS OPERATION AND MAINTENANCE INCLUDING, WITHOUT LIMITATION, PROVIDING THE REQUIRED NUMBER OF PROPERLY**



**TRAINED LIFEGUARDS, AND WILL ENSURE THAT ITS EMPLOYEES, AGENTS AND OTHER PARTIES FOLLOW ALL APPLICABLE LAWS, CODES AND REGULATIONS.**

**NO CHANGE IN DATES OF OPERATION OR HOURS OF OPERATION CAN BE ACCEPTED UNLESS WRITTEN AUTHORIZATION FROM THE CUSTOMER IS RECEIVED THIRTY (30) DAYS PRIOR TO CHANGE REQUEST.**

**9. PERSONNEL:** All Company personnel who will work at the Customer's pools in fulfilling the terms of this Agreement including all lifeguards shall be employed solely by the Company and be employees of the Company.

NO LIFEGUARDS SHALL BE ENGAGED BY THE COMPANY AS AN "INDEPENDENT CONTRACTOR" TO FULFILL THE TERMS OF THIS AGREEMENT.

1. The Company agrees to pay the following for Company employees including all lifeguards:

- a. wages
- b. income tax withholdings
- c. Social security withholdings
- d. State unemployment insurance
- e. Federal unemployment insurance
- f. Workmen's compensation insurance

2. The Company will train personnel. Personnel not performing up to standards of the Customer will be replaced

3. Personnel employed by the Company shall have Lifeguarding Certificates as well as Professional CPR and First Aid Certificates.

4. Personnel employed by the Company shall go through the Company's orientation training, onsite training, and ongoing training.

5. Personnel will be trained in the area of blood borne pathogen and provided a blood borne pathogen exposure control kit.

6. Lifeguards shall have the authority to enforce Customer's published and posted rules and minimum safety standards with swimmers and any and all other persons at pool facility, within their best judgment and sole discretion and remove patrons as determined by Company.

7. Certified Pools Operators (CPO) will train all management personnel on independent mechanical operation of Customer's facility.

8. Company's full time management staff will supervise personnel. Company supervisors will



inspect the Customer's facilities no less than three (3) times each week to check performance of personnel. Staff manager/Head Guards will be within 30 minutes of location, they will be responsible for any and all issues that arise daily, until Management can be onsite.

9. Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at Customer's facility and Customer acknowledges that such information and investment is a valuable asset of the Company's business.

10. Company is willing to hire staff that the Customer sponsors for Lifeguard certification, with the stipulation that future guard works for Company for the whole summer. Guard and parents will sign a contract stating if they quit before season is over, they will be responsible for the full cost of the class paid back to the Customer.

11. Company will supply 3 guards a shift during times that the pools patronage is higher than normal.

12. If Company is unable to provide the amount of staff indicated above, Company will provide a credit to Customer.

**10. PERSONNEL RESPONSIBILITIES: Company personnel will be onsite 30 minutes prior to opening of the pool and responsible for the following duties:**

**1. LIFEGUARDING**

A. Keep a daily log of opening, daily and closing duties on-site.

B. Swim lessons provided M, W, F mornings for 30 minute lessons.

2. Checking water chemistry and chemical balance and maintaining to appropriate levels as required by any applicable laws, codes and regulations, whether State, County, Municipality or otherwise,. Keeping a daily log of water chemistry.

3. Maintaining chemical balance of pool water.

4. Cleaning tiles around pools edge

5. Backwashing filtration system as needed

6. Cleaning pump system strainer basket

7. Cleaning restrooms daily and inspecting the same each hour when lifeguards are on duty

8. Cleaning swimming pools area and deck to include all areas inside pool fence daily

9. Vacuuming pools. 10. Clean water fountain

11. Ensure gate-locking mechanism is operational and notify Customer of any deficiency

12. Verify telephone is operational and notify Customer of any deficiency

13. Emptying trash receptacles and placing receptacles at the clubhouse curb on trash days

14. Straightening deck furniture



15. Replenishing janitorial supplies in restrooms
16. Enforcing Customer and Company's rules upon request of Customer.
17. Monitor mechanical equipment
18. Report all medical or disciplinary action to the Customer by contacting Customer by phone and/or e-mail and providing incident report

19. Contacting Reunion Board/Client prior to opening for instruction on Customer's rules and regulations.

20. Lock and secure facility upon closing. In cases where members may swim when guard is not on duty the guard will announce their departure and secure the facility.

21. Report and document all action that may jeopardize the spirit and content of this agreement.

22. Hourly count and logging of patrons on deck and in the water.

**11. Special Events and Parties:** Company will be responsible for supplying the correct amount of guards for events after regular operating hours. Customer shall contact Company to schedule parties and special events so that the Company can staff the event accordingly.

1. Reservations for the recreation center shall be directed to the Customer exclusively.

**12. POOLS CLOSURE EVENTS:** On rainy days the Company will keep (1) one lifeguard at the Facility until 6:00 p.m. At 6:00 pm, if the weather is still unsuitable for swimming, the Facility will be closed for the remainder of the day. **The Company shall have the right to close the Facility early in the event of severe weather.** Company will notify Customer of any and all closures. Lightning, thunder and high winds shall constitute severe weather and are a danger to swimmers. **Per the National Weather Service Guidelines, at the first occurrence of thunder or lightning, the pools(s) at the Facility shall be closed to swimmers for 30 minutes. Should thunder or lightning persist, pools shall remain closed until 30 minutes after the last occurrence of thunder or lightning**

**13. WATER QUALITY:** At no time will the water chemistry cause a failure of permission to operate the pools granted by the State, County, City or other applicable regulatory body. In the event permission is revoked to operate the pools due to poor water quality at the fault of the Company Customer shall be entitled a refund of \$75.00 per day.

If, at the discretion of the Company, it is determined that the water quality is insufficient to properly operate the pools, the Company shall have the right to close the pools for such a period of time as shall be necessary to correct the water quality. In the event the Company closes the pool due to poor water quality, at the fault of the Customer's equipment, Company shall be entitled to a refund of \$75.00 per day.



To comply with applicable national, state and local health and safety codes and recommendations the Company shall close and treat the pools at the Facility in the event that fecal matter, vomit, or blood contaminates the pools within two (2) hours of fecal matter, vomit or blood contamination being reported to Company. The Company shall instruct members, guests and others to exit the pools and refrain from re-entering the pools at the Facility in order for Company personnel to remove the subject matter and clean, vacuum, brush, shock and monitor pools water. No reimbursement shall be due to the Customer in such an event, and the Customer shall pay for any additional charges reasonably required to return the pools water to appropriate quality for normal operations. **The Company will reopen the pools at the Facility once pools water chemistry has been rebalanced and four (4) filtration cycles have taken place or at the discretion of the Company when the water quality is acceptable.**

All of the foregoing notwithstanding, the Company shall be excused from maintaining water qualities established herein and the Customer shall be entitled to no refund in the event of any Act of God, interference by Customer or other circumstances beyond the control of Company make such maintenance impossible.

Any work performed by Company shall be subject to the condition in the **(17) REPAIR WORK** provision of this Agreement

#### **14 CHEMICALS AND SUPPLIES:**

1. The Customer shall be responsible for the cost of all chemicals for safe and clean pools water throughout the summer. Chlorine Metal remover, Calcium chloride, Soda ash Sodium bicarbonate Pools clarifier Stabilizer, Acids Algaecides Diatomaceous earth, Phosphate Removers, Salt.

2. The Customer shall be responsible for supplying cleaning supplies for maintaining the cleanliness of the guard office, entrance walk area by office and restrooms as well as the kitchen area.

3. Customer shall be responsible for providing, at no cost to the Company, other equipment: Water Hoses Pools Vacuum Heads, Leaf Net, Pools Poles, Shepherd Hook, Pools Vacuum Hoses, Pool Rule Sign, Ring Buoys, Trash Receptacles, Rescue Tubes, Rope Buoys, and First Aid Kit

Company agrees to re-supply, at its expense, the following: **First aid supplies: Band-aides Gauze pads, Antibacterial cream, Bee sting swabs.**

**15. REPAIR WORK:** The Company shall stand ready to perform minor repair work needed during the term of this agreement; however, Customer shall have the option of using another contractor for repair work. Work will be billed as follows



1. Company will perform minor repairs, where the cost does not exceed \$50.00 to the pools and recirculation system as part of the service provided; however the Customer shall pay for parts and/or materials
2. Any repairs required as the result of error by Company shall be paid for by the Company with no cost to the Customer.
3. For repair work, items or parts wherein the cost does not exceed \$50.00, the Company shall invoice Customer
4. Any work or equipment in excess of \$50.00 to be provided by Company or Company's Subcontractors shall be undertaken only upon prior written authorization by the designated representative of Customer. Upon authorization, Company will perform work and invoice Customer. **In the event the Customer elects not to have such work performed, Company may cancel this Agreement if the failure to have such repair work performed interferes with the Company's ability to carry out its responsibilities under this Agreement.**
5. The Company will arrange for repair of plumbing or electrical equipment at the Customer's request. The cost of such repairs, plus ten (10) percent to be billed to Customer by the Company.
6. The Company will advise the Customer with regards to any necessary major repairs.
7. **Subcontract:** The Company will subcontract with ACA Denver Boiler Company unless Customer gives written notice to elect/deny for another party to perform repair and/or maintenance work for HVAC and heater needs.

#### **16. MISCELLANEOUS:**

1. Customer agrees to communicate any comments, suggestions, or complaints concerning the pools, pools staff, or management service directly to the Company management as well as the pool manager.



2. If there is a change in local, state or federal laws concerning minimum wage, or concerning any other cost aspect relating to this proposal, the Company may present a new contract amount to Customer, who will have thirty (30) days to accept or reject the new amount. If the Customer does not accept the new amount, this contract is voidable at the Company's option.

**17. PRE/POST WALK THROUGH:** The Company will invite the Customer to join them in a complete inspection of the Customer's facility. Company will provide the Customer with a detailed and specific account of the condition, and long term as well as short term needs of the pools. Upon inspection, the Company will provide a written report sent to the Customer. At the Customer request the Company will perform any repairs listed in the report, in accordance with **section (17) REPAIR WORK.**

**18. CLOSING:** Unless the Customer elects otherwise the pools will be closed after September 5, 2022 The Company will complete the following services by October 1, 2022:

1. Pump pools water to the correct level.
2. Install Customer's cover. (If applicable)
4. Drain pumps and hair/lint strainer (If pools is covered)
5. Backwash and drain filter tanks.
6. Open all valves to appropriate settings.
7. Clean and store customer's deck furniture
8. Remove and store skimmer parts. (If pools is covered)
9. Cover all skimmers with plastic to prevent winter rain from refilling drained skimmers (If pools are covered)
10. Remove and store all movable ladders and lifeguard chairs. (If pools is covered)
11. Clean and store chemical feeders. (If pools are covered)
12. Drain and store hoses. (If pools is covered)
- 13 Lubricate filter system valves and grease motor bearings.
- 14 Add winterization chemicals to pools to retard algae growth.
- 15 Prepare pools and pools plumbing lines for freeze protection; Company agrees to use



common and accepted winterization techniques but assumes no responsibility for freeze damage. Company will inject antifreeze in skimmers and related fixtures (If pool is covered)

**19. PAYMENTS:** The Company hereby proposes to perform the work and services set forth above for the price of \$172,000 **per pool season**, upon specification, conditions and terms as set forth herein Pricing below is based on lifeguard hours and other operating costs associated with pool management.

Payments by Customers to Company shall be made in accordance with the following schedule (3 payments):

Payment

\$57,334 at the end of May, and \$57,333 at the end of June and July of 2022.

**Payments are due as indicated above.**

**20. CANCELLATION** The Customer shall have the right to cancel this Agreement based on Company's non performance of duties and responsibilities as follows:

1. In the event that Customer terminates contract by a procedure stated above the Customer may either be entitled to a refund for money paid in advance or may still owe Company for a portion of the work that has been completed but not yet billed.
2. The amount of any payments or refunds will be equal to the difference of (i) the contract price paid by the Customer to the Company as of the date of termination; minus (ii) the product of (a) the Average Daily Contract Price (defined above) per day of scheduled operations as determined by this Agreement; multiplied by (b) the number of scheduled operating days the Company operated the Facility under this Agreement.  
the resulting difference is a positive amount, then the Company shall refund that amount to the Customer. If the resulting difference is a negative amount, then the Customer shall pay the Company the positive absolute value of the resulting difference
3. Refunds to Customer or balance due to Company shall be paid within ten (10) business days of termination.



**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

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Odkhuu Narantuya

**2** Business name/disregarded entity name, if different from above  
Elite Aquatics, LLC

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

**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.

☐ Other (see instructions) ►

**4** 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) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
4425 South Helena Way, apt. 300

**6** City, state, and ZIP code  
Centennial, CO 80015

**7** List account number(s) here (optional)

**8** Requester's name and address (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.

**Social security number**

			-			-					
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**or**

**Employer identification number**

8	2	-	4	8	0	9	0	9	9
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## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

**Sign Here** Signature of U.S. person ►  Date ► 4/7/2022

## 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 \$5,000,000 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 \$5,000,000.00 each occurrence.



**EXHIBIT C-1**  
CERTIFICATE(S) OF INSURANCE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2022

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Venture Pacific Insurance Services 111 Corporate Drive #200 Ladera Ranch CA 92694	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 949-297-4900      FAX (A/C, No): 949-297-4911 E-MAIL ADDRESS: info@vpisrisk.com														
<b>INSURED</b> Elite Aquatics, LLC 4425 S. Helena Way #300 Centennial CO 80015	License#: OD10299      ELITAQU-01 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Penn-America Insurance Company</td> <td>32859</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Penn-America Insurance Company	32859	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Penn-America Insurance Company	32859														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 375813664**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE    <input checked="" type="checkbox"/> OCCUR         </div> <div style="margin-left: 20px;">           GEN'L AGGREGATE LIMIT APPLIES PER:  <input checked="" type="checkbox"/> POLICY    <input type="checkbox"/> PRO-JECT    <input type="checkbox"/> LOC  <input type="checkbox"/> OTHER:         </div>	Y	Y	PAV0304375	6/6/2021	6/6/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 PROOF OF INSURANCE ONLY

**CERTIFICATE HOLDER****CANCELLATION**

PROOF OF INSURANCE	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--------------------	--

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**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,

Elite Aquatics, LLC

is a

Limited Liability Company

formed or registered on 03/11/2018 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 20181208922 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/08/2022 that have been posted, and by documents delivered to this office electronically through 02/09/2022 @ 11:47:24 .

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 02/09/2022 @ 11:47:24 in accordance with applicable law. This certificate is assigned Confirmation Number 13782113 .



*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/bs/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: 55570D6C8C88457BB84BFEF4677D942F

Status: Completed

Subject: Reunion MD : Elite Aquatics LLC - Agreement for Lifeguards Pool Management Services 2022-0...

Client Name: Reunion MD

Client Number: 011-042159-OS01-2022

Source Envelope:

Document Pages: 33

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kathy Suazo

AutoNav: Enabled

220 South 6th Street

Envelopeld Stamping: Enabled

Suite 300

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Minneapolis, MN 55402

Kathy.Suazo@claconnect.com

IP Address: 165.225.10.178

**Record Tracking**

Status: Original

Holder: Kathy Suazo

Location: DocuSign

5/4/2022 9:27:22 AM

Kathy.Suazo@claconnect.com

**Signer Events**

Kelly Leid

kleid@oakwoodhomesco.com

Board Member

Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
  
639A8BA27EBE4FB...**Timestamp**

Sent: 5/4/2022 9:30:18 AM

Viewed: 5/4/2022 5:08:20 PM

Signed: 5/4/2022 5:08:36 PM

Signature Adoption: Pre-selected Style

Signed by link sent to kleid@oakwoodhomesco.com

Using IP Address: 216.87.72.100

**Electronic Record and Signature Disclosure:**

Accepted: 5/4/2022 5:08:20 PM

ID: 9790bb6d-1da9-48fa-9ea7-468ac9cdd5e3

Brett Price

bprice@oakwoodhomesco.com

Regional Vice President of Land Dev

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
CA13C05C3EF1467...

Sent: 5/4/2022 5:08:38 PM

Viewed: 5/5/2022 9:35:16 AM

Signed: 5/5/2022 9:36:24 AM

Signature Adoption: Pre-selected Style

Signed by link sent to

bprice@oakwoodhomesco.com

Using IP Address: 216.87.72.100

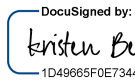
**Electronic Record and Signature Disclosure:**

Accepted: 5/5/2022 9:35:16 AM

ID: 97cf55d4-d8a4-4180-97d8-595649ed0fb4

Kristen Bear

kbear@wbapc.com

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
1D49665F0E7344B...

Sent: 5/5/2022 9:36:25 AM

Viewed: 5/5/2022 10:17:35 AM

Signed: 5/5/2022 10:17:46 AM

Signature Adoption: Pre-selected Style

Signed by link sent to kbear@wbapc.com

Using IP Address: 64.98.54.237

**Electronic Record and Signature Disclosure:**

Accepted: 5/5/2022 10:17:35 AM

ID: 45dfd89c-a677-46d3-a03d-c71566b4c529

**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
Maudie Johns mjohns@wbapc.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 5/5/2022 10:17:48 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/4/2022 9:30:18 AM
Certified Delivered	Security Checked	5/5/2022 10:17:35 AM
Signing Complete	Security Checked	5/5/2022 10:17:46 AM
Completed	Security Checked	5/5/2022 10:17:48 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 ARCHITECTURAL REVIEW COMMITTEE OF  
REUNION METROPOLITAN DISTRICT**

**EXCEPTING CERTAIN IMPROVEMENTS TO PROPERTY FROM REVIEW OF THE  
ARCHITECTURAL REVIEW COMMITTEE**

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WHEREAS, Reunion Metropolitan District (the “**District**”), is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized pursuant to Article 1, Title 32, Colorado Revised Statutes; and

WHEREAS, Reunion Homeowners Association, Inc. (the “**Reunion Association**”) is a Colorado nonprofit corporation; and

WHEREAS, pursuant to Article V, Sections 5.10 and 5.11 of the Declaration for Reunion Homeowners Association, Inc. (the “**Reunion Declaration**”), recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on August 27, 2002, at Reception Number C1015874, the Reunion Association has the power to enforce the restrictions contained within the Reunion Declaration, including the restrictions related to architectural approval for improvements or modifications made to property subject to the Reunion Declaration; and

WHEREAS, the District and the Reunion Association entered into that certain Management Agreement, dated July 1, 2007 (the “**Agreement**”), pursuant to which the Reunion Association delegated its covenant and architectural control and enforcement certain covenant enforcement powers set forth in the Reunion Declaration to the District; and

WHEREAS, pursuant to Article IV, Sections 4.1 and 4.2 of the Declaration of Covenants, Conditions and Restrictions for North Range Metropolitan District No. 1 Area within Reunion (the “**North Range No. 1 Declaration**”), recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on May 25, 2010, at Reception Number 2010000034538, the District has been assigned the authority to enforce the restrictions contained within the North Range No. 1 Declaration, including the restrictions related to architectural approval for improvements or modifications made to property subject to the North Range No. 1 Declaration; and

WHEREAS, pursuant to Article IV, Sections 4.1 and 4.2 of the Declaration of Covenants, Conditions and Restrictions for North Range Metropolitan District No. 3 Area within Reunion



(the “**North Range No. 3 Declaration**”), recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on December 10, 2020, at Reception Number 2020000130062, the District has been assigned the authority to enforce the restrictions contained within the North Range No. 3 Declaration, including the restrictions related to architectural approval for improvements or modifications made to property subject to the North Range No. 3 Declaration; and

WHEREAS, in accordance with the Agreement, the Reunion Declaration, the North Range No. 1 Declaration, and the North Range No. 3 Declaration (collectively, the “**Master Declarations**”), the District has appointed the Architectural Review Committee (as defined in each of the Master Declarations, and referred to herein as the “**Reunion Architectural Review Committee**”); and

WHEREAS, each of the Master Declarations provides that the approval of the Reunion Architectural Review Committee is required for certain defined improvements on any Single Family Residential Site, except as prior approval may be waived or certain improvements may be exempted in writing or under written guidelines or rules promulgated by the Reunion Architectural Review Committee because approval in such case is not reasonably required to carry out the purposes of the Reunion Declaration; and

WHEREAS, there are portions of the property subject to the Reunion Declaration, the North Range No. 1 Declaration, or the North Range No. 3 Declaration which are also subject to the Subassociation Declaration for the Gallery at Reunion Association, Inc. of Reunion Homeowners Association (the “**Gallery Declaration**”), recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on September 16, 2005, at Reception Number 20050916001013150; and

WHEREAS, the Gallery Declaration establishes an architectural review committee (the “**Gallery Architectural Review Committee**”), to be appointed as set forth therein; and

WHEREAS, unless deactivated as set forth in the Gallery Declaration, any Improvement to Property (as defined in the Gallery Declaration) must be approved by the Gallery Architectural Review Committee, which is in addition to the approval of the Reunion Architectural Review Committee as required under the Master Declarations; and

WHEREAS, the Reunion Architectural Review Committee, in accordance with the Master Declarations, desires to exempt Improvements to Property (as defined in the Gallery Declaration) made by the Owners (as defined in the Gallery Declaration) of Privately Owned



Site (as defined in the Gallery Declaration) within the Gallery Association from its approval because such approval is no reasonably required to carry out the purposes of the Master Declarations.

NOW, THEREFORE, BE IT RESOLVED by the Reunion Architectural Review Committee of the District as follows:

1. Exempt Improvements to Property. As long as the Gallery Architectural Review Committee has not been deactivated, any Improvements to Property (as defined by the Gallery Declaration) made by an Owner of a Privately Owned Site within the Gallery Association in relation to property subject to the Gallery Declaration after the initial construction and landscaping of the home on the same by the builder of the same, and as long as the same has been approved by the Gallery Architectural Review Committee, shall be exempt from the requirement that the same be approved by the Reunion Architectural Review Committee.

2. Amendment. This Resolution may be rescinded, supplemented and/or amended from time to time by the Reunion Architectural Review Committee, in its sole and absolute discretion.

3. 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.

4. Effective Date. This Resolution shall become effective on the date set forth below.

*[The remainder of this page intentionally left blank. Signature page follows.]*



APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**DESIGN REVIEW COMMITTEE OF REUNION  
METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
Layla Rosales

By: \_\_\_\_\_  
Kevin Brodkorb



**RESOLUTION  
OF THE ARCHITECTURAL REVIEW COMMITTEE OF  
REUNION METROPOLITAN DISTRICT**

**EXCEPTING CERTAIN IMPROVEMENTS TO PROPERTY FROM REVIEW OF THE  
ARCHITECTURAL REVIEW COMMITTEE**

---

WHEREAS, Reunion Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized pursuant to Article 1, Title 32, Colorado Revised Statutes; and

WHEREAS, Reunion Homeowners Association, Inc. (the “**Reunion Association**”) is a Colorado nonprofit corporation; and

WHEREAS, pursuant to Article V, Sections 5.10 and 5.11 of the Declaration for Reunion Homeowners Association, Inc. (the “**Reunion Declaration**”), recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on August 27, 2002, at Reception Number C1015874, the Reunion Association has the power to enforce the restrictions contained within the Reunion Declaration, including the restrictions related to architectural approval for improvements or modifications made to property subject to the Reunion Declaration; and

WHEREAS, the District and the Reunion Association entered into that certain Management Agreement, dated July 1, 2007 (the “**Agreement**”), pursuant to which the Reunion Association delegated its covenant and architectural control and enforcement certain covenant enforcement power to the District; and

WHEREAS, in accordance with the Agreement and the Reunion Declaration, the District has appointed the Architectural Review Committee (as defined in the Reunion Declaration); and

WHEREAS, Article X, Section 10.1 of the Reunion Declaration provides that the approval of the Architectural Review Committee is required for any Improvement to Property (as defined in the Reunion Declaration) on a Condominium Project Site (as defined in the Reunion Declaration), if and to the extent provided in the Supplemental Declaration (as defined in the Reunion Declaration) covering such Condominium Project Site, 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 the Reunion Declaration; and

WHEREAS, Article I, Section 1.7 of the Supplemental Declaration No. 17 for Future Annexations of Annexed Property to Reunion Homeowners Association, Inc., recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on June 23, 2005, at Reception Number 20050623000659950 (the “**Supplemental Declaration**”), defines “**Condominium Association**” as Parkside at Reunion Condominiums, Inc., created or to be created in connection with the Condominium and Subassociation Declaration for Parkside at Reunion Condominiums, Inc. of Reunion Homeowners Association, Inc., recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on November 5, 2004, at Reception Number 2004110500112280 (the “**Condominium Declaration**”); and

WHEREAS, Article II, Section 2.11 of the Supplemental Declaration provides that the approval of the Architectural Review Committee under the Reunion Declaration shall be required for any Improvement to Property on the Annexed Property (as defined in the Supplemental Declaration) except for any Improvement to Property made by Declarant (as defined in the Supplemental Declaration), and except as prior approval may be waived or certain Improvements to Property may be exempted in writing or under written guidelines or rule promulgated by the Architectural Review Committee because approval in such case is not reasonably required to carry out the purposes of the Reunion Declaration; and

WHEREAS, as such, any Improvements to Property made by the Condominium Association or an owner of a condominium unit within the Condominium Association on or to the property subject to the Condominium Declaration requires the approval of the Architectural Review Committee in accordance with the Reunion Declaration and the Supplemental Declaration; and

WHEREAS, the Architectural Review Committee, in accordance with Article X, Section 10.1 of the Reunion Declaration and Article II, Section 2.11 of the Supplemental Declaration, desires to exempt certain Improvements to Property made by the Condominium Association or owners of units within the Condominium Association from its approval because such approval is no reasonably required to carry out the purposes of the Reunion Declaration.

NOW, THEREFORE, BE IT RESOLVED by the Architectural Review Committee of Reunion Metropolitan District as follows:



1. Exempt Improvements to Property. The following Improvements to Property, when made by the Condominium Association or an owner of a unit within the Condominium Association in relation to property subject to the Condominium Declaration, shall be exempt from the requirement that the same be approved by the Architectural Review Committee. Nothing herein shall be deemed to substitute for or waive any requirement of an owner of a unit within the Condominium Association to seek or obtain approval for any Improvements to Property that may be required to be obtained from the Condominium Association or any design review committee thereof in accordance with the Condominium Declaration.

a. **Air Conditioning Equipment:** Replacement of existing air conditioning equipment currently installed at ground level, with replacement equipment installed in the same location as that being replaced.

b. **Decks/Balconies:** Maintenance, repair and/or replacement of balconies/decks above the garages, including replacement of wood railings with a new design as determined by the Condominium Association.

c. **Fences: Maintenance:**

- Repair and/or replacement of existing fences with the current design and stain color
- Change in stain color to a Reunion District designated stain color
- Change of gate locations

d. **Landscaping:**

- Removal of plants to thin overgrown areas
- Replacement of existing mulch with 1.5" or 2-4" cobble as appropriate for grade and appearance, as determined by the Condominium Association
- Removal of builder-installed trees within five feet of the building and replacement of the same with a bush or shrub
- Replacement of up to 50% of builder-installed cobble in exclusive limited common element patio areas with mulch or gray, tan or clay-colored pavers, as determined by the Condominium Association, provided there is no change in grade

e. **Lights and Lighting:** Addition of common element lighting (new lamp posts), as determined by the Condominium Association in relation to changes in lighting



needs due to the build out of the Parkside condominium community and new adjacent single family homes.

f. Paving: Replacement of builder-installed concrete alleyways, stairs, sidewalks, exclusive limited common element patio slabs in same dimensions, material and color.

g. Railings: Replacement of current metal stair railings with same design and color.

h. Sunshades – In relation only to the units with builder-installed balconies/decks above the garages, installation of a sunshade on the balcony covered by the building roof, in a color that complements the color of the building or trim, with the shade cover extending from the balcony ceiling to the top of the balcony rail.

i. Windows: Replacement of windows with windows of the same size, color and style.

j. Window Trellises: Removal of decorative window trellises on those units which have them currently.

2. Amendment. This Resolution may be rescinded, supplemented and/or amended from time to time by the Architectural Review Committee, in its sole and absolute discretion.

3. 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.

4. Effective Date. This Resolution shall become effective on the date set forth below.

*[The remainder of this page intentionally left blank. Signature page follows.]*



APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**DESIGN REVIEW COMMITTEE OF REUNION  
METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
Layla Rosales

By: \_\_\_\_\_  
Kevin Brodkorb





## SCOPE OF SERVICES

### **Services May 18 – September 6<sup>th</sup> \$69,535**

Includes a Full Time Operations Manager (“Manager”) Operations manager will manage day to day operations. Activities Manager to manage all scheduled activities and sports this individual will be on site when necessary. A YMCA Manager will be on site Monday-Friday 10am – 6pm. Some exceptions apply for training and special events that will occur on weekends and evenings. Hours for the first 2 weeks of May will be 20 hours a week based on schedule availability.

### **Scope of Management Services:**

#### **Management Services**

Manager will provide complete management and day-to-day operational services for the Facility under the authority of the District appointed representative. MANAGER's role in this area will include the following:

#### **Staffing**

MANAGER will train and supervise all staff, Activities Director, and service providers for the Facility. YMCA will follow hiring processes for District – based on District Standards. If the YMCA needs to use YMCA employees to cover hours of operation for front desk or other related coverage the YMCA will charge the district an additional \$26 an hour per hours worked.

#### **Programming Components**

Activities director will create and oversee a wide array of programs and activities for guests. They will be promoted through a calendar of events and/or an activity guide that will be distributed to all guests and groups based on the amenities and space provided. These would include, but not limited to:

- Sports (e.g., volleyball, bocce ball, miniature golf, etc.)
- Aquatics (e.g., swim lessons, water aerobics, towel distribution, etc.)
- Social Programs (e.g., wine tastings, casino, dive in movie night, etc.)



- Life Enrichment (e.g., seminars, culinary classes, visual arts, etc.)
- Outdoor Adventure (e.g., team building, off site excursions, hiking, biking, etc.)
- Fitness (Personal Training, Group X, fitness evaluations, and prescription)

## **Facility Operations**

- Implementation of a maintenance and replacement program for the leisure equipment.
- Notify District when general repairs are required.
- Recommend and implement on an ongoing basis, capital equipment replacements, additions, and operational improvements for District approval.
- Maintain monthly inventory of equipment and supplies and replace as needed.
- Maintain daily records of program and class attendance.
- Review and respond to all District and guest suggestions.
- Establish and maintain tracking procedures for the Facilities use and programs.
- Prepare reports to District of any incidents or accidents.
- All day to day operations to ensure facility operations are top quality.
- YMCA will have access to Bill.com system for use to pay required bills.
- The YMCA will follow HR requirements set forth by the District and Hire employees, based on district requirements.
- Evaluate need for part time staff needs, oversee hiring recommendations and coordinate hiring process on behalf of Reunion MD.
- If additional staff are needed for daily operations such as front desk coverage, The YMCA will charge an additional \$26 per hour for those hours.

## **Other:**

- As outline in the operations manager job description
- Scope includes a comprehensive facilities and operations assessment. This will be delivered in report format for presentation and review by the board of directors at the August board meeting. The YMCA will be prepared with all necessary documents and information to complete assessment.





## REUNION METROPOLITAN DISTRICT MANAGER'S UPDATE – May 9, 2022

Please find the attached reports valid through May 9, 2022

The most current violation log has been included in your packet and is organized by violation type. As you are aware this is early season and I cannot send any violations for the status of the lawn until the end of the month.

Total #82 of Violations:

11	Basketball Goal
3	Changes Not Approved/Unauthorized change
4	Dead Tree/Dead Plants Violations
-	Dry Lawn
-	Excessive Weeds/Weeds/Weeds in Alley
-	Fence Repair/Maintenance
6	Improperly Parked Vehicle/Inoperable Vehicle
-	Landscape Material in Street
14	Late Landscaping (Active Enforcement)
1	Lawn/Landscape Maintenance
-	Minimum Planting Requirements not Met
2	Boat
11	Holiday Decorations
6	Trailer/Recreational Vehicle
21	Trash Can Violations
-	Backyard Maintenance
12	Misc. Violations: Blocking Fire Lane (2), Door Color (1), Excessive Barking (1), Exterior Lighting (1), Improperly Contained Trash (1), Landscape Material (1), Light (1), Solid Pet Waste Not Removed (2), Unauthorized Lease (2)

### **Tribunal:**

The Tribunal did not have a meeting.

### **Architectural Review:**

125 submissions were received for ARC review between January 25, 2022 and May 9, 2022. 97 of the requests have been approved, 21 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.



**Miscellaneous Update**

Over the past few months, I have worked on replacement of the mailboxes, which also includes dropping off the keys to the post office. Email blasts to the specific homes in which the district oversees their irrigation. My office has also sent out the newsletter to all Reunion Residents.

Thank you,  
Jim Bogner



**THIRD AMENDED AND RESTATED  
RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF THE  
REUNION METROPOLITAN DISTRICT**

**Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges**

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WHEREAS, Reunion Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board of Directors of the District (the “**Board**”) is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District (collectively, the “**Fees**”) to properties within and without (each property individually referred to herein as the “**Property**”) the District’s boundaries; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., until paid, the Fees shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics’ liens; and

WHEREAS, by this Resolution (the “**Resolution**”), the District desires to set forth guidelines for the processing and collection of unpaid and/or delinquent Fees imposed by the District, together with any and all Late Fees, Interest, Penalties and Costs of Collections (each defined separately in this Resolution), (collectively, the “**Delinquent Fees and Charges**”); and

WHEREAS, notwithstanding anything in this Resolution to the contrary, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of Delinquent Fees and Charges and any deviation from the guidelines shall not affect the status of the Lien (as defined below) in any way; and

WHEREAS, on November 5, 2019, the Board adopted the Second Amended and Restated Resolution of the Board of Directors of the Reunion Metropolitan District Establishing Guidelines for the Processing and collection of Delinquent Fees and Charges (the “**Prior Policy**”), and the Board desires to adopt this Resolution to amend and restate the Prior Policy in its entirety.

NOW, THEREFORE, the Board hereby RESOLVES:

**1. Statement of Lien Guidelines:**

a. ***Perpetual Lien.*** Pursuant to § 32-1-1001(1)(j)(I), C.R.S., all Delinquent Fees and Charges shall constitute a perpetual lien on and against the Property served by the District (the “**Lien**”). All such Liens shall, to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect



until paid in full. All Liens contemplated herein may be foreclosed as authorized by law at such time as the District, in its sole discretion, may determine.

i. Notwithstanding the foregoing, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of Delinquent Fees and Charges and to provide additional notice to interested parties, including, but not limited to, title companies and the Property owner. In the event any or all of the guidelines set forth in this Resolution are not followed, such deviation shall not affect the status of the Lien in any way. Further, the Board may waive any guidelines set forth in this Resolution and may amend them from time to time as it deems necessary.

b. ***District's Manager Procedures.*** The District's Manager, Accountant or Billing Agent (any of which are referred to herein as the "**Manager**") is responsible for collecting Fees imposed by the District against the Property. In the event payment of Fees is delinquent, the Manager may perform the procedures listed below. The Fees are considered delinquent when they have not been paid by their corresponding due date (the "**Delinquent Account**"):

i. *Fifteen (15) Calendar Days Past Due:* A delinquent payment "Reminder Letter" may be sent to the address of the last known owner or occupant of the Property according to the Manager's records. In the event the above mailing is returned as undeliverable, the Manager may send a second copy of the Reminder Letter to: (1) the Property; and (2) the address of the last known owner of the Property as found in the real property records of the County Assessor's Office (the "**Assessor**") for the County in which the District is located (collectively, the "**Property Address**"). Said Reminder Letter may: (1) request prompt payment; (2) notify the Property owner that a Reminder Letter Fee, and a Late Fee in the amounts set forth in this Resolution have been assessed; and (3) reference the url address of the District's webpage where this Resolution is displayed, if available and requested by the Board.

ii. *Fifteen (15) Calendar Days From the Postmark Date of the Reminder Letter:* A "Warning Letter" may be sent to the Property Address: (1) requesting prompt payment; (2) warning of further legal action should the Property owner fail to pay the total amount due and owing; and (3) referencing the url address of the District's webpage where this Resolution is displayed, if available. Along with the Warning Letter, a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the Manager may also be sent.

iii. *Delinquent Account Post Warning Letter:* Once the total amount of Delinquent Fees and Charges owing on the Property has exceeded \$500.00, regardless of whether the Manager has performed the tasks outlined in Section 1(b) of this Resolution, the Manager may refer the Delinquent Account to the District's general counsel (the "**General Counsel**"). At the time of such referral, the Manager may be requested to provide General Counsel with copies of all notices and letters sent pursuant to Section 1(b), if any, as well as a copy of the most recent ledger for the Delinquent Account.

c. ***General Counsel Procedures.*** Upon referral of a Delinquent Account from the Manager, General Counsel may perform the following:



i. *Upon Referral of the Delinquent Account From the Manager:* A “Demand Letter” may be sent to the Property Address, notifying the Property owner that the Property has been referred to General Counsel for further collections enforcement, including the filing of a statement of lien against the Property. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total amount due and owing the District according to the records of the Manager may also be sent.

ii. *No Sooner than Thirty (30) Calendar Days from the Postmark Date of the Demand Letter:* A Notice of Intent to File a Statement of Lien, along with a copy of the statement of lien to be filed, may be sent to the Property Address of the Delinquent Account notifying the Property owner that a statement of lien will be recorded with the clerk and recorder of the County where the Property is located (the “**Clerk and Recorder**”) within no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien.

iii. *No Sooner than Ten (10) Calendar Days from the Postmark Date of the Notice of Intent to File a Statement of Lien:* A Statement of Lien for the total amount due and owing as of the date of the Statement of Lien may be recorded against the Property with the Clerk and Recorder no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien is sent to the Property. Notwithstanding the amount due and owing reflected on the Statement of Lien, all Delinquent Fees and Charges will continue to accrue on the Delinquent Account and will run with the Property until the total amount due and owing the District is paid in full.

d. ***Foreclosure or Bankruptcy.*** In circumstances where the Property is being foreclosed upon or where the owner of the Property has declared or is declaring bankruptcy and notice of such bankruptcy action has been provided to the District, the Manager may be permitted, in his or her discretion, to refer the Delinquent Account directly to General Counsel in order to avoid unnecessary, costly and time consuming procedures. Upon referral of the Delinquent Account to General Counsel, General Counsel may, in his or her discretion, immediately file a Statement of Lien on the Property. Further, when a Delinquent Account has a balance of One Thousand Five Hundred Dollars (\$1,500.00) or greater, General Counsel is authorized to recommend foreclosure action against the Property. Any foreclosure action shall be approved by the Board of Directors of the District prior to the initiation of any foreclosure action by special counsel engaged by the District to handle foreclosure actions on behalf of the District (“**Special Counsel**”). The District may, at its option, forward a copy of the foreclosure warning letter to any and all deed of trust holders and/or counsel for any and all deed of trust holders of record.

## 2. **Late Fees:**

a. Late Fees are assessed on the Property for failure to make timely payments of Fees. Late Fees are applied, regardless of whether the Fees are assessed on a one-time, monthly, quarterly, semi-annual, annual, or any other basis.

b. Late Fees are assessed on the Property **Fifteen (15) calendar days from the payment due date.** Pursuant to § 29-1-1102, C.R.S., such Late Fee may be charged by either of the following two methods, whichever is greater:



i. One Late Fee of Fifteen Dollars (\$15.00) may be assessed on the Property per each assessment or installment of Fees not fully paid prior to the Fifteenth (15) calendar day following the payment due date; or

ii. In lieu of Section 2(b)(i) above, a Late Fee of Five Percent (5%) per month, commencing on the Fifteenth (15) calendar day following the payment due date, and each month thereafter, may be charged on unpaid Fees until the Late Fee equals Twenty Five Percent (25%) of all outstanding Fees.

c. Partial payment of any outstanding Delinquent Fees and Charges will not prevent the imposition of Late Fees pursuant to this Section 2.

d. Payments received will be applied to the balance due in the following order of priority: (1) Late Fees; (2) Interest; (3) Costs of Collections; (4) Legal Fees and Costs; (5) the earliest imposed and unpaid Fees; (6) any successive unpaid Fees in chronological order from the earliest unpaid Fees to the most recently imposed Fees.

e. No penalty will be assessed on the Property for a credit balance resulting from the prepayment and/or overpayment of Fees. Such credit balances will be carried forward on the account with all subsequent Fees and Delinquent Fees and Charges being deducted until such time as the credit balance is depleted. A Property carrying a credit balance may be assessed Late Fees as provided herein at such time as the credit balance is insufficient to pay the entire amount of Fees due and owing the District.

3. **Interest:** Interest charges accrue on all delinquent Fees at the maximum statutory rate of Eighteen Percent (18%) per annum. Interest shall not accrue and be charged on Late Fees, Interest or Costs of Collections. §29-1-1102, C.R.S.

4. **Penalties:** May be charged on Delinquent Accounts at a rate determined by the Board and may include, but are not limited to, pro-rated costs associated with collection efforts on behalf of the District for all Delinquent Accounts combined.

5. **Costs of Collections:**

a. Include, but are not limited to, attorneys' fees and all costs, fees and charges associated with the processing and/or collection of Delinquent Fees and Charges, including the following fixed rates and hourly fees and costs:

i. *Action Fees.* The following fixed rate fees are charged to a Delinquent Account once the corresponding action has been taken by either the Manager or General Counsel:

- ♦ *Reminder Letter Fee:* Ten Dollars (\$10.00) per Reminder Letter. This action is typically performed by the Manager.
- ♦ *Warning Letter Fee:* Ten Dollars (\$10.00) per Warning Letter sent. This action is typically performed by the Manager.



- ♦ *Management Company Service Fee:* Fifteen Dollars (\$15.00) per month. This action is typically performed by the Manager.
- ♦ *Management Company Trial Appearance/Preparation Fee:* Ninety-Five Dollars (\$95.00) per hour.
- ♦ *Return Check Fee:* Twenty Dollars (\$20.00) per returned payment.
- ♦ *Attorney Transfer Fee:* Thirty Dollars (\$75.00) per Delinquent Account transferred from the Manager to General Counsel. This action is performed by the Manager.
- ♦ *Demand Letter Fee:* One Hundred Fifty Dollars (\$150.00) per Demand Letter sent. This action is performed by General Counsel.
- ♦ *Follow up Demand Letter Fee:* Fifty Dollars (\$50.00) per Follow up Demand Letter sent. This action is performed by General Counsel.
- ♦ *Notice of Intent to File a Statement of Lien Fee:* One Hundred Twenty Dollars (\$120.00) per Notice of Intent to File a Statement of Lien sent. This action is performed by General Counsel.
- ♦ *Lien Recording Fee:* One Hundred Fifty Dollars (\$150.00) per each lien recorded on the Property. This action is performed by General Counsel.
- ♦ *Payment Plan Fee:* Two Hundred Fifty Dollars (\$250.00) per Payment Plan prepared. This action is performed by General Counsel.
- ♦ *Default Letter Fee:* Seventy Dollars (\$70.00) per Default Letter prepared. This action is performed by General Counsel.
- ♦ *Monitoring Bankruptcy Fee:* One Hundred Dollars (\$100.00) for monitoring Chapter 7 bankruptcies. Three Hundred and Fifty Dollars (\$350.00) for monitoring Chapter 13 or Chapter 11 bankruptcies. These actions are performed by General Counsel.
- ♦ *Monitoring Public Trustee Foreclosure Fee:* Two Hundred Dollars (\$200.00) per Public Trustee Foreclosure action monitored. This action is performed by General Counsel.
- ♦ *Attorney Reminder Letter Fee:* One Hundred Dollars (\$100.00) per Reminder Letter. This action is performed by General Counsel.
- ♦ *Certificate of Status Fee:* One Hundred Dollars (\$100.00) per Status Letter prepared. This action is performed by General Counsel.



- ♦ *Foreclosure Warning Letter Fee:* One Hundred Dollars (\$100.00) per Foreclosure Warning Letter prepared. This action is performed by General Counsel.
- ♦ *Lien Release Fee:* One Hundred Fifty Dollars (\$150.00) per lien that is released. This action is performed by General Counsel. It is recommended that the Lien Release Fee be charged to the Delinquent Account at the same time as the Lien Recording Fee.

ii. *Attorney Hourly Fees and Costs.* Upon transfer of a Delinquent Account to General Counsel or Special Counsel, as applicable, all hourly attorneys' fees and costs, including, but not limited to, litigation and expert witness fees and costs, litigation guarantees, service of process and/or publications incurred by the District to collect or defend the Delinquent Fees and Charges are assessed to the Delinquent Account and become part of the perpetual Lien on the Property. All such hourly attorneys' fees and costs shall be reasonable.

iii. *Recovery of Costs of Collections.* In accordance with § 29-1-1102(8), C.R.S., nothing in this Resolution shall be construed to prohibit the District from recovering all Costs of Collections whether or not outlined above.

#### **6. Waiver of Late Fees, Interest and Costs of Collections:**

a. The Manager, General Counsel and Special Counsel each have authority and discretion to waive or reduce portions of the Delinquent Account attributable to Late Fees and Interest. Such action is permitted if the Manager, General Counsel or Special Counsel, in its discretion, determines that such waiver or reduction will facilitate the payment of Delinquent Fees and Charges. Notwithstanding the foregoing, neither the Manager, General Counsel, nor Special Counsel shall have the authority to waive Late Fees and Interest which, in the aggregate, exceeds One Thousand Dollars (\$1,000.00). In such case, the person or entity owing in excess of One Thousand Dollars (\$1,000.00) in Late Fees and Interest combined and requesting such a waiver shall first submit a request, in writing, to the Board, and the Board may make the determination in its sole discretion.

b. Neither the Manager, General Counsel, nor Special is authorized to waive any portion of the Fees or Costs of Collections. Should the Property owner desire a waiver of such Fees and/or Costs of Collections, s/he may submit a written request to the Board and the Board may make the determination in its sole discretion.

c. Any waiver or reduction of Late Fees or Interest granted pursuant to Sections 6(a) or (b) hereof shall not be construed as a waiver or reduction of future Late Fees and Interest, or as the promise to waive or reduce future Late Fees or Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision making power of the Board, Manager, General Counsel, or Special Counsel whether related to the Property in question or other properties within the District.

7. **Payment Plans:** The Manager, General Counsel and Special Counsel each have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the Manager, General Counsel, or Special Counsel elect not to enter into a payment plan



with the Property owner, the Property owner may submit a written request to the Board and the Board may make the determination in its sole discretion.

8. **Acceleration and Decelerations of Fees:** The District reserves the right to accelerate and call due an entire unpaid annual Fee on any delinquent account. Such acceleration shall result in the entire unpaid annual Fee being due to the District immediately. The District also reserves the right to decelerate any accelerated Fee.

9. **Ratification of Past Actions:** All acts, omissions, waivers and/or payment plans heretofore undertaken by the Manager, General Counsel, or Special Counsel that would otherwise have been authorized by or not required by this Resolution are hereby affirmed, ratified and made effective as of the date said acts, omissions, waivers and/or payment plans occurred.

10. **Additional Actions:** The Board directs its officers, staff and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of this Resolution.

11. **Deviations:** The District may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

12. **Supersedes Prior Resolutions:** This Resolution shall supersede and replace in their entirety all prior resolutions addressing the processing and/or collection of Delinquent Fees and Charges, including the Prior Policy. To the extent that any term or provision in this Resolution conflicts with any term or provision in a previously enacted and valid resolution of the District, the term or provision in this Resolution shall prevail.

13. **Severability:** If any term, condition or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, condition or provision shall not affect any other provision contained in this Resolution, the intention being that such provisions are severable. 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.

14. **Savings Provision:** The failure to comply with the procedures set forth herein shall not affect the status of the Delinquent Fees and Charges as a perpetual Lien subject to foreclosure in accordance with law. Failure by the Manager, General Counsel, Special Counsel, or other authorized representative to take any action in accordance with the guidelines provided herein shall not invalidate subsequent efforts to collect the Delinquent Fees and Charges.

*[Remainder of page intentionally left blank, signature page follows.]*



ADOPTED this 16th day of May, 2022.

REUNION METROPOLITAN DISTRICT

By: \_\_\_\_\_  
Officer of the District

Attest:

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

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the District



**TERMINATION OF  
NINTH ADDENDUM TO FUNDING AND REIMBURSEMENT AGREEMENT  
(Final Design for Phase 1 Infrastructure to Service the Reunion Center)**

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This TERMINATION OF NINTH ADDENDUM TO FUNDING AND REIMBURSEMENT AGREEMENT (Final Design for Phase 1 Infrastructure to Service the Reunion Center) (this “**Termination Agreement**”) is made and entered into this 16<sup>th</sup> day of May, 2022, 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, on December 19, 2017, the District and the Developer entered into that certain Funding and Reimbursement Agreement (Capital) (the “**Agreement**”), which sets forth the 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; and

WHEREAS, the Agreement sets forth the “**Maximum Loan Amount**” (as defined in the Agreement) the Developer has agreed to advance to the District for the construction or installation of Public Infrastructure; and

WHEREAS, pursuant to that certain Ninth Addendum to Funding and Reimbursement Agreement (Final Design for Phase 1 Infrastructure to Service the Reunion Center), dated May 7, 2019 (the “**Ninth Addendum**”), the District and the Developer amended the Agreement to recognize the design work, and the costs thereof (the “**Reunion Center Design Work**”) related to public infrastructure to service the first phase of a project known as the Reunion Center (the “**Reunion Center Public Infrastructure**”); and

WHEREAS, the Ninth Addendum increased the Maximum Loan Amount set forth in the Agreement by \$488,275.00 for the Reunion Center Design Work; and

WHEREAS, subsequent to approval of the Ninth Addendum by the District and the Developer, it was determined that the District would not undertake the construction of Reunion Center Public Infrastructure, including the Reunion Center Design Work that was recognized in the Ninth Addendum; and

WHEREAS, as such, the need for the Developer to advance funds to the District to fund the Reunion Center Design Work is moot; and



WHEREAS, the District and the Developer desire to terminate the Ninth Addendum as more fully provided in this Termination.

NOW THEREFORE, in consideration of the mutual covenants and promises expressed herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer hereby agree as follows:

### **COVENANTS AND AGREEMENTS**

1. Termination of Ninth Addendum. The Ninth Addendum is hereby terminated in its entirety.
2. Effect of Termination. As a result of this Termination, the Maximum Loan Amount set forth in Paragraph 1 of the Agreement is hereby decreased by \$488,275.00. As a result, the Maximum Loan Amount, as of the date of this Termination is \$60,919,191.69.
3. Authority. By execution hereof, the District and the Developer each represent and warrant that its representative signing hereunder has full power and lawful authority to execute this Termination and to bind the respective party to the terms hereof.

*[Signature pages follow]*



IN WITNESS WHEREOF, the District and the Developer have executed this Termination on the date and year first above written.

**DISTRICT:**

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

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

ATTEST:

\_\_\_\_\_  
Secretary

**CLAYTON PROPERTIES GROUP II, INC.** a Colorado corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature page of Termination of Ninth Addendum to Funding and Reimbursement Agreement]*



**CONSTRUCTION STATUS UPDATE**  
**FOR**  
**REUNION METROPOLITAN DISTRICT**  
**May 16, 2022**

**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 2022 through May 2022

### **REUNION UNDERDRAIN – Ask Tim**

Construction Summary:

- F27 (Nelson) –Under Warranty.
- F37 (American West) – Acceptance walks currently ongoing; pending sufficient cleaning and videos.
- Reunion Ridge F1 (Alpine) – Under Warranty.
- Reunion Ridge F1 (ESCO) – Under Warranty.
- F21 (Hirschfield) – Alpine Civil attempting to clean and video.
- F26A (PEI) – Ready for Final Acceptance pending cleaning and videos; 95% complete.
- F38 – No underdrain; Pending variance request signatures.
- F36 - No underdrain; Pending variance request signatures.

## NORTH RANGE METROPOLITAN DISTRICT #3

### **REUNION RIDGE F1 (ESCO)**

Construction Summary:

- 100% overall completion. In warranty period 11/3/2021- 11/3/2022 (Commerce City & RMD), 9/21/2021- 9/21/2023 (SACWSD).

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$9,825,546.56	\$ 5,004,276.48		\$14,829,823.04	\$14,813,615.79	\$740,105.00

### **V7E & 7B – Filing 37 (JBS)**

Construction Summary:

- 100% overall completion. In warranty period 8/20/2021- 8/20/2022 (Commerce City & RMD), 10/18/2021- 10/18/2023 (SACWSD).

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$2,407,978.15	\$195,918.77		\$2,603,896.92	\$2,603,896.92	\$240,797.82

### **MOBILE STREET (ESCO)**

Construction Summary:

- 100% overall completion. In warranty period 1/7/2021-1/7/2022.
- Punchlist walk for Final acceptance took place on 1/14/22. ESCO is currently working on PL items

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

### **Filing 37 Landscape (BRIGHTVIEW)**

Construction Summary:

- 52% overall completion.
- Phases 1A & 1B are complete. Starting remaining phases this month.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$1,477,072.48	\$184,011.19	\$25,601.90	\$1,686,685.57	\$882,274.95	\$73,853.62



**Reunion Ridge Filing 1 Landscape Phase 1 & Ragweed Draw (DESIGNSCAPES)**

## Construction Summary:

- 52% overall completion.

## Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$2,557,350.00	\$56,563.99	\$72,992.18	\$2,686,906.17	\$1,348,713.88	\$127,867.00

**Reunion Ridge Filing 1 Landscape Phases 2-4 (DESIGNSCAPES)**

## Construction Summary:

- 42% overall completion.

## Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$1,586,999.70	N/A	N/A	\$1,586,999.70	\$663,835.25	\$79,350

**REUNION METROPOLITAN DISTRICT****DISTRICT INFRASTRUCTURE FOR REUNION F38 (HEI)**

## Construction Summary:

- 99% overall completion. Initial acceptance walks will be scheduled with the agencies next week.

## Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$2,218,044.05	\$84,922.50	(\$58,328.60)	\$2,244,617.95	\$2,109,420.26	\$221,804.00

**112<sup>TH</sup> AVENUE LANDSCAPE (BRIGHTVIEW)**

## Construction Summary:

- 100% overall completion. Project in warranty/maintenance period 6/4/2021-6/4/2022.

## Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$432,606.49	\$126,396.53		\$559,003.02	\$556,261.36	\$37,500.00

**112<sup>TH</sup> AVENUE (HEI)**

## Construction Summary:

- 100% overall completion. Project in warranty/maintenance period 11/15/2020-11/15/2021.
- Punchlist walk for Final acceptance took place on 11/22/21. HEI is currently working on PL items

## Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$8,238,168.45	\$196,614.20	\$14,400.00	\$8,449,182.65	\$8,434,782.65	\$472,547.41

**WALDEN/104<sup>TH</sup> TRAFFIC SIGNAL (WSR)**

## Construction Summary:

- 100% overall completion. In warranty period 11/15/2021- 11/15/2022.

## Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$487,104.40	\$41,580.00		\$528,684.40	\$528,684.40	\$49,104.40



**SOUTHLAWN SPORTS COURT (RENNER SPORTS)****Construction Summary:**

- Currently at 15% overall completion.
- 100% designs complete and submitted for review 11-1-2021.
- Part 2 Proposal received 11/19/2021 for \$121,355.00; Pending Board review & approval.

**Budget Summary:**

Proposal 1 Amount	Approved COs	Proposal 2 Amount (Pending)	Totals	Balance Paid	Contingency
\$133,731	N/A	\$121,355	\$255,086	\$24,048	\$13,229

**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.
- Punchlist walk for Final acceptance took place on 1/14/22. ESCO is currently working on PL items

**Budget Summary:**

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$341,416.75	\$43,511.62		\$384,928.37	\$384,928.37	\$34,141.68

**F26A LANDSCAPE (BRIGHTVIEW)****Construction Summary:**

- 100% overall completion. In warranty/ maintenance period 1/4/2021-1/4/2022.
- Punchlist walk for Final acceptance took place on 1/11/22. Final acceptance was granted on 1/11/22

**Budget Summary:**

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$109,760.35	\$10,129.40		\$119,889.75	\$119,889.75	\$10,976.00

**F35 LANDSCAPE (DESIGNSCAPES)****Construction Summary:**

- 100% overall completion. Initial acceptance walk complete.

**Budget Summary:**

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$726,072.20	\$375.00		\$726,447.20	\$726,447.20	

**F27 LANDSCAPE (CDI)****Construction Summary:**

- Awarded to CDI for **\$158,010**
- 0% complete;

**Budget Summary:**

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$158,010.00	N/A	N/A	\$158,010.00	\$0.00	\$17,622.00



## RMD MAINTENANCE & OPERATIONS

### **POND A RESTORATION (BRIGHTVIEW)**

**Construction Summary:**

- 100% overall completion. Acceptance walk scheduled for May 2022.

**Budget Summary:**

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$63,826.00	\$14,028.75		\$77,854.75	\$73,962.01	\$9,573.90

## REUNION CENTER #1

### **STEAD SCHOOL PHASE (WSR)**

**Construction Summary:**

- 100% overall completion. In warranty period 11/15/2021- 11/15/2022 (Commerce City & RMD), 11/15/2021- 11/15/2023 (SACWSD).

**Budget Summary:**

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$608,774.00		\$112,898.90	\$721,672.90	\$721,672.90	\$62,138.00

### **REUNION CENTER - DUETS PHASE (Alpine)**

**Construction Summary:**

- Anticipated construction start date late May 2022.

**Budget Summary:**

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$3,897,260.40			\$3,897,260.40	\$0.00	\$194,863.00



Reunion Metropolitan District  
Funding Through RMD  
Budget Tracking 4421.52



	PROJECT COSTS: District Infrastructure for Service to F38								
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date	% Complete To Date	Twentieth Addendum	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
CURRENT CONTRACTS / OBLIGATIONS									
Civil Contract - HEI Civil	\$ 2,218,044.05	\$ 84,922.50	\$ (74,135.60)	\$ 2,228,830.95	\$ 2,109,420.26	94.6%			
Bidding & JR Construction Services, Testing & Staking	\$ 207,281.28			\$ 207,281.28	\$ 240,000.00	116%			
TOTALS	\$ 2,425,325.33	\$ 84,922.50	\$ (74,135.60)	\$ 2,436,112.23	\$ 2,349,420.26		\$ 2,677,733.00	\$ 2,677,733.00	\$ 241,620.77
*Construction Contingency	\$221,804.00								





**J-R ENGINEERING**

[illegible]





**J·R ENGINEERING**

PROJECT COSTS: Village 7E & 7B, Mobile St, & F37 Landscape							Second Addendum	Seventh Addendum	Thirteenth Addendum	Fourteenth Addendum	Sixteenth Addendum	Nineteenth Addendum	First Addendum (ERU Water Credit Fees)	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	% Complete 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	\$ 195,918.77		\$ 2,603,896.92	\$ 2,603,896.92	100%																		
*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	\$ 184,011.19	\$ 25,601.90	\$ 1,686,685.57	\$ 882,274.95	52%																		
Subtotal	\$ 4,666,235.35	\$ 417,176.27	\$ 25,601.90	\$ 5,109,013.52	\$ 4,304,602.90																			
*V7E & 7B Bidding & Construction Services	\$ 240,637.61			\$ 240,637.61	\$ 371,447.50	154%																		
*Mobile Bidding & Construction Services	\$ 55,517.88			\$ 55,517.88	\$ 55,517.88	100%																		
*Landscape Bidding & Construction Services	\$ 132,040.47			\$ 132,040.47	\$ 68,820.00	52%																		
*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"]	\$ 152,277.09			\$ 152,277.09	\$ 152,277.09	100%																		
*SACWSD Tap #8 Revised ERU Cost [Additional 19.89 ERUs]	\$ 136,246.50			\$ 136,246.50	\$ 136,246.50	100%																		
*SACWSD Tap Fees [Taps #3 - #7 Tract Q,P,X,U,M]	\$ 120,938.72			\$ 120,938.72																				
*SACWSD ERU Cost [Taps #3 - #7 Tract Q,P,X,U,M]	\$ 105,216.00			\$ 105,216.00																				
Subtotal	\$ 1,311,219.71	\$ -	\$ -	\$ 1,206,003.71	\$ 1,152,654.42																			
TOTAL	\$ 5,977,455.06	\$ 417,176.27	\$ 25,601.90	\$ 6,315,017.23	\$ 5,457,257.32											\$ 700,000.00	\$ 2,582,558.15	\$ 1,070,232.00	\$ 481,161.05	\$ 1,667,676.00	\$ 120,938.72	\$ 105,866.00	\$ 6,728,431.92	\$ 413,414.69
Certified Reimbursements to Clayton																	Oakwood Paid							
Oakwood Paid AW to Complete JBS Initial Acceptance Items		\$ 21,620.79		\$ 21,620.79	\$ 21,620.79	100%																		
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	\$ 21,620.79	\$ -	\$ 5,766,911.33	\$ 5,766,911.33																			
Construction Contingency	\$ 301,449.39																							
Mobile Construction Contingency	\$ 50,857.67																							
Landscape Contingency	\$ 73,854.00																							
*Originally part of the 2nd, 7th, 13th Addendum funding - \$4,352,790.15																								



Reunion Metropolitan District  
Funding Through RMD  
Budget Tracking 4421.50



PROJECT COSTS: E. 112th Avenue									
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date	% Complete To Date	Eleventh Addendum	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
<b>CURRENT CONTRACTS / OBLIGATIONS</b>									
Bid Schedules A-F - HEI Civil	\$ 8,238,168.45	\$ 196,614.20	\$ 14,400.00	\$ 8,449,182.65	\$ 8,434,782.65	99.8%			
Landscape Bid Schedules A-C - Brightview	\$ 432,606.49	\$ 126,396.53		\$ 559,003.02	\$ 556,261.36	99.5%			
<b>Subtotal</b>	<b>\$ 8,670,774.94</b>	<b>\$ 323,010.73</b>	<b>\$ 14,400.00</b>	<b>\$ 9,008,185.67</b>	<b>\$ 8,991,044.01</b>				
Bidding & JR Construction Services, Testing & Staking	\$ 518,645.10			\$ 518,645.10	\$ 537,740.00	104%			
Construction Services - Contour (3.5%)	\$ 365,770.00	\$ 11,305.00		\$ 377,075.00	\$ 377,075.00	100%			
SACWSD ERU & Tap Fees	\$ 19,378.59			\$ 19,378.59	\$ 19,378.59	100%			
Install Street Lights - United Power	\$ 396,250.32	\$ (64,558.44)		\$ 331,691.88	\$ 331,691.88	100%			
Relocate Conflicting Electric Facilities - United Power	\$ 66,529.36			\$ 66,529.36	\$ 66,529.36	100%			
<b>Subtotal</b>	<b>\$ 1,366,573.37</b>	<b>\$ (53,253.44)</b>	<b>\$ -</b>	<b>\$ 1,313,319.93</b>	<b>\$ 1,332,414.83</b>				
<b>TOTALS</b>	<b>\$ 10,037,348.31</b>	<b>\$ 269,757.29</b>	<b>\$ 14,400.00</b>	<b>\$ 10,321,505.60</b>	<b>\$ 10,323,458.84</b>		<b>\$ 10,811,179.13</b>	<b>\$ 10,811,179.13</b>	<b>\$ 489,673.53</b>
<b>Commerce City Costs (Reimbursement to RMD)</b>									
Bid Schedules A,B,C,E	\$ 4,970,806.79			\$ 4,970,806.79	\$ 4,970,806.79	100.0%			
<b>SACWSD Costs (Reimbursement to RMD)</b>									
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 4421.49



	PROJECT COSTS: Walden & 104 Traffic Signal								
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date	% Complete To Date	Sixteenth Addendum	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
<b>CURRENT CONTRACTS / OBLIGATIONS</b>									
Bid Schedule - WSR	\$ 487,104.40	\$ 41,580.00		\$ 528,684.40	\$ 528,684.40	100.0%			
Bidding & Construction Services	\$ 44,266.56			\$ 44,266.56	\$ 43,797.80	99%			
<b>TOTALS</b>	<b>\$ 531,370.96</b>	<b>\$ 41,580.00</b>	<b>\$ -</b>	<b>\$ 572,950.96</b>	<b>\$ 572,482.20</b>		<b>\$ 588,950.00</b>	<b>\$ 588,950.00</b>	<b>\$ 15,999.04</b>
*Construction Contingency	\$ 49,460.00								



Reunion Metropolitan District  
Funding Through RMD  
Budget Tracking 4421.15



	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	\$ 133,731.00	\$ -	\$ 35,000.00	\$ 168,731.00	\$ 24,048.00	14.3%		
Subtotal	\$ 133,731.00	\$ -	\$ 35,000.00	\$ 168,731.00	\$ 24,048.00			
TOTALS	\$ 133,731.00	\$ -	\$ 35,000.00	\$ 168,731.00	\$ 24,048.00			



Reunion Metropolitan District  
Funding Through RMD  
Budget Tracking 4421.15



	PROJECT COSTS: F27 Landscape								
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date	% Complete To Date			
<b>CURRENT CONTRACTS / OBLIGATIONS</b>									
Landscape Bid Schedule-CDI	\$ 158,010.00			\$ 158,010.00		0.0%			
<b>Subtotal</b>	<b>\$ 158,010.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 158,010.00</b>	<b>\$ -</b>				
Bidding & Construction Services	\$ 21,697.48			\$ 21,697.48	\$ 12,180.00	56%			
*SACWSD Tap Fees [Tract B, G & C]	\$ 12,471.33			\$ 12,471.33		0%			
*SACWSD ERU Cost [Tract B, G & C]	\$ 8,836.50			\$ 8,836.50		0%			
<b>Subtotal</b>	<b>\$ 43,005.31</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 43,005.31</b>	<b>\$ 12,180.00</b>				
<b>TOTALS</b>	<b>\$ 201,015.31</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 201,015.31</b>	<b>\$ 12,180.00</b>		<b>\$ 218,940.00</b>	<b>\$ 218,940.00</b>	<b>\$ 17,924.69</b>
*Construction Contingency	\$ 17,932.00								



Reunion Metropolitan District  
Funding Through NRMD #2  
Budget Tracking 4421.15



	PROJECT COSTS: F35 Landscape								
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date	% Complete To Date			
<b>CURRENT CONTRACTS / OBLIGATIONS</b>									Excess (Deficit) of Authorized Funding over Estimated Costs
Landscape Bid Schedule - Designscares	\$ 726,072.20			\$ 726,072.20	\$ 726,447.20	100.1%			
<b>Subtotal</b>	<b>\$ 726,072.20</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 726,072.20</b>	<b>\$ 726,447.20</b>				
Bidding & Construction Services	\$ 10,000.00			\$ 10,000.00	\$ 9,845.00	98%			
<b>TOTALS</b>	<b>\$ 736,072.20</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 736,072.20</b>	<b>\$ 736,292.20</b>		<b>\$ 1,034,437.81</b>	<b>\$ 1,034,437.81</b>	<b>\$ 298,365.61</b>



Reunion Metropolitan District  
Funding Through ???  
Budget Tracking



	PROJECT COSTS: F36 Landscape					% 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									
Landscape Bid Schedule - GVR	\$ 727,240.02			\$ 727,240.02	\$ 293,359.88	40.3%			
TOTALS	\$ 727,240.02	\$ -	\$ -	\$ 727,240.02	\$ 293,359.88			\$ -	(727,240.02)



Reunion Metropolitan District  
Funding Through NRMD #2  
Budget Tracking



PROJECT COSTS: F34 & 100th Avenue										
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date	% Complete To Date	First Addendum	Fifteenth Addendum	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
<b>CURRENT CONTRACTS / OBLIGATIONS</b>										
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	\$ 43,511.62		\$ 384,928.37	\$ 384,928.37	100.0%				
<b>Subtotal</b>	<b>\$ 2,500,074.87</b>	<b>\$ (57,258.55)</b>	<b>\$ -</b>	<b>\$ 2,442,816.32</b>	<b>\$ 2,442,816.32</b>					
Bidding & Construction Services	\$ 400,000.00			\$ 400,000.00	\$ 400,000.00	100%				
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%				
<b>Subtotal</b>	<b>\$ 485,331.00</b>	<b>\$ (4,004.00)</b>	<b>\$ -</b>	<b>\$ 481,327.00</b>	<b>\$ 481,327.00</b>					
<b>TOTALS</b>	<b>\$ 2,985,405.87</b>	<b>\$ (61,262.55)</b>	<b>\$ -</b>	<b>\$ 2,924,143.32</b>	<b>\$ 2,924,143.32</b>		<b>\$ 3,700,000.00</b>	<b>\$ 540,558.00</b>	<b>\$ 4,240,558.00</b>	<b>\$ 1,316,414.68</b>
*Construction Contingency \$250,007.40										







Reunion Center Metropolitan District #1  
Funding Through Reunion Center  
Budget Tracking 4421.49



	PROJECT COSTS: STEAD School Phase 1					% Complete To Date			
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date		2021A	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
CURRENT CONTRACTS / OBLIGATIONS									
Bid Schedule - WSR	\$ 608,774.00		\$ 112,898.90	\$ 721,672.90	\$ 721,672.90	100%			
Bidding & Construction Services	\$ 97,151.42			\$ 97,151.42	\$ 100,800.00	104%			
Relocate Street Lights - United Power	\$ 12,603.93	\$ (1,058.59)		\$ 11,545.34	\$ 11,545.34	100%			
TOTALS	\$ 718,529.35	\$ (1,058.59)	\$ 112,898.90	\$ 830,369.66	\$ 834,018.24		\$ 778,050.00	\$ 778,050.00	\$ (52,319.66)
*Construction Contingency	\$ 62,138.00								



Reunion Center Metropolitan District #1  
Funding Through Reunion Center  
Budget Tracking



	PROJECT COSTS: Reunion Center - Duets Phase					% 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 Schedules A & B (Alpine)	\$ 3,897,260.40			\$ 3,897,260.40		0%		
Bidding & Construction Services	\$ 287,308.02			\$ 287,308.02	\$ 30,468.00	11%		
Street Lights - United Power (Estimated Costs - Pending Board Approval)	\$ 328,000.00			\$ 328,000.00		0%		
TOTALS	\$ 4,512,568.42	\$ -	\$ -	\$ 4,512,568.42	\$ 30,468.00			\$ (4,512,568.42)
*Construction Contingency	\$ 194,863.00							



## AGREEMENT TO CONVEY PROPERTY

THIS AGREEMENT TO CONVEY PROPERTY (“**Agreement**”) is made and entered into this \_\_\_\_\_ day of May, 2022, by and between **TOWER DEVELOPERS, INC.**, a Colorado corporation (“**Tower**”) and the **REUNION METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”).

### RECITALS

A. The District is a quasi-municipal corporation and political subdivision of the State of Colorado. The District was formed to provide public improvements for the benefit of its service area as described in its Service Plan approved by the City of Commerce City (the “**City**”).

B. Tower is under contract to acquire certain real property adjacent to the boundaries of the District (the “**Tower Parcel**”).

C. The District, in connection with the development of property within its boundaries, acquired certain real property necessary for its development, which real property included that real property legally described and depicted on **Exhibit A** attached hereto and incorporated herein by reference (the “**Road Parcel**”) and on **Exhibit B** attached hereto and incorporated herein by reference (the “**Signage Parcel**”), which Road Parcel and Signage Parcel are adjacent to the Tower Parcel.

D. The District has allocated the amount of \$67,956 toward the cost it paid for the Road Parcel and the Signage Parcel (the “**District Payment**”);

E. The District does not need the Road Parcel and Signage Parcel for the further development of property within its boundaries, and the District has determined that it is in the best interests of its residents and taxpayers to dispose of the same and recoup the District Payment;

F. Tower is currently processing an annexation of the Tower Parcel into the City as well as processing certain land use entitlements.

G. In connection with Tower’s processing of the land use entitlements, it is likely that Tower will be required to widen and construct 100<sup>th</sup> Avenue, and as a result, Tower desires the Road Parcel to be dedicated to the City. Tower further anticipates that the Tower Parcel may utilize the Signage Parcel for entry monumentation or other public improvements.

H. The District and Tower desire to enter into this Agreement to set forth the terms upon which the District will convey the Road Parcel to the City and the Signage Parcel to Tower.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:



1. Real Property Grants. In consideration of the payment of the District Payment and subject to the terms and conditions herein stated, the District agrees to deliver a special warranty deed of the Road Parcel (the “**Road Parcel Deed**”) to the City and a special warranty deed of the Signage Parcel to Tower (the “**Signage Parcel Deed**” and together with the Road Parcel Deed, the “**Deeds**”).

2. Cash Consideration. To compensate the District for its out-of-pocket and miscellaneous expenses incurred with this Agreement as well as the value of the land associated with the Road Parcel and Signage Parcel, concurrently with the delivery of the Deeds, Tower shall deliver a check in the amount of the District Payment to the District.

3. Title/Further Assurances. Within ten (10) days following the mutual execution hereof, Tower shall obtain a title commitment from Land Title Guarantee Company for both the Road Parcel and the Signage Parcel and cause the same to be delivered to both the District and the City. Tower shall have ten (10) days to review the title commitments (the “**Title Review Period**”). If the title commitments are acceptable to Tower and the City, then, within three (3) days after the City confirms in writing that it is willing to accept the Road Deed, Tower shall deliver the District Payment to the District and the District shall deliver the Road Parcel Deed to the City and the Signage Parcel Deed to Tower. The transfer of the Road Parcel to the City and the Signage Parcel to the District shall not be subject to the lien of any existing monetary encumbrances, but shall be subject to all matters of record.

4. Acceptance of Road Parcel by City. The District and Tower agree to use reasonable good faith efforts to cause the City to accept the Road Deed. The District agrees to take any reasonable steps required by the City for the City to accept the Road Deed, so long as the District does not incur any material expense related to the same. If the City has not agreed to accept the Road Parcel Deed within [forty-five (45)] days following the mutual execution hereof, then the District agrees to transfer the Road Parcel to Tower, and the District shall thereafter have no further obligation to cause the conveyance of the Road parcel to the City.

5. Inurement. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the parties, their respective legal representatives, heirs, administrators, successors and assigns.

6. Attorneys' Fees. In the event any party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party as part of its judgment or award its reasonable attorneys' fees and costs.

7. Section Headings. The section headings contained herein are included for reference purposes only.

8. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.



IN WITNESS WHEREOF, the Tower and the District have executed this Agreement as of the date first set forth above.

TOWER:

TOWER DEVELOPERS, INC, a Colorado  
corporation

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



DISTRICT:

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

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



**EXHIBIT A**

(Legal Description and Depiction of Road Parcel)



## EXHIBIT A LEGAL DESCRIPTION

THAT CERTAIN PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, BEING ALL THAT PARCEL OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED JULY 31, 2020 AT RECEPTION NO. 2020000073737, IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY AND A PORTION OF THE LAND DESCRIBED IN THE RULE AND ORDER RECORDED FEBRUARY 12, 2014 AT RECEPTION NO. 2014000008783, IN SAID OFFICE OF THE CLERK AND RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16;

THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 89°33'21" WEST, A DISTANCE OF 75.01 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN QUITCLAIM DEED RECORDED AUGUST 26, 2016 AT RECEPTION NO. 2016000070603, IN SAID OFFICE OF THE CLERK AND RECORDER AND THE **POINT OF BEGINNING**;

THENCE ALONG THE WEST LINE OF SAID QUITCLAIM DEED, SOUTH 00°19'02" WEST, A DISTANCE OF 61.01 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED;

THENCE ALONG SAID EASTERLY PROLONGATION, SAID SOUTHERLY BOUNDARY AND THE WESTERLY AND NORTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED THE FOLLOWING 9 COURSES:

- 1) SOUTH 89°33'21" WEST, A DISTANCE OF 150.03 FEET;
- 2) NORTH 84°14'45" WEST, A DISTANCE OF 162.97 FEET;
- 3) NORTH 88°28'33" WEST, A DISTANCE OF 99.10 FEET;
- 4) SOUTH 89°33'21" WEST, A DISTANCE OF 793.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 53°34'22" EAST;
- 5) NORTHEAST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°07'40", AN ARC LENGTH OF 18.55 FEET;
- 6) TANGENT TO SAID CURVE, NORTH 89°33'18" EAST, A DISTANCE OF 30.47 FEET;
- 7) NORTH 00°29'34" WEST, A DISTANCE OF 14.50 FEET;
- 8) NORTH 00°24'02" WEST, A DISTANCE OF 17.50 FEET;
- 9) NORTH 89°33'21" EAST, A DISTANCE OF 1,158.67 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.193 ACRES, (51,969 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, CO 80122









## ILLUSTRATION TO EXHIBIT A

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	53°07'40"	20.00'	18.55'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°19'02"W	61.01'
L2	S89°33'21"W	150.03'
L3	N84°14'45"W	162.97'
L4	N88°28'33"W	99.10'
L5	S89°33'21"W	793.24'
L6	N00°29'34"W	14.50'
L7	N89°33'18"E	30.47'
L8	N00°24'02"W	17.50'
L9	N89°33'21"E	1158.67'

NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\164921-01-00-Setback Village\Draw\040122  
 DWG NAME: DISTRICT BOUNDARY.DWG  
 DWG: RDS CHK: JRW  
 DATE: 04/18/2022  
 SCALE:



300 East Mineral Ave.  
 Suite 1  
 Littleton, Colorado 80122  
 Phone: (303) 713-1899  
 Fax: (303) 713-1897  
 www.aztecconsultants.com

**RMD PURCHASE**  
 CITY OF COMMERCE CITY  
 ADAMS COUNTY, COLORADO

JOB NUMBER 164921-01-00

3 OF 3 SHEETS



**EXHIBIT B**

(Legal Description and Depiction of Signage Parcel)



## LEGAL DESCRIPTION

THAT CERTAIN PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, BEING A PORTION OF THE LAND DESCRIBED IN RULE AND ORDER RECORDED FEBRUARY 12, 2014 AT RECEPTION NO. 2014000008783, IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16;

THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 89°33'21" WEST, A DISTANCE OF 75.01 FEET TO THE NORTHEAST CORNER OF SAID RULE AND ORDER;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID RULE AND ORDER, SOUTH 00°19'01" WEST, A DISTANCE OF 61.01 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THE LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JULY 31, 2020 AT RECEPTION NO. 2020000073737, IN SAID OFFICE OF THE CLERK AND RECORDER, AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY, AND THE SOUTHERLY AND WESTERLY BOUNDARY THEREOF, THE FOLLOWING 3 COURSES:

1. SOUTH 00°19'01" WEST, A DISTANCE OF 68.99 FEET;
2. NORTH 89°33'21" WEST, A DISTANCE OF 54.99 FEET;
3. NORTH 00°19'01" EAST, A DISTANCE OF 68.99 FEET TO THE SOUTHEAST CORNER OF SAID SPECIAL WARRANTY DEED;

THENCE ALONG SAID EASTERLY PROLONGATION, NORTH 89°33'21" EAST, A DISTANCE OF 54.99 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.087 ACRES, (3,794 SQUARE FEET), MORE OR LESS.

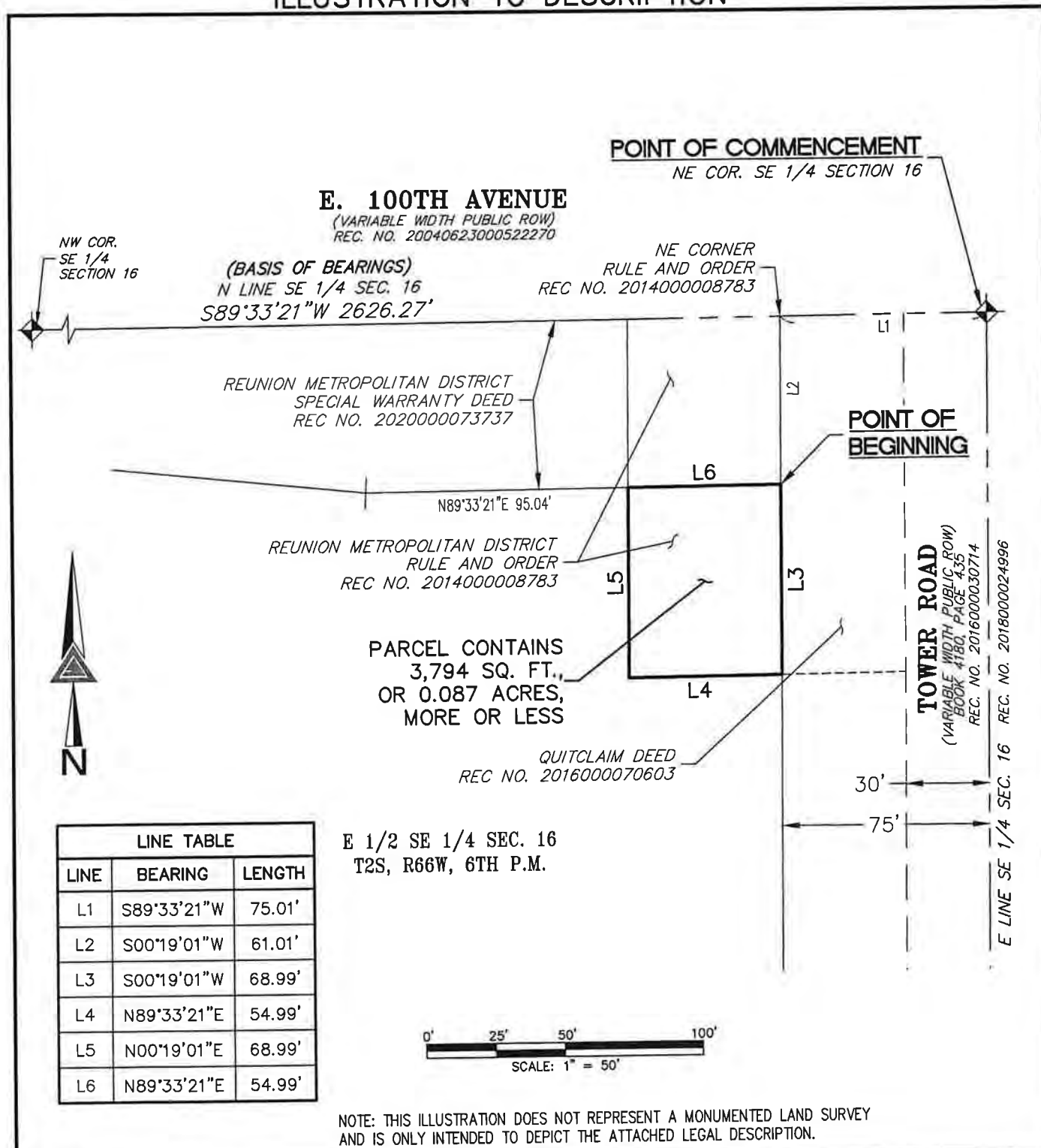
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



DANIEL E. DAVIS, PLS 38256  
 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
 FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
 300 E. MINERAL AVENUE, SUITE 1  
 LITTLETON, CO 80122



## ILLUSTRATION TO DESCRIPTION



PATH: G:\164921-01-00-Settlers Village\Draw\EXHIBITS  
 DWG NAME: RMD-TOWER INV.DWG  
 DWG: DED CHK: JRW  
 DATE: 04/28/2022  
 SCALE: 1" = 50'



300 East Mineral Ave,  
 Suite 1  
 Littleton, Colorado 80122  
 Phone: (303)713-1898  
 Fax: (303)713-1897  
 www.aztecconsultants.com

**RMD-TOWER INVESTORS**  
 CITY OF COMMERCE CITY  
 ADAMS COUNTY, COLORADO

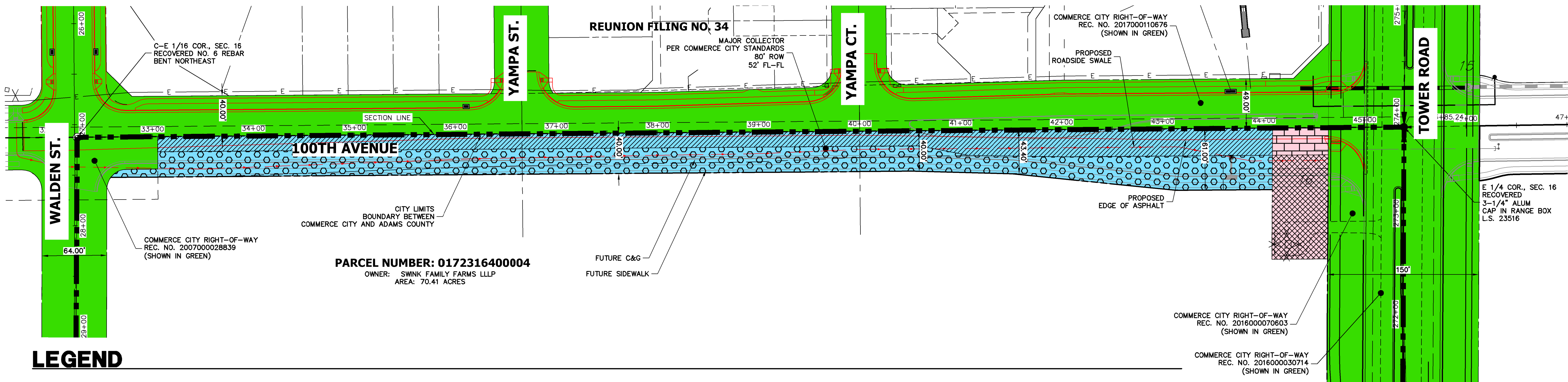
JOB NUMBER 164921-01-00

2 OF 2 SHEETS





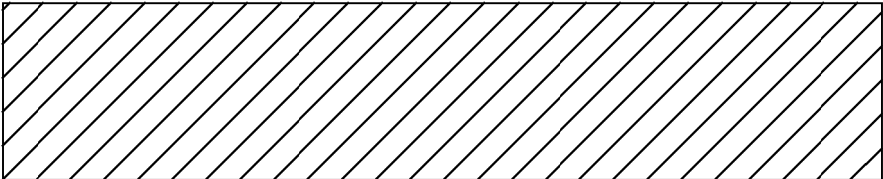
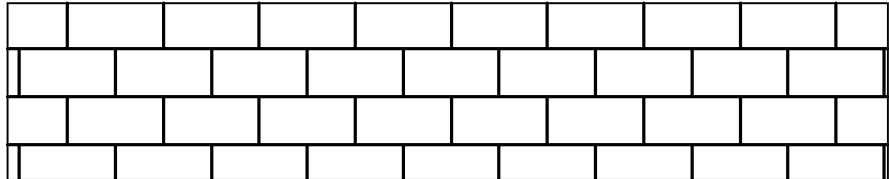
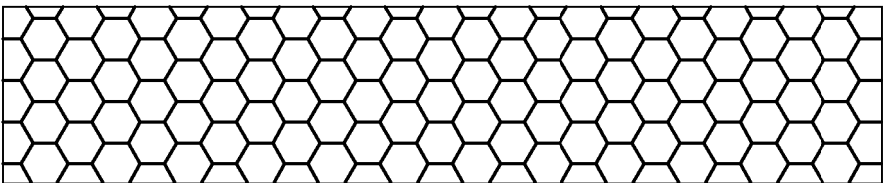
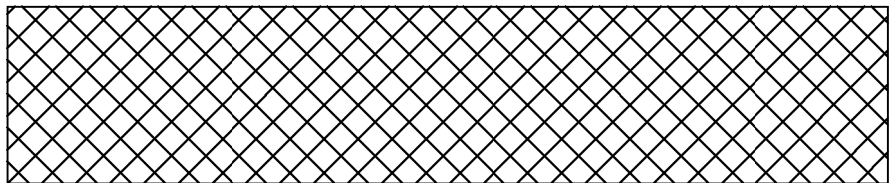


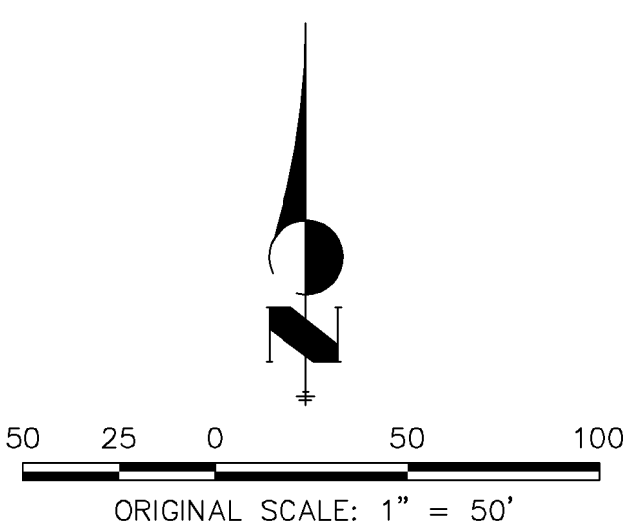
# REUNION METROPOLITAN DISTRICT RIGHT-OF-WAY DEDICATION TO COMMERCE CITY

## 100TH AVENUE IMPROVEMENTS BETWEEN WALDEN ST. AND TOWER ROAD



### LEGEND

BOUNDARY BETWEEN CITY OF COMMERCE CITY AND ADAMS COUNTY		CITY OF COMMERCE CITY RIGHT OF WAY			
REUNION METROPOLITAN DISTRICT LAND PURCHASED FROM SWINK PROPERTY		TOTAL AREA: 48,614 SQF (1.11 ACRES)	REUNION METROPOLITAN DISTRICT OWNED LAND		TOTAL AREA: 7,150 SQF (0.16 ACRES)
REUNION METROPOLITAN DISTRICT LAND DEEDED TO COMMERCE CITY		TOTAL AREA: 20,301 SQF (0.46 ACRES)	REUNION METROPOLITAN DISTRICT LAND DEEDED TO COMMERCE CITY		TOTAL AREA: 1,485 SQF (0.03 ACRES)
REUNION METROPOLITAN DISTRICT PORTION OF LAND NOT DEEDED TO COMMERCE CITY		TOTAL AREA: 28,313 SQF (0.65 ACRES)	REUNION METROPOLITAN DISTRICT PORTION OF LAND NOT DEEDED TO COMMERCE CITY		TOTAL AREA: 5,665 SQF (0.13 ACRES)





## 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** (the "**Grantee**"), 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 the Grantor, or either of the parties comprising the Grantor, and any right, title and interest of the Grantor, or either of the parties comprising the 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 the Grantor, its successors and assigns, all of the Grantor's right, title and interest in and to the Minerals and the Appurtenant Water provided that the 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 the Grantor, the 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 \_\_\_\_\_, 2022.

**GRANTOR:**

REUNION METROPOLITAN  
DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of Reunion Metropolitan district.

Witness my hand and official seal.

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

---

Notary Public



## EXHIBIT A LEGAL DESCRIPTION

THAT CERTAIN PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, BEING ALL THAT PARCEL OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED JULY 31, 2020 AT RECEPTION NO. 2020000073737, IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY AND A PORTION OF THE LAND DESCRIBED IN THE RULE AND ORDER RECORDED FEBRUARY 12, 2014 AT RECEPTION NO. 2014000008783, IN SAID OFFICE OF THE CLERK AND RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16;

THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 89°33'21" WEST, A DISTANCE OF 75.01 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN QUITCLAIM DEED RECORDED AUGUST 26, 2016 AT RECEPTION NO. 2016000070603, IN SAID OFFICE OF THE CLERK AND RECORDER AND THE **POINT OF BEGINNING**;

THENCE ALONG THE WEST LINE OF SAID QUITCLAIM DEED, SOUTH 00°19'02" WEST, A DISTANCE OF 61.01 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED;

THENCE ALONG SAID EASTERLY PROLONGATION, SAID SOUTHERLY BOUNDARY AND THE WESTERLY AND NORTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED THE FOLLOWING 9 COURSES:

- 1) SOUTH 89°33'21" WEST, A DISTANCE OF 150.03 FEET;
- 2) NORTH 84°14'45" WEST, A DISTANCE OF 162.97 FEET;
- 3) NORTH 88°28'33" WEST, A DISTANCE OF 99.10 FEET;
- 4) SOUTH 89°33'21" WEST, A DISTANCE OF 793.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 53°34'22" EAST;
- 5) NORTHEAST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°07'40", AN ARC LENGTH OF 18.55 FEET;
- 6) TANGENT TO SAID CURVE, NORTH 89°33'18" EAST, A DISTANCE OF 30.47 FEET;
- 7) NORTH 00°29'34" WEST, A DISTANCE OF 14.50 FEET;
- 8) NORTH 00°24'02" WEST, A DISTANCE OF 17.50 FEET;
- 9) NORTH 89°33'21" EAST, A DISTANCE OF 1,158.67 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.193 ACRES, (51,969 SQUARE FEET), MORE OR LESS.

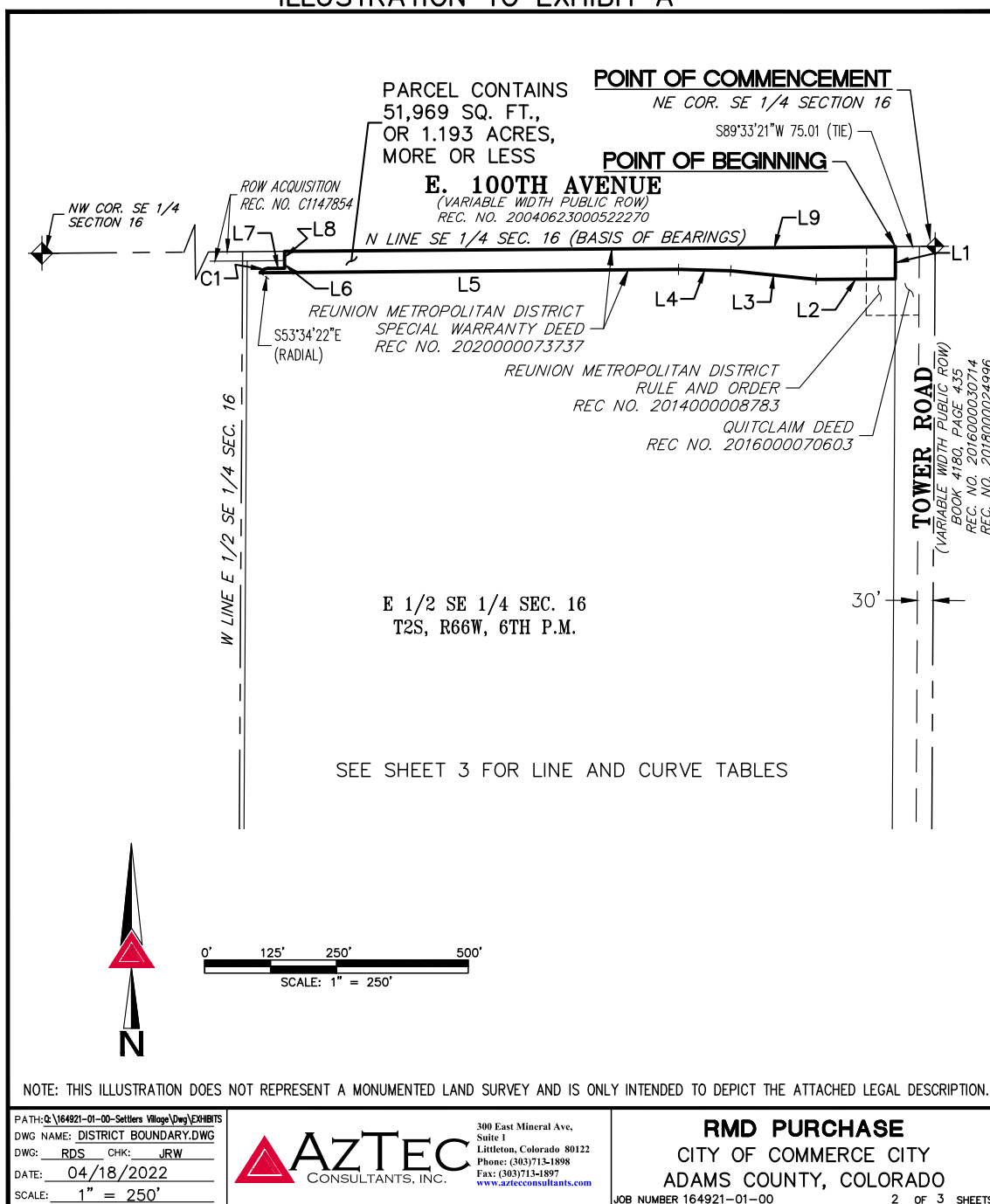
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, CO 80122





## ILLUSTRATION TO EXHIBIT A





## ILLUSTRATION TO EXHIBIT A

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	53°07'40"	20.00'	18.55'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°19'02"W	61.01'
L2	S89°33'21"W	150.03'
L3	N84°14'45"W	162.97'
L4	N88°28'33"W	99.10'
L5	S89°33'21"W	793.24'
L6	N00°29'34"W	14.50'
L7	N89°33'18"E	30.47'
L8	N00°24'02"W	17.50'
L9	N89°33'21"E	1158.67'

NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\164921-01-00-Settlers Village\Draw\EXHIBITS  
 DWG NAME: DISTRICT BOUNDARY.DWG  
 DWG: RDS CHK: JRW  
 DATE: 04/18/2022  
 SCALE:



**AZTEC**  
 CONSULTANTS, INC.

300 East Mineral Ave,  
 Suite 1  
 Littleton, Colorado 80122  
 Phone: (303)713-1898  
 Fax: (303)713-1897  
[www.aztecconsultants.com](http://www.aztecconsultants.com)

**RMD PURCHASE**  
 CITY OF COMMERCE CITY  
 ADAMS COUNTY, COLORADO

JOB NUMBER 164921-01-00

3 OF 3 SHEETS



## 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 Sixty-Seven Thousand Nine Hundred and Fifty-Six Dollars (\$67,956.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to **TOWER DEVELOPERS, INC.**, a Colorado corporation (the "**Grantee**"), whose address is 1600 S. Albion Street, Suite 200, Denver, CO 80222, 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 the Grantor, or either of the parties comprising the Grantor, and any right, title and interest of the Grantor, or either of the parties comprising the Grantor, to the midpoint of any adjoining or 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 the Grantor, its successors and assigns, all of the Grantor's right, title and interest in and to the Minerals and the Appurtenant Water provided that the 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 the Grantor, the 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 \_\_\_\_\_, 2022.

## GRANTOR

REUNION METROPOLITAN  
DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of Reunion Metropolitan district.

Witness my hand and official seal.

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

---

Notary Public



**LEGAL DESCRIPTION**

THAT CERTAIN PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, BEING A PORTION OF THE LAND DESCRIBED IN RULE AND ORDER RECORDED FEBRUARY 12, 2014 AT RECEPTION NO. 2014000008783, IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16;

THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 89°33'21" WEST, A DISTANCE OF 75.01 FEET TO THE NORTHEAST CORNER OF SAID RULE AND ORDER;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID RULE AND ORDER, SOUTH 00°19'01" WEST, A DISTANCE OF 61.01 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THE LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JULY 31, 2020 AT RECEPTION NO. 2020000073737, IN SAID OFFICE OF THE CLERK AND RECORDER, AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY, AND THE SOUTHERLY AND WESTERLY BOUNDARY THEREOF, THE FOLLOWING 3 COURSES:

1. SOUTH 00°19'01" WEST, A DISTANCE OF 68.99 FEET;
2. NORTH 89°33'21" WEST, A DISTANCE OF 54.99 FEET;
3. NORTH 00°19'01" EAST, A DISTANCE OF 68.99 FEET TO THE SOUTHEAST CORNER OF SAID SPECIAL WARRANTY DEED;

THENCE ALONG SAID EASTERLY PROLONGATION, NORTH 89°33'21" EAST, A DISTANCE OF 54.99 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.087 ACRES, (3,794 SQUARE FEET), MORE OR LESS.

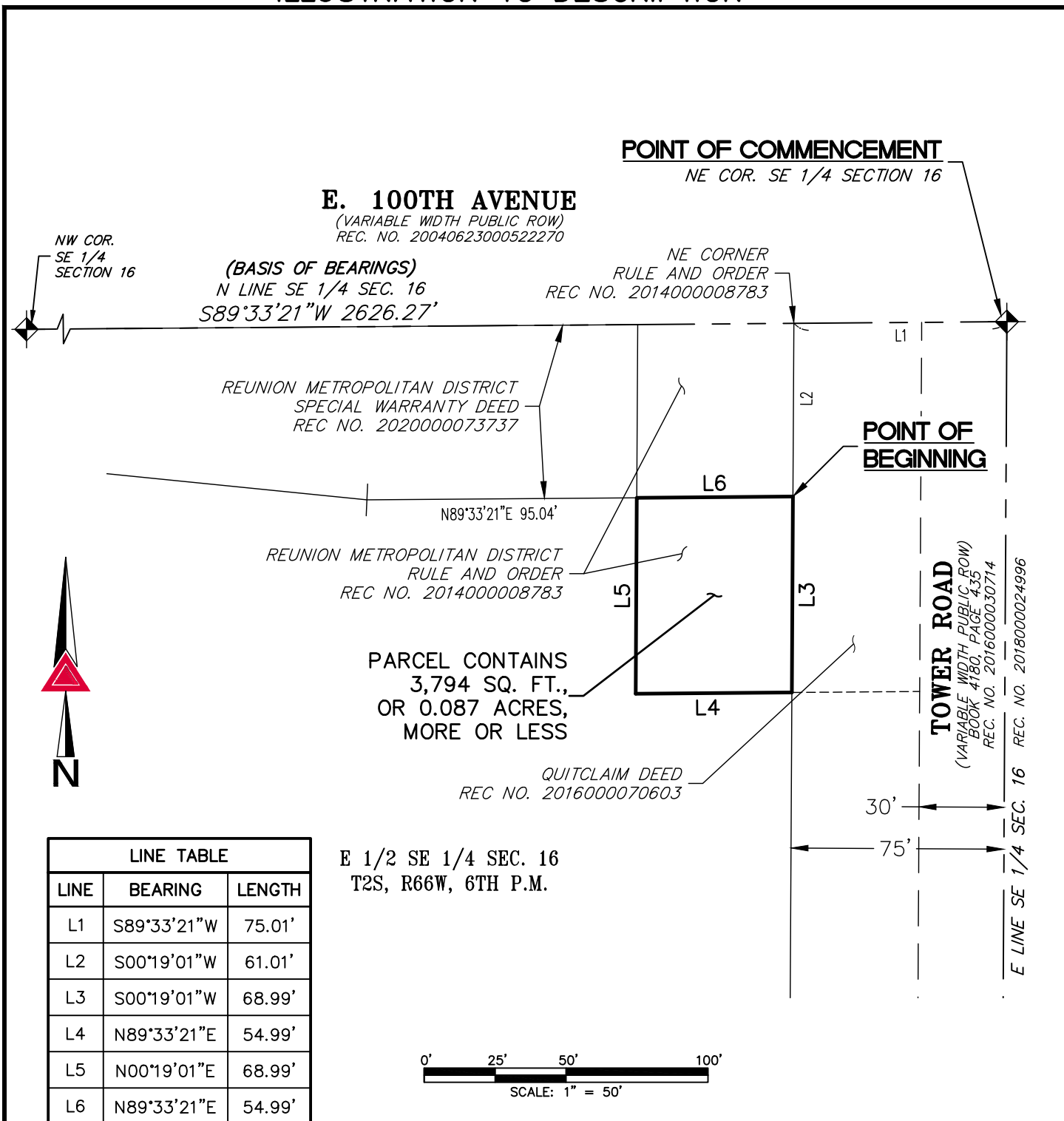
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



DANIEL E. DAVIS, PLS 38256  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, CO 80122



## ILLUSTRATION TO DESCRIPTION



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY  
AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\164921-01-00-Settlers Village\DWG\EXHIBITS  
DWG NAME: RMD-TOWER INV.DWG  
DWG: DED CHK: JRW  
DATE: 04/28/2022  
SCALE: 1" = 50'



**AZTEC**  
CONSULTANTS, INC.

300 East Mineral Ave,  
Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898  
Fax: (303)713-1897  
[www.aztecconsultants.com](http://www.aztecconsultants.com)

**RMD-TOWER INVESTORS**  
CITY OF COMMERCE CITY  
ADAMS COUNTY, COLORADO

JOB NUMBER 164921-01-00

2 OF 2 SHEETS



**COST SHARE AGREEMENT  
CHAMBERS ROAD IMPROVEMENTS  
104TH AVENUE TO 117<sup>TH</sup> AVENUE**

This **COST SHARE AGREEMENT** (“**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“**Effective Date**”), by and between REUNION METROPOLITAN DISTRICT (“**Reunion**”), a Colorado special district and the CITY OF COMMERCE CITY, a Colorado home rule municipality (the “**City**”) (collectively, “**Parties**”).

**RECITALS**

WHEREAS, Reunion and Clayton Properties Group II, Inc. (“**Clayton**”) own, have developed, or will own and/or develop property along the current alignment of Chambers Road from north of 104<sup>th</sup> Avenue to 112<sup>th</sup> Avenue ; and

WHEREAS, in light of development within and surrounding Chambers Road from north of 104<sup>th</sup> Avenue to 112<sup>th</sup> Avenue in the near term, the Parties have determined it is appropriate to work together to cause widening of Chambers Road to a minor arterial cross section including sidewalks, landscaping and irrigation improvements, bridge replacement at Second Creek, and traffic signals. (the “**Shared Road Improvements**”) through a coordinated construction effort, estimated for completion in 2023, as more fully detailed on **Exhibit A-1**, attached hereto and incorporated herein; and

WHEREAS, the City has requested, in conjunction with the design and construction of the Shared Road Improvements, that certain additional improvements be made to Chambers Road north of 112<sup>th</sup> Avenue, , as more fully detailed on **Exhibit A-2**, attached hereto and incorporated herein (the “**City Road Improvements**” and together with the Shared Road Improvements, the “**Chambers Road Improvements**”); and

WHEREAS, completion of the Chambers Road Improvements will also include right of way and easement acquisition, undergrounding of overhead electric lines, relocation of existing utilities, fence relocation, existing driveway re-alignments, sidewalks, replacement of the existing Second Creek drainage structure with a new bridge to accommodate a pedestrian underpass, a golf cart/pedestrian underpass at the Buffalo Run Golf Course, drainage infrastructure for the roadway improvements, traffic signals, sidewalks, lighting, and necessary potable, sanitary sewer, and non-potable infrastructure to facilitate future development adjacent to the roadway widening, as more fully detailed herein; and

WHEREAS, the Parties desire to establish terms for the payment of costs related to the installation and construction of the Chambers Road Improvements and the Parties’ respective allocation associated therewith.



## AGREEMENT

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 as follows:

### 1. Design and Permitting.

a. The Parties agree that Reunion has, prior to the execution of this Agreement, undertaken and is completing the survey, engineering, design, plan preparation and permitting associated with the Chambers Road Improvements, including the following (the “**Design Work**”):

- (i) Title commitments;
- (ii) Design and utility surveys;
- (iii) Property surveys and base mapping preparation;
- (iv) Geotechnical engineering;
- (v) Traffic studies and engineering;
- (vi) Environmental engineering and permitting;
- (vii) Roadway design and plans;
- (viii) Traffic signal design and plans;
- (ix) Signage, striping and lighting plans;
- (x) Drainage design and plans;
- (xi) Stormwater management design and plans;
- (xii) Demolition and restoration of existing improvements design and plans;
- (xiii) Landscaping and irrigation design and plans;
- (xiv) Electric relocation design and plans;
- (xv) Gas line relocation design and plans;
- (xvi) Telecommunication relocation design and plans;
- (xvii) Water and irrigation line relocation design and plans;
- (xviii) Preparing legal descriptions for easement and right-of-way acquisition;



- (xix) Drainage studies and stormwater management reports;
- (xx) Right-of-way plans; and
- (xxi) Cost estimates

b. The Parties shall each be responsible for their percentage of costs associated with the Design Work for the Shared Road Improvements according to the allocations set forth in **Exhibit B-1** and **Exhibit B-2**, attached hereto and incorporated herein. The City shall be responsible for one hundred percent (100%) of the costs associated with the Design Work for the City Road Improvements, as more fully set forth herein.

c. In its contract for the Design Work, Reunion shall include the following:

(i) Insurance requirements as are standard to Reunion design contracts, specifically naming the City and its elected and appointed officials, employees, and agents as an “additional insured” (with the exception of workers’ compensation and employer’s liability insurance policies, if any). Reunion shall require the Reunion Contractor to provide a certificate or certificates of insurance to the City;

(ii) To expressly name the City as a third-party beneficiary of the contract with respect to Design Work relating to the Property Rights, as defined below, that the City is obligated to acquire pursuant to this Agreement;

(iii) Indemnity provisions protecting the City and its elected and appointed officials, employees, and agents to the same extent as Reunion and its directors, officers, agents and employees;

(iv) To expressly name the City as a third-party beneficiary of the contract with respect to the insurance, indemnity and defense, warranty, and standard of care provisions.

d. All requisite property interests as are necessary for construction of the Chambers Road Improvements shall be referred to herein as the “**Property Rights**,” and are further described and shown upon **Exhibit C**, attached hereto and incorporated herein. The Parties agree that in connection with real property under their respective control or ownership, they will provide all necessary property interests, easements, licenses, and/or rights of ways deemed necessary for construction of the Chambers Road Improvements, at no cost to the other Party hereto. The Parties agree that at their own cost, they shall provide, acquire, and/or obtain all necessary property interests, easements, licenses, and/or rights of ways deemed necessary for construction of the Chambers Road Improvements, as the same are designated as “City Right of Way Acquisition” and “City Temporary Construction Easement” (collectively, the “**City Property Rights**”) and as the “Reunion Right of Way Acquisition” and the “Reunion Temporary Construction Easement” (collectively, the “**Reunion Property Rights**”) respectively, as shown on **Exhibit C**, attached hereto and incorporated herein. In relation to the City Property Rights, the City agrees that Reunion or its design professional engaged to provide the Design Work shall, on behalf of the City, engage HC Peck Associates to assist in the acquisition of the City Property Rights, the costs of which shall be payable by the City directly to HC Peck and Associates in



accordance with and at the times required in the executed agreements prepared by HC Peck Associates. The Parties agree that the District shall be held harmless by the City in relation to any claims from HC Peck Associates related to payment of any amounts due to the same pursuant to the aforementioned agreement, and that the District assumes no liability for delinquent payments or payments not made to HC Peck Associates by the City in relation to the same. In the event that condemnation is required for the City Property Rights, Reunion shall have no further obligation to pursue the acquisition of the City Property Rights on behalf of the City and the final services necessary for acquisition will be contracted directly with HC Peck Associates or others as needed by the City.

e. Nothing in this Agreement shall be construed to be a waiver by the City of its police power or its legislative authority to make decisions regarding the exercise of its eminent domain authority. Nothing in this Agreement shall bind the City to exercise its power of eminent domain, or to in any other manner be precluded from making a legislative determination regarding how its eminent domain authority is exercised.

## **2. Bidding and Contracting.**

a. Upon completion of the Design Work, Reunion shall solicit bids for the construction of the Shared Road Improvements and the City Road Improvements, in accordance with any statutory public bidding requirements. Within ten (10) days of the date of the deadline for bidders to submit bids to Reunion, Reunion shall remit such bids to the City and consult with the City in relation to the cost for the construction of the Shared Road Improvements and the City Road Improvements as indicated by the bids received.

(i) The Parties shall then, within thirty (30) days of the remittance of the bids from Reunion to the City, mutually determine whether or not to proceed with the Shared Road Improvements. If the Parties determine to proceed with the Shared Road Improvements, the Parties shall also determine a mutually agreeable contractor to complete the Shared Road Improvements based upon such bid results. If the Parties determine not to proceed with the Shared Road Agreements, the Parties will document the same in writing, signed by both Parties, and this Agreement shall be terminated in relation to any future obligations of either Party in relation to the construction and payment of costs relative to the Shared Road Improvements. Notwithstanding the termination of this Agreement in relation to the construction and payment obligations relative to the Shared Road Improvements, the City shall still be obligated to reimburse Reunion for costs for the Design Work related to the same as set forth herein.

(ii) The City shall, within thirty (30) days of receipt of the bids for the City Road Improvements, notify Reunion in writing whether or not it desires to proceed with the City Road Improvements. If the City determines to proceed with the City Road Improvements, the Parties shall determine a mutually agreeable contractor to complete the City Road Improvements based upon such bid results. If the City determines not to proceed with the City Road Improvements, this Agreement shall be terminated in relation to any future obligations of either Party in relation to the construction and payment of costs relative to the City Road Improvements. Notwithstanding the termination of this Agreement in relation to the construction and payment obligations relative to the City Road Improvements, the City shall still be obligated to reimburse Reunion for costs for the Design Work related to the same as set forth herein.



b. Notwithstanding anything in this Agreement to the contrary, Reunion shall be under no obligation to solicit bids and/or proceed with the construction of the Shared Road Improvements unless and until Reunion the following conditions have been met: (i) Reunion has funding in place and has appropriated the same to pay for Reunion's share of the costs of the Shared Road Improvements; and (ii) the necessary entitlements have been approved by the City and are in place allowing for the development of the property to be serviced and supported by the Shared Road Improvements. In the event the above conditions are not met prior to such time as Reunion is to award contracts for the construction of the Shared Road Improvements, Reunion may terminate this Agreement as it relates to the Shared Road Improvements, in its sole discretion, by providing the City with written notice of such termination. In such an event, this Agreement shall be terminated in relation to any future obligations of either Party for the construction and payment of costs relative to the Shared Road Improvements. Notwithstanding the termination of this Agreement as permitted herein for the Shared Road Improvements construction and payment obligations, the City shall still be obligated to reimburse Reunion for costs for the Design Work related to the same as set forth herein.

c. Upon the Parties' determination of a mutually agreeable contractor or contractors to complete the Shared Road Improvements and/or the City Road Improvements based upon such bid results, Reunion shall be authorized to enter into a construction contract with such contractor(s) (the "**Reunion Contractor**" or, if more than one, each a "**Reunion Contractor**"), subject to the requirements of this Agreement, and to issue such notices to proceed as appropriate. All executed construction documents shall be provided to the City for its records.

d. Reunion shall be authorized to enter into construction, construction management and/or quality assurance/geotechnical engineering contracts with qualified contractors, subject to the requirements of this Agreement, and to issue such notices to proceed and appropriate. All such executed contracts shall be provided to the City for its records. In all such contracts, Reunion shall include the following:

(i) Insurance requirements as are standard to Reunion construction projects, specifically naming the City and its elected and appointed officials, employees, and agents as an "additional insured" (with the exception of workers' compensation and employer's liability insurance policies, if any). All references to the "District" or Reunion and its "directors, officers, employees and agents" with respect to any insurance shall mean the City and its elected and appointed officials, employees, and agents, respectively. Reunion shall require the Reunion Contractor to provide a certificate or certificates of insurance to the City at the City's written request;

(ii) To require payment and performance bonds and a one-year warranty guarantee for the Shared Road Improvements and/or the City Road Improvements, as applicable;

(iii) Indemnity provisions protecting the City and its elected and appointed officials, employees, and agents to the same extent as Reunion and its directors, officers, agents and employees; and

(iv) To expressly name the City as a third-party beneficiary/obligee of the contract with respect to all provisions relating to the obligation to perform the work, insurance,



indemnity and defense, and warranty provisions for any part of the work to owned by or dedicated to the City.

e. Reunion shall have the sole discretion to approve all change orders to any contracts associated with the Shared Road Improvements and/or the City Road Improvements so long as (1) such aggregate change orders do not exceed a ten percent (10%) contingency above the contract price for the applicable contract (the “**Agreed Contingency**”), and (2) such change order is consistent with all approved plans and specifications for the work. The Parties agree that for any non-emergency change orders that exceed the Agreed Contingency, Reunion shall present the same to the City for review and consideration. The City shall have five (5) business days to consider such change order and if no objection is made within the allotted time period, the same shall be deemed approved and the cost shall be shared between the Parties according to the cost allocations set forth in Paragraph 3 of this Agreement. If the City objects to such change order, the Parties shall meet and work in good faith to resolve the issue.

f. Reunion shall have sole discretion in its approval of change orders deemed to be necessary on an Emergency Basis, as hereinafter defined, and shall provide the City notice of all such approvals and the scope of such emergency within twenty-four (24) hours of any such event. Costs for all such emergency change orders shall be shared between the Parties according to the respective cost allocations as set forth in Paragraph 3 of this Agreement. “**Emergency Basis**” shall involve events that impact immediate public safety concerns or other events of an emergent nature, such as water or gas line breaks.

g. Reunion shall provide written periodic reports, no more than monthly, to the City at its request regarding the status of construction.

h. Any liquidated damages imposed by Reunion on a Reunion Contractor shall be applied to the City in accordance with the allocations set forth in Paragraph 3 of this Agreement.

i. Any property of the City damaged or destroyed by Reunion or its contractors or subcontractors incident to this Agreement, excluding any property intended to be affected by the work, shall be promptly repaired or replaced by Reunion to the City’s satisfaction, or in lieu of such repair or replacement, Reunion shall pay to the City, or provide as a credit against amounts that may be due to Reunion from the City in accordance with Paragraph 4 of this Agreement, money in an amount sufficient to compensate for the loss sustained by the City by reason of damage to or destruction of City property.

### **3. Cost Allocations.**

a. Upon acceptance of a bid or bids for the construction of the Shared Road Improvements and/or the City Road Improvements as set forth in Paragraph 2 above, approval of the final plans and specifications, issuance of the final permits, and the acquisition of any and all necessary Property Rights and other property interests for construction of the same, the Parties agree that Reunion shall coordinate and be responsible for the construction of each element of the Shared Road Improvements and/or the City Road Improvements, as applicable. Such construction shall be completed substantially in accordance with all approved plans and specifications and



Reunion will timely make payment of all costs related to the Shared Road Improvements and/or the City Road Improvement as the same become due and payable.

b. The costs of the Design Work and the construction, including construction management and quality assurance/geotechnical engineering for the Shared Road Improvements shall be based upon the actual costs incurred by Reunion for the Design Work and the accepted bid(s) received and the contract(s) awarded by Reunion relating to construction of the Shared Road Improvements, as set forth in Paragraph 2 above, plus the Agreed Contingency (collectively, the “**Shared Road Improvement Costs**”). Such Shared Road Improvement Costs shall be allocated as set forth in **Exhibit B-1** (which sets forth the allocations of the Shared Road Improvement Costs for the City) and **Exhibit B-2** (which sets forth the allocations of the Shared Road Improvement Costs for Reunion).

c. The costs of the Design Work (including costs related to the City Property Rights) and the construction, including construction management and quality assurance/geotechnical engineering for the City Road Improvements shall be based upon the accepted bid(s) received and the contract(s) awarded by Reunion relating to completion of the City Road Improvements, as set forth in Paragraph 2 above, plus the Agreed Contingency (collectively, the “**City Road Improvement Costs**”), all of which shall be the responsibility of the City as more fully set forth herein. A summary of these costs is set forth in **Exhibit B-3**, attached hereto and incorporated herein.

#### 4. City Reimbursement for Design Work and Construction Costs.

a. Upon execution of this Agreement, Reunion shall provide the City with an accounting of any costs incurred by Reunion to date for the Design Work, which shall include an accounting of both the Shared Road Improvement Costs (and detailing the City’s share of the same in accordance with the allocations set forth in Exhibit B-1) and the City Road Improvement Costs related to the Design Work allocated to the City (the “**Initial Invoicing**”). Within ten (10) days of the execution of this Agreement, the City shall reimburse Reunion the amount set forth on the Initial Invoicing. Thereafter, on a periodic basis, but no more frequently than monthly, Reunion shall provide the City with an invoicing for any additional costs incurred by Reunion since the date of the last such invoicing for the Design Work, which shall include an accounting of both the Shared Road Improvement Costs (and detailing the City’s share of the same in accordance with the allocations set forth in Exhibit B-1) and the City Road Improvement Costs (including any costs related to the acquisition of the City Property Rights) (each a “**Design Work Reimbursement Notice**”). Within ten (10) days of the date of any Design Work Reimbursement Notice, the City shall remit to Reunion the amount set forth thereon.

b. After commencement of construction of the Shared Road Improvements, on a periodic basis, but no more frequently than monthly, Reunion shall provide the City with an invoicing accounting for any costs incurred by Reunion related to the Shared Road Improvements for such period, which shall include an accounting of such Shared Road Improvement Costs allocated to the City for the current period in accordance with Exhibit B-1 (each a “**Shared Road Improvement Costs Reimbursement Notice**”). Within ten (10) days of the date of any Shared Road Improvement Costs Reimbursement Notice, the City shall remit to Reunion the amount set forth thereon.



c. After commencement of construction of the City Road Improvements, on a periodic basis, but no more frequently than monthly, Reunion shall provide the City with an invoice accounting for any costs incurred by Reunion related to the City Road Improvements for such period, (each a “**City Road Improvement Costs Notice**”). Within ten (10) days of the date of any City Road Improvement Costs Reimbursement Notice, the City shall remit to Reunion the amount set forth thereon.

d. After final acceptance of the Shared Road Improvements and/or the City Road Improvements, as applicable, Reunion will provide written certification to the City (each a “**Certification**”), which will include an accounting of all costs related to construction of the Shared Road Improvements and/or the City Road Improvements, as applicable, exclusive of the Design Work. Any Certification shall include the final amount of the due to Reunion from the City for the construction of the Shared Road Improvements and/or the City Road Improvements, as applicable, less any prior payments by the City, any uncompensated loss sustained by the City by reason of any damage or destruction of City property, or any applied liquidated damages (the “**Final City Reimbursement Amount**”), or the amount of any overpayment by the City to be returned by Reunion. The City may object to any errors related to amount identified in any Certification within thirty (30) days of the date of such Certification (the “**Reporting Period**”). The Final City Reimbursement Amount shall be paid to Reunion not later than sixty (60) days after the Reporting Period. Reunion shall return any overpayment to the City not later than sixty (60) days after the Reporting Period and if not paid within such time period, interest shall accrue at the rate of six percent (6.0%) per annum until paid in full to the City.

e. Any amount due from the City to Reunion under this Agreement and not paid when due shall accrue interest the rate of six percent (6.0%) per annum until such amount is paid in full to Reunion.

f. At any time, the City shall have the right to audit Reunion’s records concerning the design and construction of the Chambers Road Improvements. The right to request an audit of such records shall be made within three (3) years from the date upon the final Certification is provided and shall be in writing. The audit request shall include a reasonably detailed description of the scope of documents requested for audit by the City.

## **5. Operation and Maintenance of Chambers Road Improvements upon Completion.**

a. Upon completion of the Chambers Road Improvements, the Parties agree that maintenance of the various components of the Chambers Road Improvements shall be handled as follows:

(i) Operations and maintenance of Chambers Road, the bridge structure over Second Creek, and ancillary roadway and drainage items shall be the responsibility of the City;

(ii) Operation and maintenance of the landscaping and irrigation adjacent to the Reunion community shall be the responsibility of Reunion (See **Exhibit D**, attached hereto and incorporated herein);



(iii) Operation and maintenance of the tree lawn landscaping and irrigation fronting City property as well as all landscaped median islands shall be the responsibility of the City including any water bills to SACWSD (See **Exhibit D**, attached hereto and incorporated herein);

(iv) Operation and Maintenance of the tree lawn landscaping and irrigation system adjacent to current or future development (including Unincorporated Adams County parcels if the City so determines not to claim responsibility for maintaining those frontages) shall be the responsibility of the adjacent landowner, Reunion, or a homeowners association, as the City may deem applicable (See **Exhibit D**, attached hereto and incorporated herein);

(v) Operation and maintenance of the detention and water quality ponds constructed within Reunion Village 8 shall be maintained by Reunion;

(vi) Operation and maintenance of underdrain infrastructure will be the responsibility of Reunion;

(vii) Operation and maintenance of all potable and non-potable water lines and sanitary sewer infrastructure will be the responsibility of South Adams County Water and Sanitation District, in accordance with the rules and regulations of said district.

b. All property to be owned or maintained by the City shall be dedicated to the City in accordance with standard practices and requirements of the City.

## **6. City License to Reunion for Construction.**

a. For those portions of the City Property Rights labeled as City Right of Way Temporary Construction Easement on **Exhibit C**, attached and incorporated herein, the City shall, prior to the commencement of construction, include Reunion as an additional party to any necessary temporary construction easements or licenses obtained by the City from the respective property owners or assign such temporary construction easements to Reunion as necessary for the sole purposes of design and construction of the Chambers Road Improvements upon such property (each a “**Temporary Construction License**”). For those portions of the City Property Rights labeled as City Right of Way Acquisition on **Exhibit C**, attached and incorporated herein, the City shall, prior to commencement of construction of the Chambers Road improvements, grant Reunion such permits or licenses as necessary for the purpose of design and construction of the Chambers Road Improvements upon such property. Subject to the provisions of this Agreement and the cost allocations set forth in **Exhibit B-1** and **Exhibit B-2**, Reunion shall be solely responsible for locating all overhead, above ground, and underground utilities, including without limitation, electrical, sewer, water, communication, and other utilities. The City is not under a duty to inspect for the precautions to avoid damage to, or injury from, such utilities. Reunion agrees to be solely responsible for any such damage to or injury from, any such utilities on the licensed property which result from the activities conducted by or for Reunion.

b. The term of any Temporary Construction License shall commence as of the date of this Agreement and terminate upon the earlier of (a) the date upon which Reunion provides written notice of termination of the license to the City; (b) the date upon which the Parties mutually



agree in writing to terminate the license; (c) the date upon which the City provides written notice of termination of the license for cause to Reunion; or (d) the date upon which construction of the Chambers Road Improvements has been completed, as evidenced by a written notice of final acceptance to the contractor and the dedication of improvements to the City as applicable.

**7. Binding Effect; Assignment.** This Agreement shall be binding on the parties hereto and their respective successors and assigns, without regard to the method or manner of succession or assignment. Neither Party shall assign its obligations or rights under this Agreement without the other Party's prior written consent, and any attempted assignment in violation hereof shall be null and void. Any successor or assign of the whole, or of any part, of this Agreement will be jointly and severally liable for performance of such portion succeeded to or assigned.

**8. Representations and Warranties of Reunion.** Reunion represents and warrants to the City that:

a. Reunion is a special district duly organized and validly existing under the laws of the State of Colorado, is authorized to conduct business as it is presently being conducted, is not in violation of its governing documents or the laws of the State of Colorado, has the power and legal right to enter into this Agreement, and has duly authorized the execution, delivery, and performance of this Agreement;

b. The consummation of the transactions contemplated by this Agreement will not violate any provisions of its governing documents or constitute a default or result in the breach of any term of provision of any contract or agreement to which Reunion is a party or by which it is bound; and

c. There is no litigation, proceeding, or investigation contesting the authority of Reunion or its officers with respect to this Agreement, and Reunion is unaware of any such litigation, proceeding, or investigation being threatened.

**9. Representations and Warranties of the City.** The City represents and warrants to Reunion that:

a. The City is a municipality duly organized and validly existing under the laws of the State of Colorado, is authorized to conduct business as it is presently being conducted, is not in violation of its governing documents or the laws of the State of Colorado, has the power and legal right to enter into this Agreement, and has duly authorized the execution, delivery, and performance of this Agreement;

b. The consummation of the transactions contemplated by this Agreement will not violate any provisions of its governing documents or constitute a default or result in the breach of any term of provision of any contract or agreement to which the City is a party or by which it is bound; and

c. There is no litigation, proceeding, or investigation contesting the authority of the City or its officers with respect to this Agreement, and the City is unaware of any such litigation, proceeding, or investigation being threatened.



**10. Term.** This Agreement will be effective from the Effective Date until the date the Reimbursement Amount and any Interest has been paid. The termination of this Agreement shall not affect any warranty, indemnity, insurance, or bond obligations of Reunion or any Reunion Contractor or any related right accruing to the City's benefit.

**11. Notice.** Any notice given pursuant to this Agreement will be sent by certified mail, return receipt requested, overnight delivery service, or hand delivery to the address given above or to any other address given in writing by an addressee to the other party. Notice to the City shall be given to the City Manager and copied to the City Attorney. Such notice, if given by mail, shall be deemed received three (3) days after mailing in accordance with this Section. Reports on the progress of the Work and notifications of significant changes in the Work may be sent by e-mail to addresses designated by the City.

**12. General Provisions.**

a. Incorporation by Reference. The recitals to this Agreement and all exhibits to this Agreement are incorporated by reference.

b. No Third-Party Beneficiaries. The parties expressly intend that any person other than the City and Reunion will be deemed to be only an incidental beneficiary under this Agreement.

c. No Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor shall any such waiver be a continuing waiver. A party's failure to insist upon strict performance of any of the terms, covenants, conditions or agreements contained in this Agreement shall not be deemed a waiver of any rights or remedies that said party may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained in this Agreement by the same party. Except as expressly provided in this Agreement, no waiver shall be binding on any party unless executed in writing by the party making such waiver.

d. Governmental Immunity. No term or condition of this Agreement will be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

e. Non-liability of Officials and Employees. No elected or appointed official, employee, agent, consultant or contractor of the City or Reunion shall be personally liable to the other Party or any successors or assign for any breach of this Agreement.

f. Non-Appropriation. Notwithstanding any other term or condition of this Agreement, all obligations of the City or Reunion under this Agreement, including all or any part of any payment or reimbursement obligations, whether direct or contingent, will only extend to payment of monies duly and lawfully appropriated and encumbered for the purpose of this Agreement through the City's or Reunion's legally required budgeting, authorization, and appropriation process, as applicable. Further, the City and Reunion, by this Agreement, do not create a multiple fiscal year obligation or debt either within or without this Agreement. The City and Reunion, by this Agreement, do not bind future legislatures to make such appropriations.



g. Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement will be governed by the laws of the State of Colorado. Venue for any litigation arising out of or relating to this Agreement will be in the 17th Judicial District in Adams County, Colorado. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees. For purposes of this Agreement, "prevailing party" shall mean the party in whose favor a judgment, decree, or final order is rendered, either by an arbitrator or the court, after appeal, if any. In the event both Parties prevail on one or more claims, the prevailing party shall mean the net winner of a dispute, taking into account the claims pursued, the claims on which the pursuing party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party.

h. No Partnership or Agency – Independent Contractor Relationship. Notwithstanding any language in this Agreement or any representation or warranty to the contrary herein, the relationship between Reunion and the City will be as independent contractors, and neither the City nor Reunion will be deemed or constitute an employee, servant, agent, partner or joint venture of the other.

i. Counterparts. 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.

j. Severability. If any portion of this Agreement 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 Agreement, 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 Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

k. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or Reunion on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Section headings used in this Agreement are for convenience of reference only.

l. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the parties and to bind the parties to its terms.

m. Acknowledgement of Open Records Act – Public Document. The Parties hereby acknowledges that the City and Reunion are public entities subject to the Colorado Open



Records Act, C.R.S. § 24-72-201, et seq., and as such, this Agreement may be subject to public disclosure thereunder.

*(Signature page follows)*



IN WITNESS WHEREOF, the City and Reunion execute this Agreement as of the Effective Date.

**CITY OF COMMERCE CITY**

\_\_\_\_\_  
Roger Tinklenberg, City Manager

ATTEST:

\_\_\_\_\_  
Dylan Gibson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Matt Hader, Interim City Attorney

**REUNION METROPOLITAN DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Title:\_\_\_\_\_



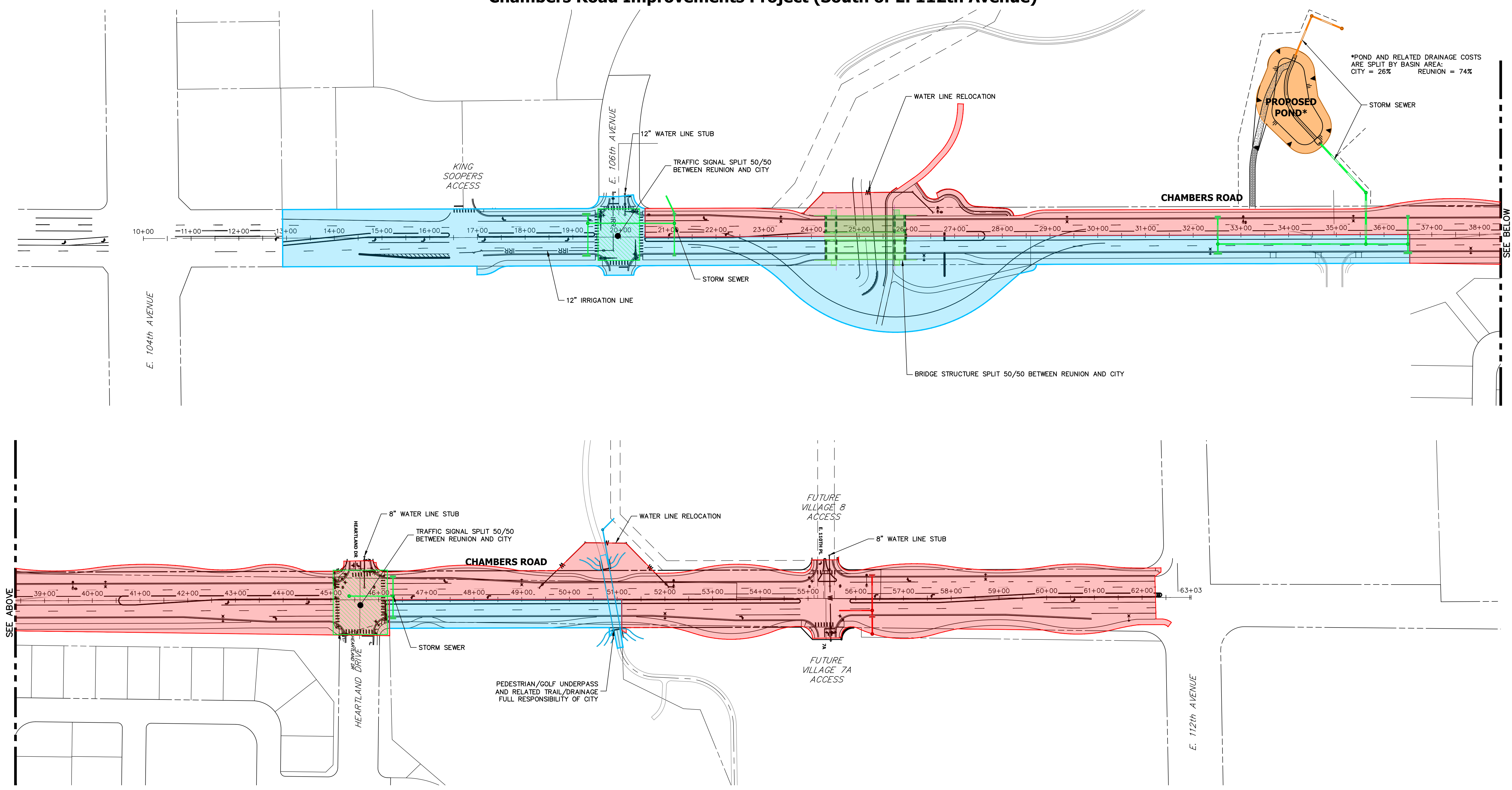
## **Exhibit A-1**

### **Shared Road Improvements**



# Exhibit A1 Cost Allocation Map

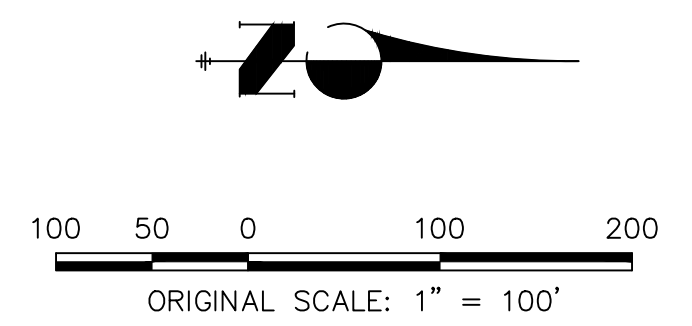
## Chambers Road Improvements Project (South of E. 112th Avenue)



\*POND AND RELATED DRAINAGE COSTS  
ARE SPLIT BY BASIN AREA:  
CITY = 26% REUNION = 74%

### LEGEND

- COMMERCE CITY COST\*
  - REUNION METROPOLITAN DISTRICT COST\*
  - 50/50 SPLIT COST
  - POND COST DISTRIBUTED BY BASIN %  
RMD = 74% CITY = 26%
- \*SEE EXHIBITS B1 & B2 FOR COST BREAKDOWN



COST ALLOCATION MAP  
CHAMBERS ROAD IMPROVEMENTS  
JOB NO. 14421.53  
4/28/2022  
SHEET 1 OF 1



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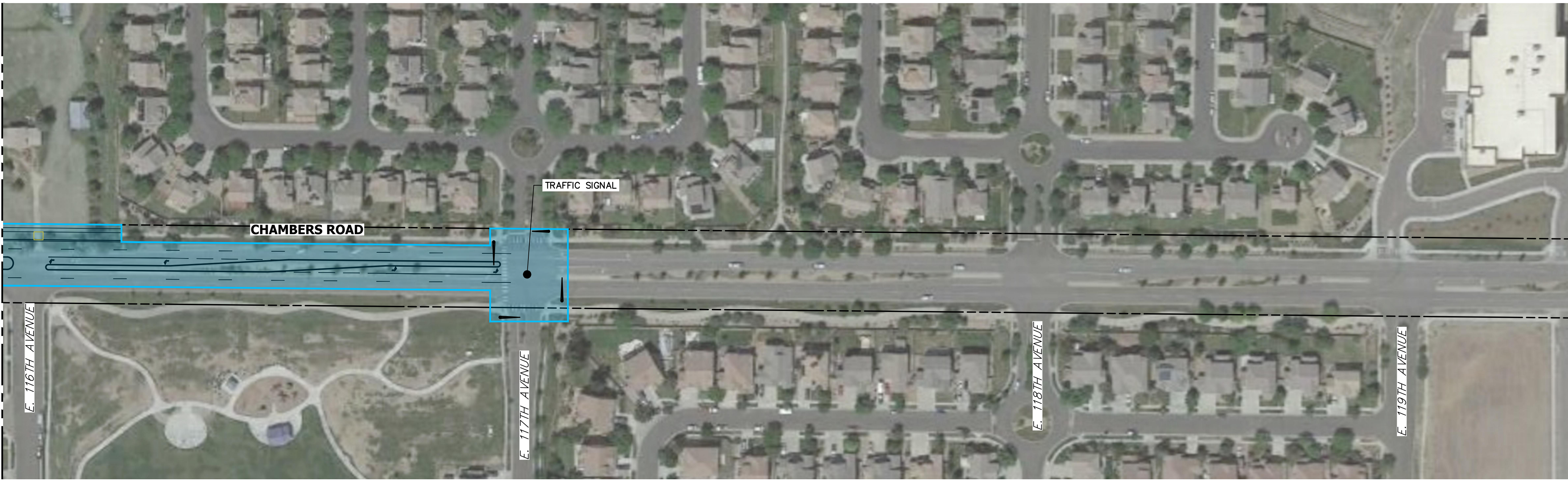
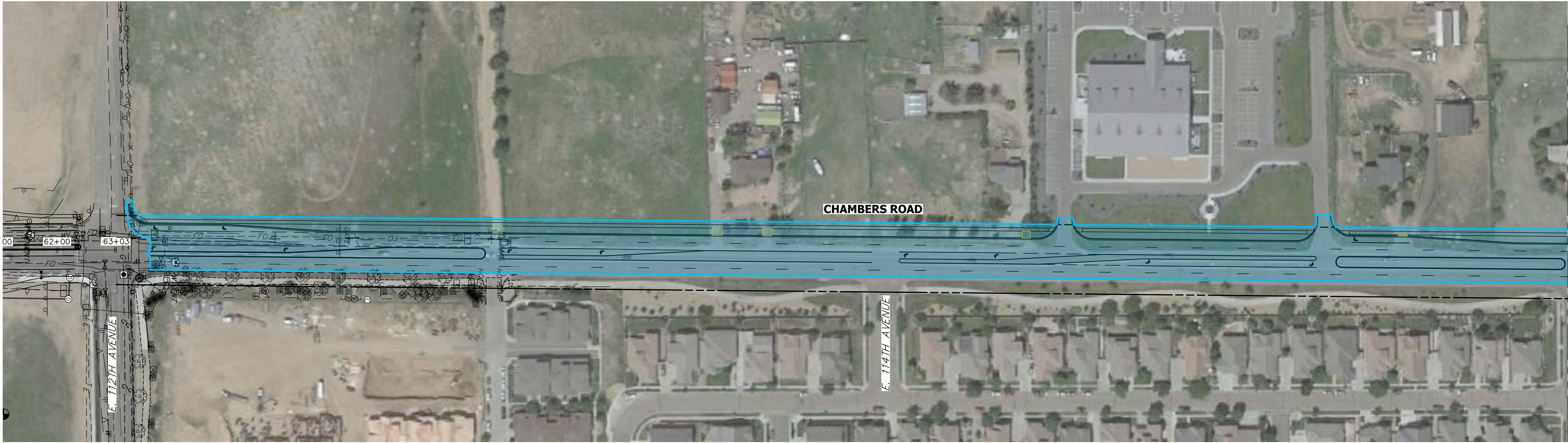
**Exhibit A-2**  
**City Road Improvements**



# Exhibit A2

## Cost Allocation Map

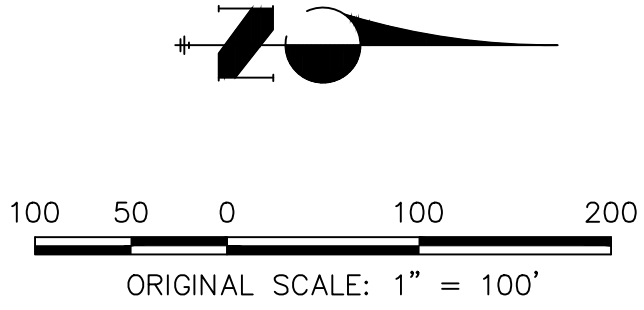
Chambers Road Improvements Project (North of E. 112th Avenue)



**LEGEND**

COMMERCE CITY COST\* 

\*SEE EXHIBIT B3 FOR COST BREAKDOWN



COST ALLOCATION MAP  
CHAMBERS ROAD IMPROVEMENTS  
JOB NO. 14421.53  
4/21/2022  
SHEET 1 OF 1



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**Exhibit B-1****City Allocated Costs  
Shared Road Improvements**



**CHAMBERS ROAD (SOUTH OF 112TH) CITY COST BREAKDOWN SUMMARY**

APRIL 2022

**BID SCHEDULE A: SHARED COSTS (50-50)**

City Portion of Shared Costs (50%)	\$ 4,802,949.30
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**BID SCHEDULE C: CITY ONLY COSTS**

City Costs (100%)	\$ 2,292,282.25
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**BID SCHEDULE D: DRAINAGE COSTS**

City Costs (26% of Basin Contribution)	\$ 77,864.54
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CITY TOTAL BID COSTS:	\$ 7,173,096.09
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**NON-BID COSTS (CITY ONLY)**

Fiber Line Relocation	LF	\$ 25.00	\$ -
Telephone Line Relocation	LF	\$ 15.00	\$ -
Reunion Style Street Lighting	4 EA	\$ 16,000.00	\$ 64,000.00

CITY TOTAL NON-BID COSTS:	\$ 64,000.00
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**CONSTRUCTION HARD COSTS (CITY ONLY)**

	CITY TOTAL BID + NON-BID COSTS:	\$ 7,237,096.09
	CITY TOTAL BID + NON-BID COSTS (WITH 20% CONTINGENCY):	\$ 8,684,515.31
Material Testing (1.75% of Hard Costs)	1.75%	\$ 151,979.02
Construction Surveying/Staking (2.5% of Hard Costs)	2.5%	\$ 217,112.88

CITY TOTAL HARD COSTS:	\$ 9,053,607.21
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**SOFT COSTS (CITY ONLY)**

ENGINEERING & SURVEYING	6.0%	\$ 543,216.43
CONSTRUCTION MANAGEMENT	4.5%	\$ 407,412.32

CITY TOTAL SOFT COSTS:	\$ 950,628.76
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**CITY TOTAL COSTS**

\$ 10,004,235.97
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**OTHER DIRECT CITY COSTS (ESTIMATED COSTS)**

ROW Acquisition	5,148 SF	\$ 10.00	\$ 51,480.00
OHU Line Undergrounding	1,405 LF	\$ 155.00	\$ 217,775.00
Irrigation Taps (1")	2 EA	\$ 50,000.00	\$ 100,000.00



**BID SCHEDULE A - 50/50 SHARED COSTS***April 2022*

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
A1	Unclassified Excavation (Stockpile & Redistribute)	9087	CY	\$ 20.00	\$ 181,740.00
A2	Embankment Material (Complete in Place)	51,488	CY	\$ 20.00	\$ 1,029,760.00
A3	GESC Total Costs	125,000	CY	\$ 1.50	\$ 187,500.00
A4	Potholing	120	HR	\$ 300.00	\$ 36,000.00
A5	Traffic Control	1	LS	\$ 1,000,000.00	\$ 1,000,000.00
A6	Mobilization	1	LS	\$ 1,000,000.00	\$ 1,000,000.00
A7	Bridge	1	LS	\$ 4,235,343.60	\$ 4,235,343.60
A8	Retaining Walls for Bridge Structure	2,000	SF	\$ 150.00	\$ 300,000.00
A9	Traffic Signal (4-Way)	2	LS	\$ 600,000.00	\$ 1,200,000.00
A10	Existing Bridge Demolition	1	LS	\$ 50,000.00	\$ 50,000.00
<b>Drainage</b>					
A11	Connect to Existing Storm Sewer	2	EA	\$ 2,200.00	\$ 4,400.00
A12	18-Inch RCP	605	LF	\$ 111.00	\$ 67,155.00
A13	24-Inch RCP	399	LF	\$ 140.00	\$ 55,860.00
A14	14" x 23" HERCP	115	LF	\$ 120.00	\$ 13,800.00
A15	24" x 38" HERCP	247	LF	\$ 220.00	\$ 54,340.00
A16	Manhole 5' (5-10 Foot)	8	EA	\$ 7,800.00	\$ 62,400.00
A17	Inlet, Type R L 5 (5-10 Foot)	3	EA	\$ 9,500.00	\$ 28,500.00
A18	Inlet, Type R L 10 (5-10 Foot)	3	EA	\$ 11,700.00	\$ 35,100.00
A19	Inlet, Type R L 15 (5-10 Foot)	4	EA	\$ 16,000.00	\$ 64,000.00

<b>BID SCHEDULE A - SHARED COSTS - TOTAL</b>	<b>\$ 9,605,898.60</b>
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**BID SCHEDULE C - CITY ONLY COSTS**

April 2022

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Demo</b>					
C1	Removal of Asphalt (Full Depth)	4,379	SY	\$ 20.00	\$ 87,580.00
C2	Removal of Asphalt (Planing)	6,375	SY	\$ 10.00	\$ 63,750.00
C3	Removal of Concrete Median	379	SY	\$ 20.00	\$ 7,580.00
C4	Removal of Gravel	501	SY	\$ 8.50	\$ 4,258.50
C5	Removal of Curb and Gutter	317	LF	\$ 12.50	\$ 3,962.50
C6	Removal of Fence	1,119	LF	\$ 5.75	\$ 6,434.25
C7	Removal of Guard Rail	177	EA	\$ 3.50	\$ 619.50
C8	Removal of Inlet	2	EA	\$ 1,700.00	\$ 3,400.00
C9	Removal of RCP	301	LF	\$ 35.75	\$ 10,760.75
C10	Removal of FES	9	EA	\$ 572.00	\$ 5,148.00
C11	Removal of Sidewalk	156	SY	\$ 18.50	\$ 2,886.00
C12	Removal of Sign	8	EA	\$ 136.50	\$ 1,092.00
C13	Removal of Tree	10	EA	\$ 508.00	\$ 5,080.00
C14	Reset/Relocate Sign	1	EA	\$ 60.00	\$ 60.00
C15	Relocate Mailbox	3	EA	\$ 500.00	\$ 1,500.00
C16	Adjust Manhole	2	EA	\$ 649.00	\$ 1,298.00
C17	Adjust Valve Box	3	EA	\$ 218.50	\$ 655.50
C18	Adjust Utility Box to Grade	6	EA	\$ 200.00	\$ 1,200.00
<b>Roadway</b>					
C19	Reconditioning (12" Depth)	10,727	SY	\$ 6.25	\$ 67,043.75
C20	Hot Mix Asphalt (Grading S) (75) (PG 58-28)	1,709	TN	\$ 120.00	\$ 205,080.00
C21	Hot Mix Asphalt (Grading SG) (75) (PG 58-28)	4,785	TN	\$ 120.00	\$ 574,200.00
C22	Fence Wooden Split Rail	851	LF	\$ 27.50	\$ 23,402.50
C23	Concrete Sidewalk (4" Depth)	4,062	SY	\$ 75.00	\$ 304,650.00
C24	Concrete Driveway (6" Depth)(w/ Fibermesh)	47	SY	\$ 125.00	\$ 5,875.00
C25	Concrete Curb Ramp	113	SY	\$ 215.00	\$ 24,295.00
C26	Curb & Gutter, Type 2-IB	2,812	LF	\$ 30.00	\$ 84,360.00
C27	Curb & Gutter, Type 2-IIB	2,684	LF	\$ 30.00	\$ 80,520.00
C28	Mountable Curb & Gutter	36	LF	\$ 22.50	\$ 810.00
C29	Curb & Gutter Transition	30	LF	\$ 55.00	\$ 1,650.00
C30	Landscaping	31,148	SF	\$ 5.00	\$ 155,740.00
C31	Sign Panel (Class I)	90	SF	\$ 31.50	\$ 2,835.00
C32	Steel Sign Post	11	EA	\$ 208.00	\$ 2,288.00
C33	Epoxy Pavement Marking	15.42	GAL	\$ 450.00	\$ 6,939.00
C34	Preformed Plastic Pavement Marking (Inlaid)	948	SF	\$ 38.75	\$ 36,735.00
C35	Pedestrian Underpass	129	LF	\$ 2,000.00	\$ 258,000.00
C36	Class D Concrete for Underpass Headwalls and Wingwalls	50	CY	\$ 1,500.00	\$ 75,000.00
C37	Landscaping Wall for Underpass	425	SF	\$ 100.00	\$ 42,500.00
<b>Drainage</b>					
C38	Connect to Existing Storm Sewer	1	EA	\$ 2,200.00	\$ 2,200.00
C39	18-Inch RCP	110	LF	\$ 111.00	\$ 12,210.00
C40	Manhole 5' (5-10 Foot)	1	EA	\$ 7,800.00	\$ 7,800.00
C41	Inlet, Type C (5 Foot)	1	EA	\$ 4,000.00	\$ 4,000.00
<b>SACWSD</b>					
C42	6" DIP Water Line	30	LF	\$ 96.50	\$ 2,895.00
C43	12" PVC Irr Line	424	LF	\$ 86.00	\$ 36,464.00
C44	12" PVC Water Line	45	LF	\$ 86.00	\$ 3,870.00
C45	6" Gate Valve	2	EA	\$ 1,530.00	\$ 3,060.00
C46	12" Gate Valve	3	EA	\$ 3,795.00	\$ 11,385.00



April 2022

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
C47	12" Water Plug	1	EA	\$ 1,490.00	\$ 1,490.00
C48	12" Irr Blow-Off	1	EA	\$ 2,500.00	\$ 2,500.00
C49	Fire Hydrant Assembly	2	EA	\$ 8,950.00	\$ 17,900.00
C50	Water Line Lowering	1	EA	\$ 12,000.00	\$ 12,000.00
C51	Irr Line Lowering	1	EA	\$ 12,000.00	\$ 12,000.00
C52	Connect to Existing Irr Line	1	EA	\$ 3,320.00	\$ 3,320.00
<b>BID SCHEDULE C - CITY ONLY COSTS - TOTAL \$ 2,292,282.25</b>					



**BID SCHEDULE D - DRAINAGE COSTS (SPLIT 26% CITY, 74% REUNION)***April 2022*

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Drainage</b>					
D1	Connect to Existing Storm Sewer	1	EA	\$ 2,200.00	\$ 2,200.00
D2	30-Inch RCP	160	LF	\$ 212.00	\$ 33,920.00
D3	Manhole 5' (5-10 Foot)	2	EA	\$ 7,800.00	\$ 15,600.00
D4	Inlet, Type C (5 Foot)	1	EA	\$ 4,000.00	\$ 4,000.00
D5	Concrete Outlet Structure	1	EA	\$ 35,000.00	\$ 35,000.00
D6	4' Concrete Trickle Channel	188	LF	\$ 100.00	\$ 18,800.00
D7	Concrete Forebay	1	EA	\$ 25,000.00	\$ 25,000.00
D8	Emergency Spillway	1	EA	\$ 40,000.00	\$ 40,000.00
D9	10' Maintenance Trail	225	CY	\$ 75.00	\$ 16,875.00
D10	Topsoil (Strip, Stockpile, and Redistribute) [4 Inch] [Pond]	7352	CY	\$ 4.50	\$ 33,084.00
D11	Unclassified Excavation (Complete in Place) [Pond]	5000	CY	\$ 15.00	\$ 75,000.00

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**BID SCHEDULE D - DRAINAGE COSTS - TOTAL \$ 299,479.00**


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**Exhibit B-2****Reunion Allocated Costs  
Shared Road Improvements**



**CHAMBERS ROAD (SOUTH OF 112TH) REUNION COST BREAKDOWN SUMMARY**

APRIL 2022

**BID SCHEDULE A: SHARED COSTS (50-50)**

Reunion Portion of Shared Costs (50%)	\$ 4,802,949.30
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**BID SCHEDULE B: REUNION ONLY COSTS**

Reunion Costs (100%)	\$ 4,093,371.25
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**BID SCHEDULE D: DRAINAGE COSTS**

Reunion Costs (74% of Basin Contribution)	\$ 221,614.46
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REUNION TOTAL BID COSTS:	\$ 9,117,935.01
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**NON-BID COSTS (REUNION ONLY)**

Fiber Line Relocation	LF	\$ 25.00	\$ -
Telephone Line Relocation	LF	\$ 15.00	\$ -
Reunion Style Street Lighting	14 EA	\$ 16,000.00	\$ 224,000.00

REUNION TOTAL NON-BID COSTS:	\$ 224,000.00
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**CONSTRUCTION HARD COSTS (REUNION ONLY)**

REUNION TOTAL BID + NON-BID COSTS:	\$ 9,341,935.01
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REUNION TOTAL BID + NON-BID COSTS (WITH 20% CONTINGENCY):	\$ 11,210,322.01
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Material Testing (1.75% of Hard Costs)	1.75%	\$ 196,180.64
Construction Surveying/Staking (2.5% of Hard Costs)	2.5%	\$ 280,258.05

REUNION TOTAL HARD COSTS:	\$ 11,686,760.70
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**SOFT COSTS (REUNION ONLY)**

ENGINEERING & SURVEYING	6.0%	\$ 701,205.64
CONSTRUCTION MANAGEMENT	4.5%	\$ 525,904.23

REUNION TOTAL SOFT COSTS:	\$ 1,227,109.87
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**REUNION TOTAL COSTS**

\$ 12,913,870.57
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**OTHER DIRECT REUNION COSTS (ESTIMATED COSTS)**

Irrigation Tap Fees for Reunion Landscaping to SACWSD (1")	2 EA	\$ 50,000.00	\$ 100,000.00
Irrigation ERU Costs on Reunion Frontage	16 ERUs	\$ 6,850.00	\$ 109,600.00



**BID SCHEDULE A - 50/50 SHARED COSTS***April 2022*

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
A1	Unclassified Excavation (Stockpile & Redistribute)	9087	CY	\$ 20.00	\$ 181,740.00
A2	Embankment Material (Complete in Place)	51,488	CY	\$ 20.00	\$ 1,029,760.00
A3	GESC Total Costs	125,000	CY	\$ 1.50	\$ 187,500.00
A4	Potholing	120	HR	\$ 300.00	\$ 36,000.00
A5	Traffic Control	1	LS	\$ 1,000,000.00	\$ 1,000,000.00
A6	Mobilization	1	LS	\$ 1,000,000.00	\$ 1,000,000.00
A7	Bridge	1	LS	\$ 4,235,343.60	\$ 4,235,343.60
A8	Retaining Walls for Bridge Structure	2,000	SF	\$ 150.00	\$ 300,000.00
A9	Traffic Signal (4-Way)	2	LS	\$ 600,000.00	\$ 1,200,000.00
A10	Existing Bridge Demolition	1	LS	\$ 50,000.00	\$ 50,000.00
<b>Drainage</b>					
A11	Connect to Existing Storm Sewer	2	EA	\$ 2,200.00	\$ 4,400.00
A12	18-Inch RCP	605	LF	\$ 111.00	\$ 67,155.00
A13	24-Inch RCP	399	LF	\$ 140.00	\$ 55,860.00
A14	14" x 23" HERCP	115	LF	\$ 120.00	\$ 13,800.00
A15	24" x 38" HERCP	247	LF	\$ 220.00	\$ 54,340.00
A16	Manhole 5' (5-10 Foot)	8	EA	\$ 7,800.00	\$ 62,400.00
A17	Inlet, Type R L 5 (5-10 Foot)	3	EA	\$ 9,500.00	\$ 28,500.00
A18	Inlet, Type R L 10 (5-10 Foot)	3	EA	\$ 11,700.00	\$ 35,100.00
A19	Inlet, Type R L 15 (5-10 Foot)	4	EA	\$ 16,000.00	\$ 64,000.00

<b>BID SCHEDULE A - SHARED COSTS - TOTAL</b>	<b>\$ 9,605,898.60</b>
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**BID SCHEDULE B - REUNION ONLY COSTS**

April 2022

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Demo</b>					
B1	Removal of Asphalt (Full Depth)	13,725	SY	\$ 20.00	\$ 274,500.00
B2	Removal of Asphalt (Planing)	2,545	SY	\$ 10.00	\$ 25,450.00
B3	Removal of Gravel	795	SY	\$ 8.50	\$ 6,757.50
B4	Removal of Fence	76	LF	\$ 5.75	\$ 437.00
B5	Removal of Guard Rail	511	EA	\$ 3.50	\$ 1,788.50
B6	Removal of Pavement Striping	1,566	LF	\$ 9.00	\$ 14,094.00
B7	Removal of RCP	390	LF	\$ 35.75	\$ 13,942.50
B8	Removal of FES	7	EA	\$ 572.00	\$ 4,004.00
B9	Removal of Sidewalk	471	SY	\$ 18.50	\$ 8,713.50
B10	Removal of Sign	17	EA	\$ 136.50	\$ 2,320.50
B11	Reset/Relocate Sign	6	EA	\$ 60.00	\$ 360.00
B12	Relocate Gas Marker	5	EA	\$ 50.00	\$ 250.00
B13	Adjust Manhole	10	EA	\$ 649.00	\$ 6,490.00
B14	Adjust Valve Box	7	EA	\$ 218.50	\$ 1,529.50
B15	Adjust Vent	1	EA	\$ 1,000.00	\$ 1,000.00
B16	Adjust Utility Box to Grade	7	EA	\$ 200.00	\$ 1,400.00
<b>Roadway</b>					
B17	Reconditioning (12" Depth)	25,202	SY	\$ 6.25	\$ 157,512.50
B18	ABC (Class 6)	61	TN	\$ 75.00	\$ 4,575.00
B19	Hot Mix Asphalt (Grading S) (75) (PG 58-28)	4,021	TN	\$ 120.00	\$ 482,520.00
B20	Hot Mix Asphalt (Grading SG) (75) (PG 58-28)	11,259	TN	\$ 120.00	\$ 1,351,080.00
B21	Concrete Sidewalk (4" Depth)	5,613	SY	\$ 75.00	\$ 420,975.00
B22	Concrete Curb Ramp	216	SY	\$ 215.00	\$ 46,440.00
B23	Curb & Gutter, Type 2-IB	3,327	LF	\$ 30.00	\$ 99,810.00
B24	Curb & Gutter, Type 2-IIB	6,126	LF	\$ 30.00	\$ 183,780.00
B25	Landscaping	75,442	SF	\$ 5.00	\$ 377,210.00
B26	Sign Panel (Class I)	154	SF	\$ 31.50	\$ 4,851.00
B27	Steel Sign Post	17	EA	\$ 208.00	\$ 3,536.00
B28	Epoxy Pavement Marking	29	GAL	\$ 450.00	\$ 13,050.00
B29	Preformed Plastic Pavement Marking (Inlaid)	1,387	SF	\$ 38.75	\$ 53,746.25
B30	Retaining Wall	744	SF	\$ 150.00	\$ 111,600.00
<b>Drainage</b>					
B31	Connect to Existing Storm Sewer	1	EA	\$ 2,200.00	\$ 2,200.00
B32	18-Inch RCP	69	LF	\$ 111.00	\$ 7,659.00
B33	24-Inch RCP	48	LF	\$ 140.00	\$ 6,720.00
B34	14" x 23" HERCP	72	LF	\$ 120.00	\$ 8,640.00
B35	Manhole 5' (5-10 Foot)	2	EA	\$ 7,800.00	\$ 15,600.00
B36	Inlet, Type R L 10 (5-10 Foot)	2	EA	\$ 11,700.00	\$ 23,400.00
<b>SACWSD</b>					
B37	Removal of Water Line	225	LF	\$ 21.50	\$ 4,837.50
B38	4" PVC Irr Line	180	LF	\$ 46.50	\$ 8,370.00
B39	6" DIP Water Line	112	LF	\$ 96.50	\$ 10,808.00
B40	8" PVC Water Line	245	LF	\$ 76.00	\$ 18,620.00
B41	20" PVC Water Line	307	LF	\$ 200.00	\$ 61,400.00
B42	4" Gate Valve	2	EA	\$ 1,272.00	\$ 2,544.00
B43	6" Gate Valve	8	EA	\$ 1,530.00	\$ 12,240.00
B44	8" Gate Valve	3	EA	\$ 2,120.00	\$ 6,360.00
B45	20" Butterfly Valve	5	EA	\$ 6,500.00	\$ 32,500.00



April 2022

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
B46	4" Irr Plug w/ Blow-Off	2	EA	\$ 1,000.00	\$ 2,000.00
B47	8" Water Plug	3	EA	\$ 1,200.00	\$ 3,600.00
B48	Fire Hydrant Assembly	9	EA	\$ 8,950.00	\$ 80,550.00
B49	Water Line Lowering	6	EA	\$ 12,000.00	\$ 72,000.00
B50	Irr Line Lowering	2	EA	\$ 12,000.00	\$ 24,000.00
B51	Connect to Existing Water Line	6	EA	\$ 2,600.00	\$ 15,600.00
<b>BID SCHEDULE B - REUNION ONLY COSTS - TOTAL</b>					<b>\$ 4,093,371.25</b>



**BID SCHEDULE D - DRAINAGE COSTS (SPLIT 26% CITY, 74% REUNION)***April 2022*

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Drainage</b>					
D1	Connect to Existing Storm Sewer	1	EA	\$ 2,200.00	\$ 2,200.00
D2	30-Inch RCP	160	LF	\$ 212.00	\$ 33,920.00
D3	Manhole 5' (5-10 Foot)	2	EA	\$ 7,800.00	\$ 15,600.00
D4	Inlet, Type C (5 Foot)	1	EA	\$ 4,000.00	\$ 4,000.00
D5	Concrete Outlet Structure	1	EA	\$ 35,000.00	\$ 35,000.00
D6	4' Concrete Trickle Channel	188	LF	\$ 100.00	\$ 18,800.00
D7	Concrete Forebay	1	EA	\$ 25,000.00	\$ 25,000.00
D8	Emergency Spillway	1	EA	\$ 40,000.00	\$ 40,000.00
D9	10' Maintenance Trail	225	CY	\$ 75.00	\$ 16,875.00
D10	Topsoil (Strip, Stockpile, and Redistribute) [4 Inch] [Pond]	7352	CY	\$ 4.50	\$ 33,084.00
D11	Unclassified Excavation (Complete in Place) [Pond]	5000	CY	\$ 15.00	\$ 75,000.00

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**BID SCHEDULE D - DRAINAGE COSTS - TOTAL \$ 299,479.00**


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**Exhibit B-3**

**City Costs**  
**(City Road Improvements)**



**CHAMBERS ROAD (NORTH OF 112TH) CITY COST BREAKDOWN SUMMARY**

APRIL 2022

**BID SCHEDULE E: CITY ONLY COSTS (NORTH OF 112TH)**

City Costs (100%) \$ 3,284,933.39

CITY TOTAL BID COSTS: \$ 3,284,933.39

**NON-BID COSTS (CITY ONLY)**

Utility Relocations Outside the ROW 1 LS \$ 25,000.00 \$ 25,000.00

CITY TOTAL NON-BID COSTS: \$ 25,000.00

**CONSTRUCTION HARD COSTS (CITY ONLY)**

CITY TOTAL BID + NON-BID COSTS: \$ 3,309,933.39

CITY TOTAL BID + NON-BID COSTS (WITH 25% CONTINGENCY): \$ 4,137,416.74

Material Testing (1.75% of Hard Costs) 1.75% \$ 72,404.79

Construction Surveying/Staking (2.5% of Hard Costs) 2.5% \$ 103,435.42

CITY TOTAL HARD COSTS: \$ 4,313,256.95

**SOFT COSTS (CITY ONLY)**

ENGINEERING & SURVEYING 12.0% \$ 517,590.83

RIGHT OF WAY ACQUISITIONS AND SUE INVESTIGATIONS \$ 188,221.00

CONSTRUCTION MANAGEMENT 4.5% \$ 194,096.56

CITY TOTAL SOFT COSTS: \$ 899,908.40

**CITY TOTAL COSTS**

**\$ 5,213,165.34**

**OTHER DIRECT CITY COSTS (ESTIMATED COSTS)**

ROW Acquisition 120,190 SF \$ 10.00 \$ 1,201,900.00

Irrigation Taps (1") 2 EA \$ 50,000.00 \$ 100,000.00



**BID SCHEDULE E - CITY ONLY COSTS (NORTH OF 112TH)***April 2022*

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
Major Items					
E1	Asphalt Removal (Full Depth)	1,800	SY	\$ 20.00	\$ 36,000.00
E2	Asphalt Removal (Planing)	2,075	SY	\$ 10.00	\$ 20,750.00
E3	Earthwork	10,000	CY	\$ 20.00	\$ 200,000.00
E4	Reconditioning (12")	5,805	SY	\$ 6.25	\$ 36,279.17
E5	Hot Mix Asphalt	5,547	Ton	\$ 120.00	\$ 665,591.25
E6	Curb and Gutter	5,300	LF	\$ 30.00	\$ 159,000.00
E7	Concrete Sidewalk	1,700	SY	\$ 75.00	\$ 127,500.00
E8	Traffic Signal	1	Each	\$ 600,000.00	\$ 600,000.00
E9	Landscaping	42,000	SF	\$ 5.00	\$ 210,000.00
E10	Curb Ramps	50	SY	\$ 215.00	\$ 10,750.00
E11	Concrete Driveway (6")	108	SY	\$ 125.00	\$ 13,500.00
E12	Striping Paint (Epoxy)	26	GAL	\$ 450.00	\$ 11,612.50
E13	Inlaid Pavement Marking	242	SF	\$ 38.75	\$ 9,358.13
				Major Items Subtotal	\$ 2,100,341.04
Auxiliary Costs					
E14	Drainage / Utilities	% of Major Items Cost		12.5%	\$ 262,542.63
E15	Environmental / Erosion Control			5.0%	\$ 105,017.05
E16	Miscellaneous			1.5%	\$ 31,505.12
E17	Removals / Resets			4.0%	\$ 84,013.64
E18	Traffic / Lighting / ITS			3.0%	\$ 63,010.23
E19	Traffic Control / Detour			10.0%	\$ 210,034.10
				Auxiliary Subtotal	\$ 756,122.78
E20	Mobilization			10.0%	\$ 285,646.38
E21	Force Account			5.0%	\$ 142,823.19
BID SCHEDULE E - CITY ONLY COSTS - TOTAL					\$ 3,284,933.39

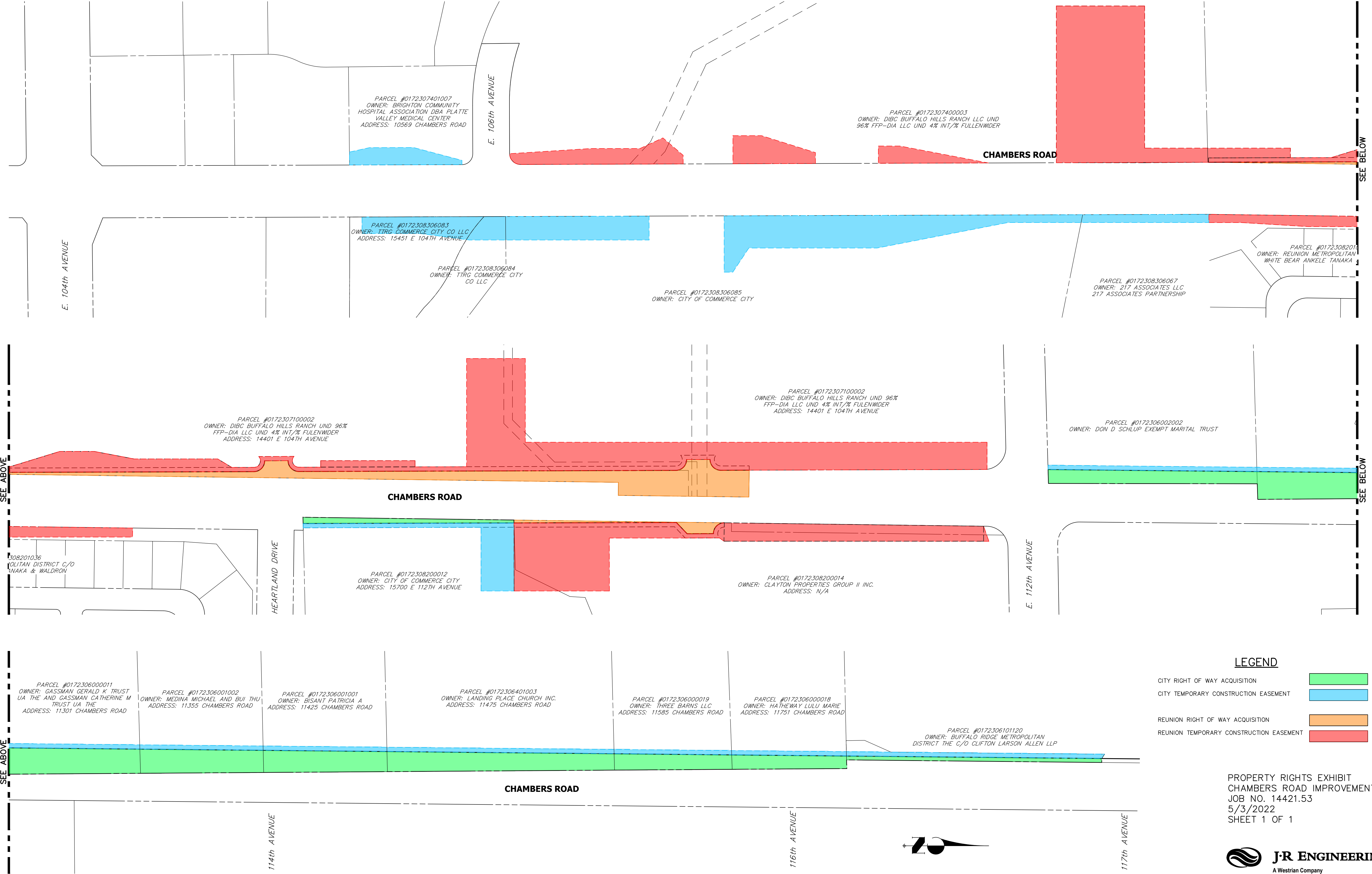


**Exhibit C**

**Property Rights**



# EXHIBIT C - PROPERTY RIGHTS MAP



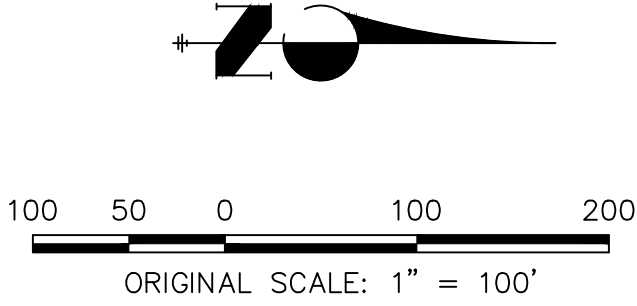
## LEGEND

- CITY RIGHT OF WAY ACQUISITION
- CITY TEMPORARY CONSTRUCTION EASEMENT
- REUNION RIGHT OF WAY ACQUISITION
- REUNION TEMPORARY CONSTRUCTION EASEMENT

PROPERTY RIGHTS EXHIBIT  
CHAMBERS ROAD IMPROVEMENTS  
JOB NO. 14421.53  
5/3/2022  
SHEET 1 OF 1



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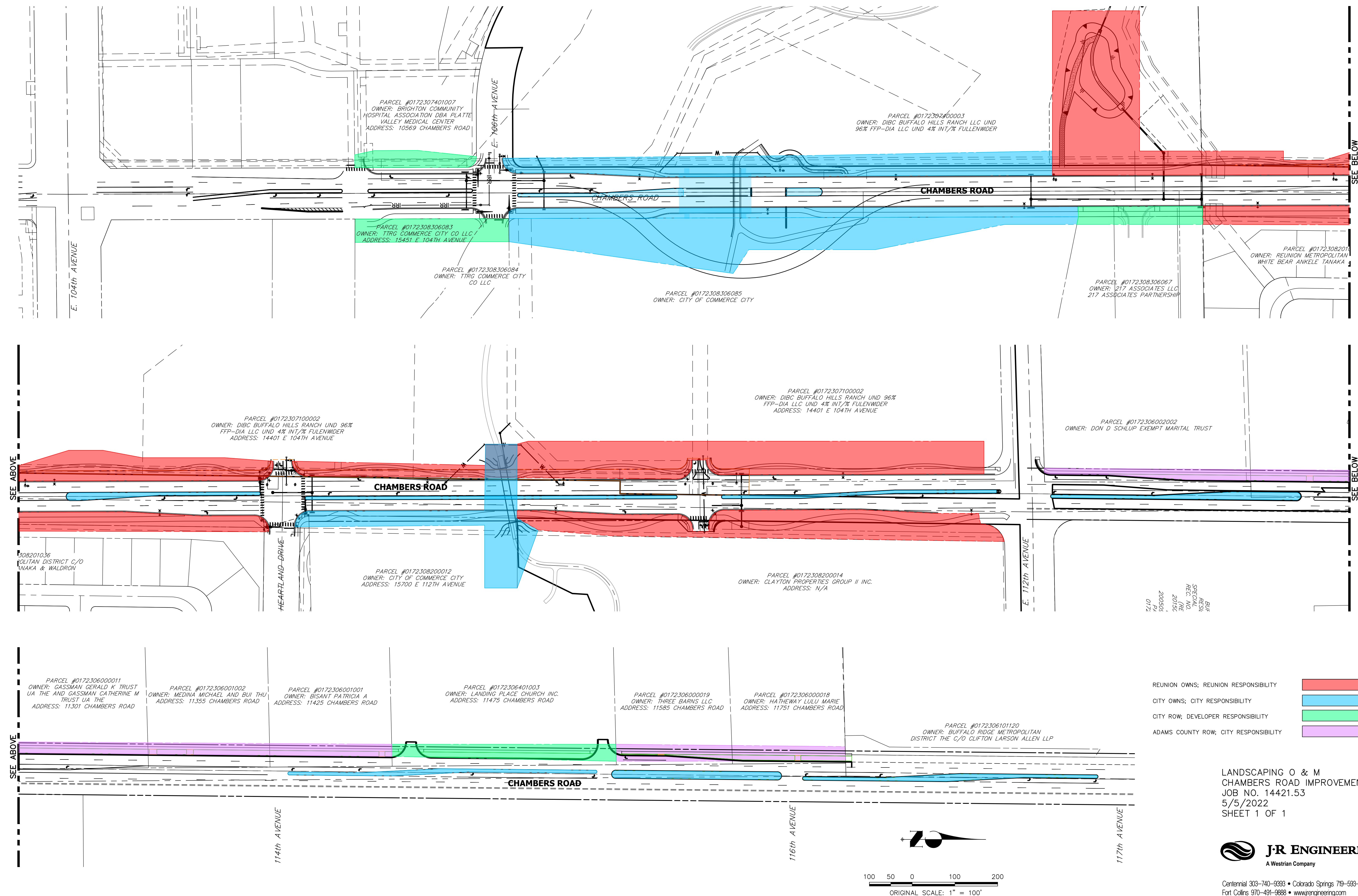


**Exhibit D**

**Landscape Maintenance Maps**



# EXHIBIT D - LANDSCAPING OWNERSHIP AND MAINTENANCE





# Final Engineering Design Services Change Order #1 for Chambers Road (From 112th to 117th Avenue)

Reunion Metropolitan District



Civil Engineering & Planning

Construction Services

Landscape Architecture

Surveying

Transportation

Water Resources



**J·R ENGINEERING**

Service | Expertise | Quality



April 25, 2022



Mr. Matt Urkoski  
Reunion Metropolitan District  
c/o CLA  
matt.urkoski@claconnect.com

RE: Change Order #1 to Independent Contractor Agreement (Design Services for Chambers Road from 106<sup>th</sup> Avenue to 112<sup>th</sup> Avenue) dated August 4, 2020 to include Chambers Road from 112<sup>th</sup> Avenue to 117<sup>th</sup> Avenue

Dear Mr. Urkoski:

JR Engineering, LLC (JR) appreciates the opportunity to submit this change order proposal to provide Final Engineering Design services associated with the construction of an additional segment of Chambers Road located in Commerce City, Colorado. The additional project limits are from 112<sup>th</sup> Avenue to just north of 117<sup>th</sup> Avenue, and includes a traffic signal design at the intersection of Chambers and 117<sup>th</sup> Avenue.

JR has assembled an outstanding team of experienced professionals, with all the expertise and resources required to successfully and efficiently complete the design efforts for this project. I will serve as your point-of-contact for this project offering my more than 25 years of project management and civil design experience on projects of equivalent size and scope.

A client-oriented approach, along with prudent project management, a strict work ethic, and quality assurance principles, will assure that you receive our industry-leading services. Our commitment is to provide accurate data, timely response to requests, and efficient project scheduling.

Enclosed is a work plan outlining our project approach/scope of services, and the costs to provide the scope of services.

If any additional information or clarification of our proposal is necessary, please do not hesitate to contact me at (303) 267-6220. We look forward to this opportunity to work with you again.

Respectfully submitted,

JR ENGINEERING, LLC

Aaron L. Clutter, PE  
President  
Ph: (303) 267-6220  
Email: [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com)



## JR Understanding

JR Engineering appreciates the opportunity to submit the following change order proposal for engineering services associated with Chambers Road located in Commerce City, Colorado. With the increases in traffic and development along Chambers Road, 104<sup>th</sup> Avenue, and 112<sup>th</sup> Avenue over the last few years, Commerce City has identified the need to improve Chambers Road to a minor arterial roadway section between 112<sup>th</sup> Avenue and 117<sup>th</sup> Avenue, which will complete this corridor and build the ultimate road section for Chambers.

Based on discussions between the City and the Metro District, it has been agreed that a joint project effort to construct the ultimate improvements would be in the best interest of the City and Metro District to minimize disruption to the traveling public, minimize costs, and address safety concerns due to multiple phases of construction that could occur if one of the stakeholders chose to construct portions or half of the ultimate roadway improvements separately. This design will be included in the construction documents for the portion already being prepared along Chambers between 104<sup>th</sup> and 112<sup>th</sup> Avenues.

At the southern end, this project will connect to the recently constructed Chambers and 112<sup>th</sup> intersection. At the northern end, this project will connect to the existing 4-lane road section just north of 117<sup>th</sup> Avenue. This proposal only includes Chambers Road between 112<sup>th</sup> Avenue and just north of 117<sup>th</sup> Avenue, which is summarized as follows:

- Chambers Road – Connect into the improvements constructed at the Chambers and 112<sup>th</sup> intersection and continue the roadway improvements along Chambers Road through the intersection of 117<sup>th</sup> Avenue. This includes both roadway and drainage improvements along the corridor.
- Traffic Signal at Chambers and 117<sup>th</sup> Avenue – Design a new traffic signal at Chambers Road and 117<sup>th</sup> Avenue that will account for all existing and future projected traffic volumes, include any needed intersection modifications to provide an adequate level of service.

The Chambers Road project limits are shown graphically in Figure 1 below.

Figure 1: Chambers Road Project Limits



The schedule for these improvements is expected to have design completed in early 2023 with construction also starting in 2023.





The scope of services, shown on the next several pages, is based upon *Commerce City* and *South Adams County Water and Sanitation District (SACWSD)* requirements for preparing roadway construction plans, our strong understanding of the roadway corridor, and previous work efforts performed for the *Reunion Metropolitan District*.

## JR Approach

### Task 1100: Project Management

JR Engineering's project approach follows our time-tested approach. It begins with strong communication between the *Reunion Metro District* and JR Engineering. The main point of contact for the *Metro District* is our Project Manager, Mr. Aaron Clutter, and our *Group and Project Leads* are available as needed. Communications throughout the project include progress meetings, review meetings, and stakeholder meetings. At these meetings, JR prepares an agenda, previous meeting minutes, and our *Design Action Log*. The *Design Action Log* is an important tool we use as means to track design and discussion items which need further research or discussion throughout the project in order to ensure that all issues are addressed by the conclusion of the project. This log helps keep everyone accountable to provide timely responses to design issues.

JR will work with the *Metro District* and *Commerce City* to identify all project stakeholders and conduct a meeting to gather early project feedback and identify concerns.

JR will identify the appropriate contacts within each agency and coordinate with them through each step of the project. As appropriate, meetings with these agencies will be arranged to acquire review comments and input as needed.

JR understands a Memorandum of Understanding or Intergovernmental Agreement (IGA) will be required to work out the funding, maintenance, and other critical issues and responsibilities between the various parties and stakeholders along the corridor. We will utilize our experience and knowledge of this process from recent similar projects as a guide.

#### Deliverables:

- ✓ Design Action Log
- ✓ Progress Meeting Minutes
- ✓ Prepare Memorandum of Understanding & IGA Exhibits

### Task 1200: Data Collection

JR will conduct on-site investigations to document the physical features of the corridor.

JR's Team has previously obtained portions of topographic, planimetric, and property surveys near this area. We will identify additional needs and obtain updated survey and utility locates along the corridor. For all new and supplemental information needed for a detailed design, our experienced survey team will gather the additional information in a timely manner and update all base map information promptly. Parcel information and ownership information will be pulled to provide the design team with all title work within the project limits.

JR will identify the existing utilities by identifying all utility contacts, collecting as-built maps, field-locating utilities both horizontally and vertically, and developing an existing utility base map. We will then review the existing utility database and contact all utility owners affected by the project to begin the coordination of utility relocations, as required. Utility investigation will meet the Federal and State SUE requirements for Quality Level A (teamed with SurvWest).

JR will collect all required storm drainage information for the area and coordinate with adjacent developers and property owners to determine the drainage plans for the entire area. We will also collect and review all conceptual designs by other firms and agencies along this corridor for incorporation into the overall ultimate design.





JR's Team (AG Wassenaar) will initiate the geotechnical investigation of the project area including test bores, sampling, analysis, pavement and pond recommendations, and report preparation.

### Task 1300: Traffic Analysis

JR will perform a traffic analysis of the Chambers and 117<sup>th</sup> Avenue intersection to determine the turn lane lengths needed for the ultimate intersection layouts, verify traffic signal warrants, and prepare an optimum signal timing plan. The results will be summarized in a memorandum, and will be based off current traffic counts and calculated future projections. Current counts will be obtained by All Traffic Data.

Deliverable:

- ✓ Traffic Analysis Memorandum

### Task 1400: Preliminary Design (30%)

JR will prepare the design plans in conformance with City and SACWSD requirements. Plans will be completed to a 30% level and will include, at a minimum, title sheet and general notes, horizontal control plan, typical sections, demolition plans, roadway plan/profile sheets, detailed roadway plans, intersection and curb return profiles, storm drainage and channel/water quality pond (or modification) plans, South Adams County Water and Sanitation District utility plans, utility relocation and lighting plans, grading and erosion control plans, traffic control and phasing plans, signing and pavement marking plans, cross-sections, detail sheets, and right of way impacts. The 30% Design submittal will also include a drainage report and a detailed construction cost estimate.

JR Engineering will prepare a Final Drainage Report and construction plans for the storm drainage improvements for Chambers Road. Since Chambers Road is bounded on both sides by existing development, our strategy involves utilizing existing stormwater water quality/detention facilities with appropriate modification and existing conveyance infrastructure where appropriate in order to route stormwater discharges to the ultimate receiving drainageways – either Second Creek on the west or the Buffalo Run outfall on the east.

Deliverables:

- ✓ Construction Plans (30% Design)
- ✓ Drainage Report
- ✓ Title Commitments
- ✓ Cost Estimate

JR's Design Team will be responsible for distributing the 30% Design package to all project stakeholders, City departments, SACWSD, and review agencies. JR will also be responsible for scheduling and facilitating the review meeting, preparation of meeting minutes, tracking review comments, responses and action items, and for obtaining documented acceptance from all reviewers.

Deliverables:

- ✓ Meeting Minutes
- ✓ Design Action Log





## Task 1500: Final Design (90%)

After receiving comments from the *City* and *SACWSD* on the 30% design, *JR* will proceed with final design drawings and documentation for the project. The *Project Team* will prepare all required design plans and documents in accordance with *City* and *SACWSD* criteria. Utility potholes/testholes will be obtained during this phase to confirm utility conflicts have been avoided to the best of our knowledge.

*JR* will coordinate ROW acquisition efforts with the *Metro District* and *Commerce City* and additionally will prepare any exhibits for property owners as needed.

*JR* will conduct a final Quality Control/Quality Assurance review of the project prior to submittal of the 90% design documents.

*JR* will schedule a final review meeting with the *City* and *SACWSD* to present the design and discuss final details in the final plans. Final revisions will be made after the review meeting is completed and meeting with the *Metro District*.

### Deliverables:

- ✓ Final Construction Plans (90% Design)
- ✓ Final Drainage Report
- ✓ Pothole Log
- ✓ Property Owner Exhibits
- ✓ Final Construction Specifications
- ✓ Final Construction Cost Estimate
- ✓ Meeting Minutes
- ✓ Design Action Log

## Task 1600: Public Involvement and Right-of-Way Acquisitions

### Public Meetings:

#### Kick-off

*JR's Team* will work with the *City* to schedule and conduct a public kick-off meeting to introduce the project and solicit public input.

#### Preliminary Design

*JR's Team* will work with the *City* to schedule and conduct the second public meeting to present the Preliminary Design, discuss responses to comments from the kick-off meeting and solicit additional public input.

#### Final Design

*JR's Team* will work with the *City* to schedule and conduct the third public meeting to present the Final Design, discuss responses to comments from the preliminary design meeting and solicit additional public input.

*JR* will prepare right-of-way plans for the project based upon the design direction given by the *Metro District* and *City*. Legal descriptions for land acquisitions will be prepared. ROW plans will be updated throughout the design process as extents are revised. It is assumed seven parcels will be impacted, with up to 14 legal descriptions required.

*JR* will coordinate with all utility companies throughout the design process, and work to resolve any conflicts prior to construction.

*JR* will utilize the expert services of HC Peck for the right-of-way appraisals, acquisitions, and title commitments. The acquisition process will follow the Uniform Act, and be fully compliant with all local, state, and federal standards.





JR has also teamed with DHM to prepare the landscaping and irrigation design for the corridor. DHM is familiar with the area, having teamed with JR on previous projects nearby. They will help with bringing consistency and a quality aesthetic to the corridor.

#### Deliverables:

- ✓ Exhibits to be presented at Public Meetings
- ✓ Log of Public Concerns identified at Public Meetings
- ✓ ROW Plans and Legal Descriptions
- ✓ Completed ROW negotiations and final signed deeds for land dedications
- ✓ Landscaping and Irrigation Plans

### Task 1700: Project Approvals (100%)

JR will address comments from the final review meeting and submit the final plans, specifications and estimate (PS&E) package to the *City* and *SACWSD* for final approvals. Upon project approval, JR will assist in finalizing the IGA documents and prepare funding requests for the District Board. JR will also assist with submitting grading applications to the State and City.

### Task 1800: Reimbursable Fees

This task covers the reimbursable and expense costs associated with processing the project documents. A cost has been provided and is provided solely for budgeting purposes and is an estimate. The following are the reimbursable items:

- Reimbursable Expense Budget - JR has estimated within this proposal an estimated budget for Reimbursable Expenses, which includes reproduction of plans, vehicle mileage, and miscellaneous delivery costs. These expenses will be reimbursed on a time and materials basis and the client will be notified prior to the estimated budget being exceeded.

## Cost of Services Summary

The following are the summarized costs of engineering and surveying services. A Fee Schedule & Resource Allocation chart has been included that provide more detail of the man hour break-down for each individual task. An estimate has been provided for "Reimbursable Expenses" to be billed on a time and material basis. The items associated as "Reimbursable Expenses" are outlined within the "Assumptions" section. The project will be billed as Fixed costs for the major tasks as outlined below, except for the reimbursable expenses.

#### JR Engineering Services Cost:

Task	Work Item	Fee
1100	Project Management	\$ 52,770
1200	Data Collection	\$ 125,778
1300	Traffic Analysis	\$ 12,320
1400	Preliminary Design (30%)	\$ 153,475
1500	Final Design (90%)	\$ 54,140
1600	Public Involvement, ROW, and Landscaping	\$ 253,173
1700	Project Approvals (100%)	\$ 30,060
1800	Reimbursable Fees	\$ 7,640
	Total	\$ 689,356





## Assumptions

### Reimbursable Expenses:

The following are reimbursable expenses. A cost has been included in the above fees with the associated tasks:

1. Additional Meetings and Coordination with Other Agencies
2. Miscellaneous Application Fees
3. Reproduction and Copies
4. Delivery Expenses
5. Vehicle mileage

The following are additional fees, if necessary:

1. JR has not included specific costs for applications and review fees for the City, SACWSD, Utility Companies, Colorado Department of Health, FEMA, or other agencies. An estimated cost for these items is included in the Reimbursable Expenses.
2. The included fees assume no outfall will be required to Second Creek or through Buffalo Run Golf Course for the drainage. Any design efforts to establish a new outfall or modify an existing outfall will be considered as additional services.
3. JR has not included costs for roadway electrical/lighting design other than the horizontal and vertical locations of the lights.
4. JR has not included costs for Construction Bidding or Construction Staking and Management Services, however costs can be provided upon request.
5. JR has not included costs for preparing Record or As-Built Drawings and electronic submittals in accordance with the approving jurisdictional standards and regulations.
6. JR has not included costs for obtaining survey as-built information associated with preparing Record or As-Built Drawings in accordance with the approving jurisdictional standards and regulations.





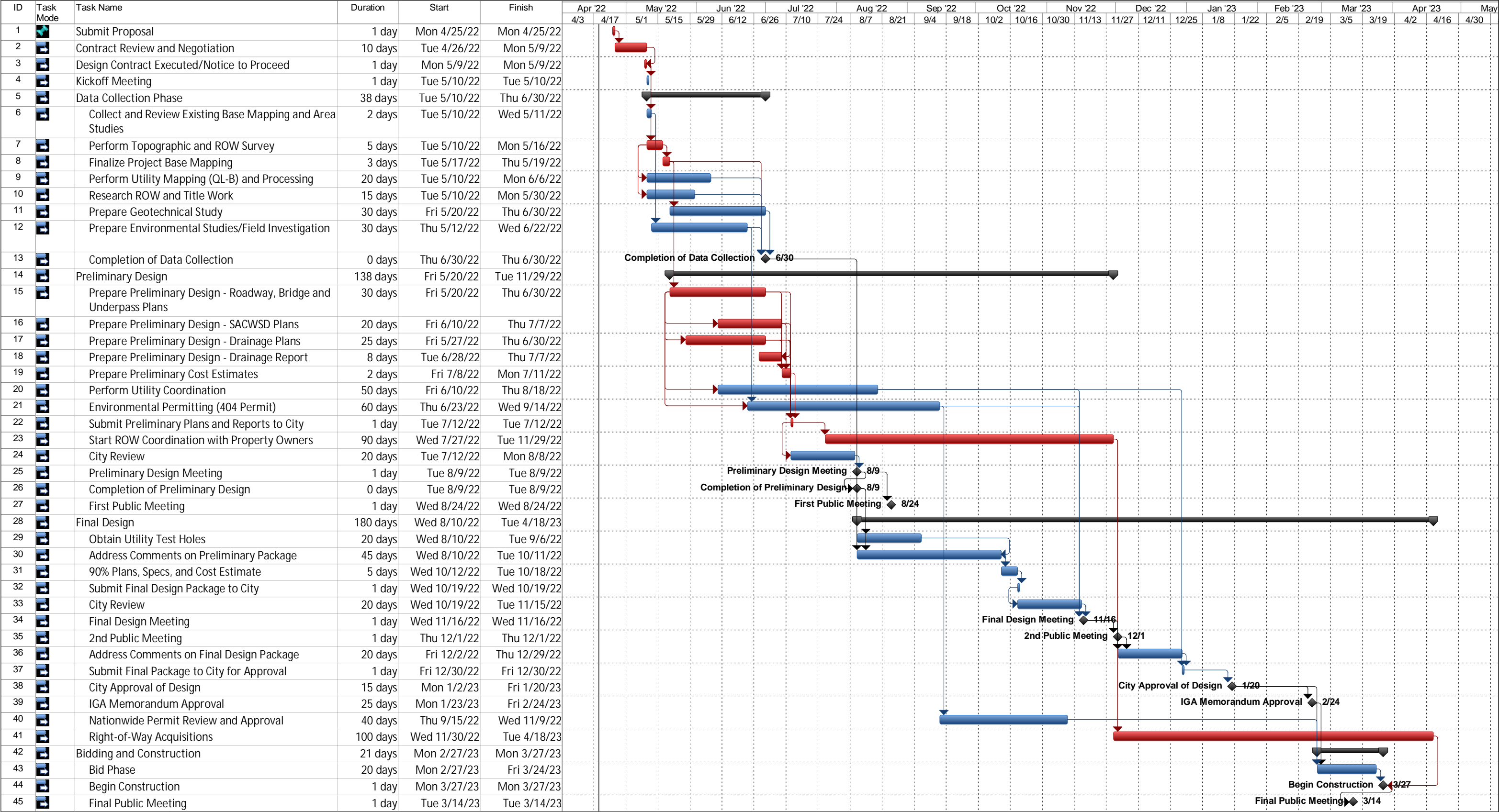
Fee Schedule & Resource Allocation										
Reunion Metropolitan District c/o Clayton Properties Group										
CO #1 - Design Development and Final Engineering for Chambers Road from 112th Avenue to 117th Avenue										
TASKS	WORK ITEM							Sub-Consultant	Direct Expense	Totals
		Principal	Manager / Group Lead	Project Lead	Project Engineer/ Surveyor	Engineer/ Surveyor	Two-Man Field Survey			
		\$190	\$170	\$150	\$135	\$120	\$160	L.S.	L.S.	
	<u>Project Management</u>									<u>\$52,770</u>
1100	Project Management									\$52,770
1101	Attend Kickoff Meeting with Metro District & City	4.0	4.0							\$1,440
1102	Attend Meetings with Stakeholders (Assumed 6 Meetings)	18.0	18.0							\$6,480
1103	Attend Monthly Progress Meetings with Metro District and City (Assumed 8 Meetings)	24.0	24.0							\$8,640
1104	Attend 30% Review Meeting with Metro District and City	4.0	10.0							\$2,460
1105	Attend 90% Review Meeting with Metro District and City	4.0	10.0							\$2,460
1106	Project Management (Assumed 2 Hours Per Week for 10 months)	80.0	60.0							\$25,400
1107	Memorandum of Understanding and IGA Exhibits and Documents - Updates	8.0	10.0	6.0	6.0	8.0				\$5,890
	<u>Data Collection</u>									<u>\$125,778</u>
1200	Data Collection									\$125,778
1201	Collect Available Data from City		2.0	4.0	6.0					\$1,750
1202	Photo Documentation of Existing Conditions and Field Visit			3.0		6.0				\$1,170
1203	Geotechnical Investigation and Pavement Design Report (AG Wassenaar)		6.0	6.0		6.0		\$14,960		\$17,600
1204	Perform Quality Level B & A SUE Investigation (SurvWest): Review Data	4.0	8.0	16.0	24.0	12.0		\$65,868		\$75,068
1205	Perform Topographic and Planimetric Survey including Staking for SUE/Geotech		12.0	16.0	16.0	8.0	48.0			\$15,240
1206	Prepare Base Map		4.0	6.0	12.0	20.0				\$5,600
1207	Research Right-of-Way and Easements	1.0	6.0	4.0	12.0	8.0				\$4,390
1208	Review Utility Database and Contact Utility Owners	4.0	12.0	4.0	8.0	4.0				\$4,960
	<u>Traffic Analysis</u>									<u>\$12,320</u>
1300	Traffic Analysis									\$12,320
1301	Obtain Traffic Counts (All Traffic Data)		1.0	4.0	2.0			\$2,000		\$3,040
1302	Prepare Traffic Memorandum and Signal Warrant Analysis	2.0	4.0	16.0	36.0	8.0				\$9,280
	<u>Preliminary Design (30%)</u>									<u>\$153,475</u>
1400	Prepare Roadway Construction Plans and Reports - Commerce City Submittal									\$58,995
1401	Prepare Horizontal & Vertical Design	2.0	4.0	8.0	48.0					\$8,740
1402	Prepare Cover Sheet			0.5		4.0				\$555
1403	Prepare General Construction Notes for Streets			0.5		2.0				\$315
1404	Prepare Typical Sections Sheets	1.0	2.0	4.0	4.0	12.0				\$3,110
1405	Prepare Survey Control Diagram		0.5	1.0	2.0	6.0				\$1,225
1406	Prepare Tabulation of Length & Design Data		0.5	1.0	4.0					\$775
1407	Prepare Demolition Plans	1.0	3.0	6.0	16.0	24.0				\$6,640
1408	Prepare Overall Utility Plans	1.0	3.0	6.0	16.0	24.0				\$6,640
1409	Prepare Roadway Plan & Profile Sheets	2.0	3.0	6.0	16.0	24.0				\$6,830
1410	Prepare Curb Return Profiles & Details	0.5	1.0	4.0	8.0	6.0				\$2,665
1411	Prepare Signage & Striping Plans	0.5	2.0	4.0	6.0	16.0				\$3,765
1412	Prepare Intersection & Ramp Plans	0.5	2.0	4.0	16.0	6.0				\$3,915
1413	Prepare Driveway Plans	0.5	1.0	2.0	8.0	12.0				\$3,085
1414	Prepare Street Light Plans Horizontal & Vertical Layout	0.5	0.5	1.0	2.0	6.0				\$1,320
1415	Prepare Cross Sections for Streets	0.5	1.0	1.0	4.0	6.0				\$1,675
1416	Prepare Details		0.5	0.5	1.0	4.0				\$775
1417	Prepare Traffic Signal Plans	1.0	2.0	2.0	8.0	12.0				\$3,350
1418	Prepare 60% Cost Estimate	0.5	2.0	4.0	12.0	8.0				\$3,615
1425	Prepare Drainage Construction Plans and Reports - Commerce City Submittal									\$64,805
1426	Evaluate Drainage Alternatives	4.0	16.0	24.0		20.0				\$9,480
1427	Coordination of Roadway Drainage with Existing/Adjacent Development	2.0	4.0	4.0						\$1,660
1428	Review of Adjacent Development Drainage Design	2.0	6.0	12.0		6.0				\$3,920
1429	Hydrology Modeling of Adjacent Development to the Roadway Infrastructure	2.0	4.0	12.0		16.0				\$4,780
1430	Hydrologic Calculations for Storm Drainage Infrastructure	2.0	4.0	8.0		12.0				\$3,700
1431	Hydraulic Calculations for Inlets and Storm Sewer	2.0	4.0	6.0		16.0				\$3,880
1432	Offsite WQ/Detention, Outfall Calculations and Design	2.0	4.0	16.0		16.0				\$5,380
1433	Prepare Final Drainage Report for Storm Drainage Infrastructure	2.0	6.0	16.0		40.0				\$8,600
1434	Drainage Maps	1.0	2.0	4.0		16.0				\$3,050
1435	Final Horizontal & Vertical Design of Storm Sewer	2.0	6.0	12.0		24.0				\$6,080
1436	Prepare General Construction Notes and Standard Details		0.5	2.0		6.0				\$1,105
1437	Prepare Storm Sewer Plan & Profiles	1.0	6.0	16.0		32.0				\$7,450
1438	Prepare Offsite WQ/Detention Construction Plans & Details	2.0	6.0	16.0		16.0				\$5,720
1450	Stormwater Management Plans & Report - Commerce City Submittal									\$11,655
1451	Prepare Initial, During & Final GESC Plans	1.0	4.0	4.0	8.0	32.0				\$6,390
1452	Prepare General Construction Notes and Detail Sheets for GESC Plans	0.5	1.0	1.0	2.0	6.0				\$1,405
1453	Prepare Stormwater Management Report	1.0	2.0	4.0	6.0	16.0				\$3,860
1475	SACWSD Construction Plans and Reports									\$18,020
1476	Prepare Cover Sheet w/ Vicinity Map, Sheet Index, Contacts, & Signature Blocks		0.5	1.0	2.0	4.0				\$985
1477	Prepare General Construction Notes			0.5	2.0	4.0				\$825
1478	Prepare Overall Utility Plan	0.5	1.0	2.0	4.0	12.0				\$2,545
1479	Prepare Potable Waterline Plan & Profile Sheets	0.5	2.0	2.0	4.0	16.0				\$3,195
1480	Prepare Potable Waterline Details			0.5	1.0	2.0				\$450
1481	Prepare Non-Potable Waterline Plan & Profile Sheets	0.5	2.0	2.0	4.0	16.0				\$3,195
1482	Prepare Non-Potable Waterline Details			0.5	1.0	2.0				\$450
1483	Prepare Sanitary Sewer Plan & Profile Sheets	0.5	2.0	4.0	6.0	16.0				\$3,765
1484	Prepare Sanitary Sewer Details			0.5	1.0	4.0				\$690
1485	Bid Quantities and Cost Estimate	1.0	1.0	2.0	4.0	6.0				\$1,920



Fee Schedule & Resource Allocation										
Reunion Metropolitan District c/o Clayton Properties Group										
CO #1 - Design Development and Final Engineering for Chambers Road from 112th Avenue to 117th Avenue										
TASKS	WORK ITEM							Sub-Consultant	Direct Expense	Totals
		Principal	Manager / Group Lead	Project Lead	Project Engineer/ Surveyor	Engineer/ Surveyor	Two-Man Field Survey			
		\$190	\$170	\$150	\$135	\$120	\$160	L.S.	L.S.	
	<u>Final Design (90%)</u>									<u>\$54,140</u>
1500	Final Design (90%)									\$54,140
1501	Prepare Final (90%) Construction Plans and Address Comments	8.0	16.0	24.0	80.0	180.0				\$40,240
1502	Prepare Final (90%) SACWSD Utility Plans, Specifications and Agreements	4.0	6.0	8.0	16.0	24.0				\$8,020
1503	Prepare Final (90%) Specifications	4.0	6.0	8.0						\$2,980
1504	Prepare Final (90%) Cost Estimate	1.0	2.0	4.0	6.0	8.0				\$2,900
	<u>Public Involvement, Right-of-Way Acquisitions, &amp; Landscaping</u>									<u>\$253,173</u>
1600	Public Involvement and Right-of-Way Acquisitions									\$253,173
1601	Permitting, Coordination and Agreements with Stakeholders	20.0	12.0	8.0	8.0					\$8,120
1602	Prepare Property Owner Exhibits (7)	2.0	2.0	4.0	8.0	40.0				\$7,200
1603	Prepare Exhibits and Presentations for 3 Public Meetings	12.0	12.0	4.0	8.0	48.0				\$11,760
1604	Attend and Present Project Information at 3 Public Meetings	18.0	16.0	6.0						\$7,040
1605	Utility Coordination	4.0	8.0	12.0						\$3,920
1606	Coordination for Right-of-Way and Easements	16.0	12.0	8.0						\$6,280
1607	Prepare ROW Plans and Legal Descriptions (Assumed 7 Parcels; 14 Legals)	4.0	12.0	32.0	12.0	16.0			\$9,800	\$20,940
1608	Acquisition and Title Assistance (HC Peck)							\$122,353		\$122,353
1609	Landscaping Design, Plans, Public Meeting Exhibits (DHM)							\$65,560		\$65,560
	<u>Project Approvals</u>									<u>\$30,060</u>
1700	Project Approvals									\$30,060
1701	Prepare Final (100%) Construction Plans and Address Comments	6.0	8.0	12.0	32.0	80.0				\$18,220
1702	Prepare Final (100%) SACWSD Utility Plans, Specifications and Agreements	4.0	4.0	4.0	12.0	16.0				\$5,580
1703	Prepare Final (100%) Specifications and Address Comments	2.0	4.0	6.0						\$1,960
1704	Prepare Final (100%) Cost Estimate	1.0	2.0	4.0	6.0	8.0				\$2,900
1705	Coordination w/ Commerce City & State for Grading Applications	4.0	2.0	2.0						\$1,400
	<u>Reimbursable Fees</u>									<u>\$7,640</u>
1800	Reimbursable Expenses									\$7,640
1801	Additional Meetings & Coord w/ Other Agencies	12.0	8.0	6.0						\$4,540
1802	Miscellaneous Application Fees								\$600	\$600
1803	Reproduction & Copies								\$1,000	\$1,000
1804	Delivery Expenses								\$500	\$500
1805	Vehicle Mileage								\$1,000	\$1,000
	<u>TOTAL:</u>	316	435	465	526	1028	48	\$270,741	\$12,900	<u>\$689,356</u>

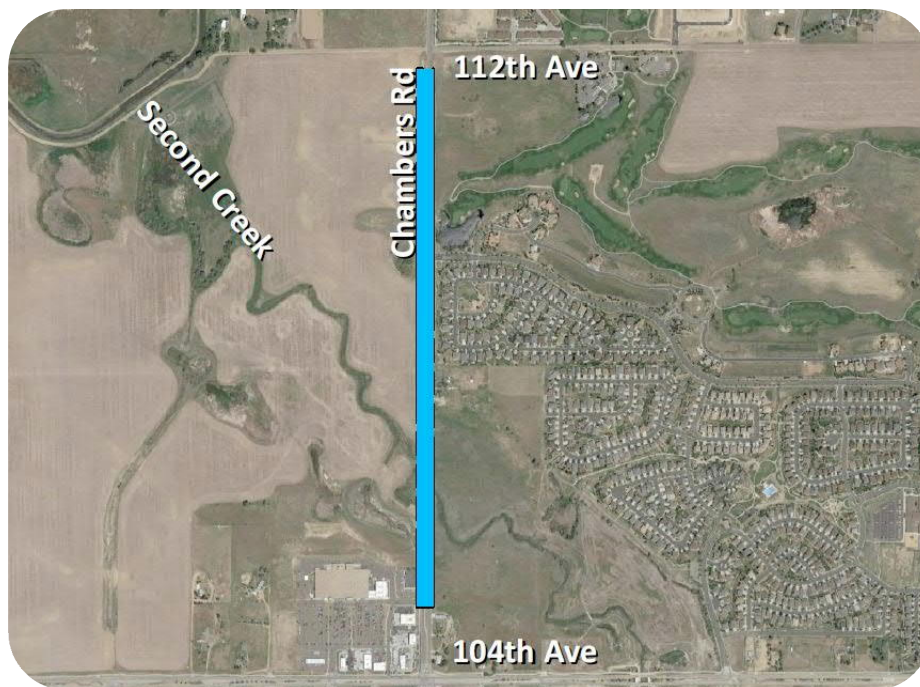


Reunion Metropolitan District  
Chambers Road (105th Avenue to 117th Avenue)





# Change Order #2 - Design Services For Chambers Road (From 105<sup>th</sup> to 112<sup>th</sup> Avenue) Reunion Metropolitan District



Civil Engineering & Planning  
Construction Services  
Landscape Architecture  
Surveying  
Transportation  
Water Resources



**J-R ENGINEERING**

Service | Expertise | Quality



April 25, 2022



Mr. Matt Urkoski  
Reunion Metropolitan District  
c/o CLA  
matt.urkoski@claconnect.com

RE: Change Order #2 to Independent Contractor Agreement (Design Services for Chambers Road from 106<sup>th</sup> Avenue to 112<sup>th</sup> Avenue) dated August 4, 2020 to include Utility Test Hole Investigations, Bridge Design Changes, Environmental Investigation and Reporting, and Landscaping Design

Dear Mr. Urkoski,

JR Engineering, LLC (JR) appreciates the opportunity to submit this change order proposal to provide Final Engineering Design services associated with this segment of Chambers Road located in Commerce City, Colorado. The additional scope includes adding utility test holes and achieving Quality Level A SUE, revising the bridge design to go with a full span over the creek to avoid environmental impacts, environmental investigation and reporting for impacts to 2<sup>nd</sup> Creek, and landscaping design for the roadway corridor and bridge aesthetics.

JR has assembled an outstanding team of experienced professionals, with all the expertise and resources required to successfully and efficiently complete the design efforts for this project. I will serve as your point-of-contact for this project offering my more than 25 years of project management and civil design experience on projects of equivalent size and scope.

A client-oriented approach, along with prudent project management, a strict work ethic, and quality assurance principles, will assure that you receive our industry-leading services. Our commitment is to provide accurate data, timely response to requests, and efficient project scheduling.

Enclosed is a work plan outlining our project approach/scope of services, and the costs to provide the scope of services.

If any additional information or clarification of our proposal is necessary, please do not hesitate to contact me at (303) 267-6220. We look forward to this opportunity to work with you again.

Respectfully submitted,

JR ENGINEERING, LLC

Aaron L. Clutter, PE  
President  
Ph: (303) 267-6220  
Email: [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com)



## JR Understanding

**JR Engineering** appreciates the opportunity to submit the following change order proposal for engineering services associated with Chambers Road located in Commerce City, Colorado. As the project has progressed, the scope and impacts have become clearer, and new direction has been provided by the *City* and the *Metro District*.

Based on discussions between the *City* and the *Metro District*, it has been determined that a full span bridge option is better suited for the project schedule, and greatly reduces impacts to the existing creek and wetlands. This change results in some redesign of the structural bridge and wall work adjacent to Second Creek. Additional environmental investigations will be conducted to properly document the impacts to the creek and native areas. Landscaping design will now be added to the project to provide for a consistent corridor that ties in the aesthetics between 104<sup>th</sup> Avenue and 120<sup>th</sup> Avenue. Additional utility test holes and QL-A SUE are also being added to the scope to make the project compliant with 811 laws, as well as to provide adequate information on existing utility infrastructure.

The schedule for these improvements is expected to have design completed in early 2023 with construction also starting in 2023.

The scope of services, shown on the next several pages, is based upon *Commerce City* and *South Adams County Water and Sanitation District (SACWSD)* requirements for preparing roadway construction plans, our strong understanding of the roadway corridor, and previous work efforts performed for *Oakwood Homes* and the *Reunion Metropolitan District*.

## JR Approach

### Task 100: Project Management

**JR** will conduct additional coordination and project management efforts for the added scope and additional subconsultant tasks being incorporated into the project. This effort will allow for a seamless design process, ensure the project schedule remains on track, and provide proper oversight of critical project tasks.

### Task 200: Data Collection

**JR** will provide utility test hole staking on site to mark excavation locations for SurvWest.

**JR** will identify utility test hole locations and prepare exhibits to establish adequate location information for the excavations required. Utility investigation will meet the Federal and State SUE requirements for Quality Level A (plans prepared by SurvWest). **JR** will also review and evaluate the gathered field information in order to prepare final project designs that avoid utility conflicts. This effort can greatly reduce construction surprises, utility hits, and expensive change orders.

**JR** will utilize SWCA (previous staff from Core Consultants) to finalize the environmental process and to ensure the project complies with all local and Federal requirements, as applicable. Their scope includes:

- ❖ Permitting Feasibility and USACE Coordination
- ❖ Colorado Stream Quantification Tool Analysis and Conceptual Mitigation Plan
- ❖ Cultural Resources Documentation of Chambers Road and Bridge
- ❖ Level II Documentation of History Properties
- ❖ Pre-Construction Notification for Nationwide Permit 14

### Task 400: Preliminary Design (30%)

**JR** will work closely with San Engineering to update the bridge design to minimize impacts to Second Creek. San will provide the structural design and associated plans and calculations. **JR** will assist with grading and wall design for the new structure. All plans, specifications, and estimates will be updated accordingly to reflect the latest design.





## Task 600: Public Involvement and Landscaping

JR will utilize the services of DHM for landscaping design along the roadway corridor. The team will work closely with the City to select landscaping treatments that are environmentally and budget friendly, while also enhancing the aesthetics of the corridor. DHM will also provide valuable insights and direction on bridge aesthetics. We have worked closely with DHM and San Engineering on previous projects of similar nature in Commerce City with much success.

### Cost of Services Summary

The following are the summarized costs of engineering and surveying services. A Fee Schedule & Resource Allocation chart has been included that provide more detail of the man hour break-down for each individual task. An estimate has been provided for "Reimbursable Expenses" to be billed on a time and material basis. The items associated as "Reimbursable Expenses" are outlined within the "Assumptions" section. The project will be billed as Fixed costs for the major tasks as outlined below, except for the reimbursable expenses.

#### JR Engineering Services Cost:

Task	Work Item	Fee
100	Project Management	\$ 11,360
200	Data Collection	\$ 86,454
400	Preliminary Design (30%)	\$ 83,667
600	Public Involvement and Landscaping	\$ 92,257
900	Reimbursable Fees	\$ 0
	Total	\$ 273,738

### Assumptions

#### Reimbursable Expenses:

No additional reimbursable expenses are anticipated with this add service.

The following are additional fees, if necessary:

1. JR has not included costs for applications and review fees for the City, SACWSD, Utility Companies, Colorado Department of Health, FEMA, or other agencies.
2. The included fees assume no outfall will be required to 2<sup>nd</sup> Creek for the drainage. Any design efforts to establish a new outfall or modify an existing outfall will be considered as additional services.
3. JR has not included costs for roadway electrical/lighting design other than the horizontal and vertical locations of the lights.
4. JR has not included costs for Construction Bidding or Construction Staking and Management Services, however costs can be provided upon request.
5. JR has not included costs for preparing Record or As-Built Drawings and electronic submittals in accordance with the approving jurisdictional standards and regulations.
6. JR has not included costs for obtaining survey as-built information associated with preparing Record or As-Built Drawings in accordance with the approving jurisdictional standards and regulations.



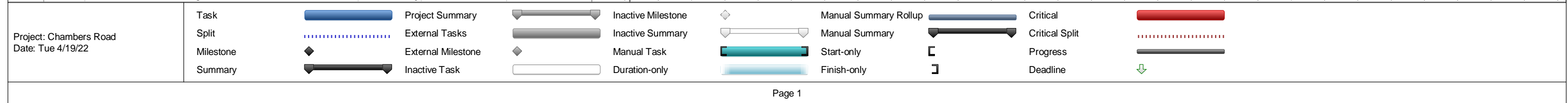


Fee Schedule & Resource Allocation										
Reunion Metropolitan District c/o CLA										
Change Order #2 - Design Services for Chambers Road from 112th Avenue to 106th Avenue										
TASKS	WORK ITEM							Sub-Consultant	Direct Expense	Totals
		Principal	Manager / Group Lead	Project Lead	Project Engineer / Surveyor	Engineer / Surveyor	Two-Man Field Survey			
		\$190	\$170	\$150	\$135	\$120	\$160	L.S.	L.S.	
	<b><u>Project Management</u></b>									<b><u>\$11,360</u></b>
100	Project Management									\$11,360
190	Additional Management for Subconsultants and Added Scope Items	24.0	40.0							\$11,360
	<b><u>Data Collection</u></b>									<b><u>\$86,454</u></b>
200	Data Collection									\$86,454
295	Perform Quality A SUE Investigation (SurvWest); Prepare exhibits & Review Data	4.0	8.0	16.0	28.0	20.0		\$32,714		\$43,414
296	Perform Additional Survey Staking for SUE		2.0		8.0	8.0	8.0			\$3,660
297	Environmental Investigation and Reporting for 2nd Creek (SWCA)							\$39,380		\$39,380
	<b><u>Preliminary Design (30%)</u></b>									<b><u>\$83,667</u></b>
400	Prepare Roadway Construction Plans and Reports - Commerce City Submittal									\$83,667
430	Update Bridge Design for Full Span of 2nd Creek (San Engineering)							\$75,667		\$75,667
431	Grading and Wall Design Updates for Bridge Redesign	4.0	8.0	8.0	24.0	12.0				\$8,000
	<b><u>Public Involvement &amp; Landscaping</u></b>									<b><u>\$92,257</u></b>
600	Public Involvement and Landscaping									\$92,257
640	Landscaping Design, Plans, Bridge Aesthetics, Exhibits (DHM)							\$92,257		\$92,257
	<b><u>TOTAL:</u></b>	<b>32</b>	<b>58</b>	<b>24</b>	<b>60</b>	<b>40</b>	<b>8</b>	<b>\$240,018</b>		<b><u>\$273,738</u></b>



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J.R ENGINEERING





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

DATE	SUBJECT	AGENDA
5/16/2022	SACW&SD Irrigation Meter 2022 increase within Reunion Ridge Filing #1	

**INITIATED BY**

Aaron Clutter

**STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Board should consider the following:

1. Approval of the increased irrigation meter costs for 5 taps located within Reunion Ridge Filing #1.

**BACKGROUND INFORMATION**

There are five irrigation meters for Reunion Ridge Filing 1 that were not ready to be set before SACW&SD increased their fees for 2022. Revised tap quotes calculations have been provided by SACW&SD. Supplemental information for the revised tap quotes, summary of all the taps, their addresses, and their current status is available upon request.

The twelfth addendum to the Funding and Reimbursement Agreement between Clayton Properties Group II and Reunion Metropolitan was approved in January 2020 in the amount of \$26,662,130.24. The funding covered the following tap & ERU costs (Price per ERU = \$6,850):

Tap Designation	Required ERUs	Tap Cost	Total Cost (Tap + ERUs)
Tap #2 10358 Potomac St, (2")	11.22	\$86,333.94	\$163,190.94
Tap #5 13578 E 99th Pl (1")	7.0	\$53,999.00	\$101,949.00
Tap #6 13200 E 99th Pl (1")	4.04	\$31,571.08	\$59,245.08
Tap #9 10355 Tucson St (3/4")	1.08	\$9,082.16	\$16,480.16
Tap #11 10122 Wheeling St (3/4")	1.5	\$12,265.00	\$22,540.00

The required ERUs for all the taps remained the same and have already been approved by the Board. RRF1 ERUs for taps 2,5,6,&11 were part of the request to purchase 51.25 ERU Water Credits through the Enterprise on 11/9/21. ERUs for tap 9 were part of the request to purchase 61.68 ERU Water Credits through the Enterprise on 9/3/21.



**FINANCIAL DETAILS**

See the table below for a summary of the revised tap costs associated with Reunion Ridge Filing 1 Taps #2, #5, #6, #9, and #11.

Tap Designation	Required ERUs	Original Tap Quote	Revised Tap Quote	Difference
Tap #2 10358 Potomac St, (2")	11.22	\$86,333.94	\$94,819.76	\$8,485.82
Tap #5 13578 E 99th Pl (1")	7.0	\$53,999.00	\$58,766.00	\$4,767.00
Tap #6 13200 E 99th Pl (1")	4.04	\$31,571.08	\$34,322.32	\$2,751.24
Tap #9 10355 Tucson St (3/4")	1.08	\$9,082.16	\$9,817.64	\$735.48
Tap #11 10122 Wheeling St (3/4")	1.5	\$12,265.00	\$13,286.00	\$1,021.00
<b>TOTALS</b>	<b>24.84</b>	<b>\$193,251.18</b>	<b>\$211,011.72</b>	<b>\$17,760.54</b>

**The total requested additional cost to be approved is \$17,760.54.**



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

DATE	SUBJECT	AGENDA
5/16/2022	Amendment to the Sixteenth and Seventeenth Addendums Funding and Reimbursement Agreement for Reunion Filing 37 revised tap fees.	

INITIATED BY
Aaron Clutter

STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS
Board should consider the following: 1. Approve funding for the revised tap costs for Reunion Filing 37

BACKGROUND INFORMATION

There are six irrigation meters for Filing 37 that were not ready to be set before SACWSD increased their fees in March 2022. Revised tap quotes calculations have been provided by SACW&SD. Supplemental information for the revised tap quotes, summary of all the taps, their addresses, and their current status is available upon request.

The sixteenth and seventeenth addendums to the Funding and Reimbursement Agreement between Clayton Properties Group II and Reunion Metropolitan was approved in August 2020 in the amount of \$4,380,933.00. The funding covered the following tap & ERU costs:

Tap Designation	Required ERUs	Tap Cost	Total Cost (Tap + ERUs)
*Tap #8 Tract C (3/4") (16 <sup>th</sup> Addendum)	0.42		\$3,086.78
*Tap #8 Tract C (2") (16 <sup>th</sup> Addendum)	+19.89	\$152,277.09	\$288,523.59

The nineteenth addendum to the Funding and Reimbursement Agreement and the first addendum to the Funding and Reimbursement Agreement (ERU Water Credit Fees) between Clayton Properties Group II and Reunion Metropolitan was approved in August 2021 in the amount of \$120,938.72 and \$105,866.00, respectively. The funding covered the following tap & ERU costs (Price per ERU = \$6,850):

Tap Designation	Required ERUs	Tap Cost	Total Cost (Tap + ERUs)
Tap #3 Tract O (1")	5.21	\$40,436.17	\$76,124.67
Tap #4 Tract P (3/4")	1.45	\$11,885.65	\$21,818.15
Tap #5 Tract X (3/4")	3.85	\$30,070.45	\$56,442.95
Tap #6 Tract U (3/4")	0.94	\$8,021.38	\$14,460.38
Tap #7 Tract M (3/4")	3.91	\$30,525.07	\$57,308.57



The required ERUs for all the taps remained the same and have already been approved by the Board. F37 ERUs for taps **3,4,5,6,&7** were part of the request to purchase 61.68 ERU Water Credits through the Enterprise on 9/3/21. And, ERUs for tap **8** was requested through an Assignment & Bill of Sale for Additional ERUs on 5/4/21.

#### FINANCIAL DETAILS

See the table below for a summary of the revised tap costs associated with Filing 37 Taps #3, #4, #5, #6, #7, and #8.

Tap Designation	Required ERUs	Original Tap Quote	Revised Tap Quote	Difference
Tap #3 Tract <b>O</b> (1")	5.21	\$40,436.17	\$43,984.18	\$3,548.01
Tap #4 Tract <b>P</b> (3/4")	1.45	\$11,885.65	\$12,873.10	\$987.45
Tap #5 Tract <b>X</b> (3/4")	3.85	\$30,070.45	\$32,692.30	\$2,621.85
Tap #6 Tract <b>U</b> (3/4")	0.94	\$8,021.38	\$8,661.52	\$640.14
Tap #7 Tract <b>M</b> (3/4")	3.91	\$30,525.07	\$33,187.78	\$2,662.71
*Tap #8 Tract <b>C</b> (2")	20.31	\$152,277.09	\$169,246.98	\$16,969.89
<b>TOTALS</b>	<b>35.67</b>	<b>\$273,215.81</b>	<b>\$300,645.86</b>	<b>\$27,430.05</b>

\*Note: Tap #8 was revised from a ¾" to a 2". The ¾" water tap and .42 ERUs fees were approved at the 7/2020 Board meeting for a total of \$3,086.78. The 2" water tap revision and the additional 19.89 ERUs fees were approved at the 5/2021 Board meeting for a total of \$288,523.59.

**The total requested cost to be approved is \$27,430.05.**



## TWENTY-SECOND ADDENDUM TO FUNDING AND REIMBURSEMENT AGREEMENT

### (Additional Tap Fee Costs for Filing No. 37 Irrigation Taps)

This **TWENTY-SECOND ADDENDUM TO FUNDING AND REIMBURSEMENT AGREEMENT** (the “**Twenty-Second Addendum**”) is made and entered into as of the 16<sup>th</sup> day of May, 2022, 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**”). The District and the Developer are collectively referred to herein as the “**Parties**.”

### RECITALS

WHEREAS, the Parties entered into that certain Funding and Reimbursement Agreement (Capital), dated as of December 19, 2017, as amended on July 2, 2019 (the “**Agreement**”); and

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; and

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 Parties previously executed that certain Seventeenth Addendum to Funding and Reimbursement Agreement, dated May 4, 2021 (the “**Seventeenth Addendum**”), which related, in part, to tap fee costs for irrigation for landscaping to be installed within Reunion Filing No. 37; and

WHEREAS, the Parties also previously executed that certain Nineteenth Addendum to Funding and Reimbursement Agreement, dated August 3, 2021 (the “**Nineteenth Addendum**”), which also related to tap fee costs for irrigation for landscaping to be installed within Reunion Filing No. 37; and

WHEREAS, subsequent to the execution of the Seventeenth Addendum and the Nineteenth Addendum, the Developer has submitted additional costs related to the tap fees to which the same relate due to increases in the cost for obtaining taps through Adams County Water and Sanitation District; and



WHEREAS, the Parties desire to amend the Agreement to recognize the additional tap fee costs 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 herein as **Exhibit A**, related to the tap fees necessary for Reunion Filing No. 37 (the “**Work**”).
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 \$27,430.05 for a total Maximum Loan Amount of \$60,946,621.74.

*[The remainder of this page intentionally left blank.]*



IN WITNESS WHEREOF, the Parties hereto have executed this Twenty-Second 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 Twenty-Second 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**



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

DATE	SUBJECT	AGENDA
5/16/2022	Amendment to the Sixteenth and Seventeenth Addendums Funding and Reimbursement Agreement for Reunion Filing 37 revised tap fees.	

INITIATED BY
Aaron Clutter

STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS
Board should consider the following: 1. Approve funding for the revised tap costs for Reunion Filing 37

BACKGROUND INFORMATION

There are six irrigation meters for Filing 37 that were not ready to be set before SACWSD increased their fees in March 2022. Revised tap quotes calculations have been provided by SACW&SD. Supplemental information for the revised tap quotes, summary of all the taps, their addresses, and their current status is available upon request.

The sixteenth and seventeenth addendums to the Funding and Reimbursement Agreement between Clayton Properties Group II and Reunion Metropolitan was approved in August 2020 in the amount of \$4,380,933.00. The funding covered the following tap & ERU costs:

Tap Designation	Required ERUs	Tap Cost	Total Cost (Tap + ERUs)
*Tap #8 Tract C (3/4") (16 <sup>th</sup> Addendum)	0.42		\$3,086.78
*Tap #8 Tract C (2") (16 <sup>th</sup> Addendum)	+19.89	\$152,277.09	\$288,523.59

The nineteenth addendum to the Funding and Reimbursement Agreement and the first addendum to the Funding and Reimbursement Agreement (ERU Water Credit Fees) between Clayton Properties Group II and Reunion Metropolitan was approved in August 2021 in the amount of \$120,938.72 and \$105,866.00, respectively. The funding covered the following tap & ERU costs (Price per ERU = \$6,850):

Tap Designation	Required ERUs	Tap Cost	Total Cost (Tap + ERUs)
Tap #3 Tract O (1")	5.21	\$40,436.17	\$76,124.67
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Tap #5 Tract X (3/4")	3.85	\$30,070.45	\$56,442.95
Tap #6 Tract U (3/4")	0.94	\$8,021.38	\$14,460.38
Tap #7 Tract M (3/4")	3.91	\$30,525.07	\$57,308.57



The required ERUs for all the taps remained the same and have already been approved by the Board. F37 ERUs for taps **3,4,5,6,&7** were part of the request to purchase 61.68 ERU Water Credits through the Enterprise on 9/3/21. And, ERUs for tap **8** was requested through an Assignment & Bill of Sale for Additional ERUs on 5/4/21.

#### FINANCIAL DETAILS

See the table below for a summary of the revised tap costs associated with Filing 37 Taps #3, #4, #5, #6, #7, and #8.

Tap Designation	Required ERUs	Original Tap Quote	Revised Tap Quote	Difference
Tap #3 Tract <b>O</b> (1")	5.21	\$40,436.17	\$43,984.18	\$3,548.01
Tap #4 Tract <b>P</b> (3/4")	1.45	\$11,885.65	\$12,873.10	\$987.45
Tap #5 Tract <b>X</b> (3/4")	3.85	\$30,070.45	\$32,692.30	\$2,621.85
Tap #6 Tract <b>U</b> (3/4")	0.94	\$8,021.38	\$8,661.52	\$640.14
Tap #7 Tract <b>M</b> (3/4")	3.91	\$30,525.07	\$33,187.78	\$2,662.71
*Tap #8 Tract <b>C</b> (2")	20.31	\$152,277.09	\$169,246.98	\$16,969.89
<b>TOTALS</b>	<b>35.67</b>	<b>\$273,215.81</b>	<b>\$300,645.86</b>	<b>\$27,430.05</b>

\*Note: Tap #8 was revised from a 3/4" to a 2". The 3/4" water tap and .42 ERUs fees were approved at the 7/2020 Board meeting for a total of \$3,086.78. The 2" water tap revision and the additional 19.89 ERUs fees were approved at the 5/2021 Board meeting for a total of \$288,523.59.

**The total requested cost to be approved is \$27,430.05.**





## CHANGE ORDER

### Reunion Metropolitan District

CHANGE ORDER NO. 03

DATED: April 27, 2022

CONTRACT FOR: Reunion Ridge Filing No. 1 Ragweed Draw & Phase 1 Landscape Improvements

OWNER: Reunion Metropolitan District

CONTRACTOR: Designscapes Colorado

AGREEMENT DATE: May 10, 2021

The following changes are hereby made to the Contract Documents:

Justification:

**DCN #4 – Quantity Revisions and Booster Pumps**

Quantity revisions from Bid Plan Set to 100% Construction Plan Set as determined by the landscape designer and costs for upgraded booster pumps as determined required by the irrigation designer.

**Total \$73,125.18**

\*Supplemental information to be provided upon request.

Adjustment to Contract Price:

Contract Price prior to this Change Order	\$2,613,913.99
Net Adjustment Resulting from this Change Order (+or -)	\$73,125.18
Adjustment required resulting from formula error (+or -)	(\$133.00)
Current Contract Price Including this Change Order	\$2,686,906.17

Contract Time:


Original Contract Completion Date (365 Calendar Days):	June 30, 2022
Current Contract Completion Date:	June 30, 2022
Change in Contract Completion Date Due to this Change Order:	N/A
New Contract Completion Date:	June 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

\_\_\_\_\_  
District Board Representative

DESIGNSCAPES COLORADO

  
Philip E. Steinhauer, President





## CHANGE ORDER RECOMMENDATION

### Reunion Metropolitan District

CHANGE ORDER NO. 03

DATED: May 2, 2022

CONTRACT FOR: Reunion Ridge Filing No. 1 Ragweed Draw & Phase 1 Landscape Improvements

OWNER: Reunion Metropolitan District

CONTRACTOR: Designscapes Colorado

AGREEMENT DATE: May 10, 2021

The following changes are hereby made to the Contract Documents:

Justification:

**DCN #4 – Quantity Revisions and Booster Pumps**

Quantity revisions from Bid Plan Set to 100% Construction Plan Set as determined by the landscape designer, and costs for upgraded booster pumps as determined required by the irrigation designer.

**Total \$73,125.18**

Enclosures: DCN #4

Adjustment to Contract Price:

Contract Price prior to this Change Order	\$2,613,913.99
Net Adjustment Resulting from this Change Order (+or -)	\$73,125.18
Adjustment required resulting from formula error (+or-)	(\$133.00)
Current Contract Price Including this Change Order	\$2,686,906.17

Contract Time:

Original Contract Completion Date (365 Calendar Days):	June 30, 2022
Current Contract Completion Date:	June 30, 2022
Change in Contract Completion Date Due to this Change Order:	N/A
New Contract Completion Date:	June 30, 2022

Issued by:

JR ENGINEERING

BY: 

Date: May 2, 2022



**DESIGN CHANGE NOTIFICATION**

PROJECT:  
**REUNION RIDGE F1**  
**PHASE 1 & RWD IMPROVEMENTS**  
**BID SCHEDULE – PHASE 1 & RWD**

PROJECT NO.  
**14421.29**

DESIGN CHANGE NO.  
**4**

- 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 Design Change Notification is to document required quantity revisions from Bid Plan Set to 100% Construction Plan Set for both Phase 1 (Includes all Sub-phases) and Ragweed Draw Channel Bid Schedules as determined by the landscape designer. Costs also include upgraded booster pumps as determined required by the irrigation designer.

The following are the general descriptions of changes that have occurred to the Bid Schedules. 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 DCN. The Contractor shall be compensated for the work as shown in the table below. DCN's shall be added to the Contract by signed change order.

**SUMMARY of REVISIONS**

<b>BID SCHEDULE</b>	<b>ORIGINAL COSTS</b>	<b>TOTALS WITH CHANGE ORDERS</b>	<b>DCN REVISED COSTS</b>
1A	\$1,041,400.00	\$1,084,706.43	\$1,097,465.48
1B	\$386,300.00	\$386,468.00	\$392,929.80
1C	\$483,200.00	\$498,881.65	\$519,370.60
RAGWEED DRAW	\$647,200.00	\$644,474.91	\$677,890.29
		<b>Revised Contract Total</b>	<b>\$2,687,656.17</b>



ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	COST
<b>Bid Schedule - Phase 1A</b>					
LS 1A.1	Fine Grading, Site Prep	520	SF	\$0.03	\$ 15.60
LS 1A.2	Soil Amendment	2	CY	\$59.00	\$ 118.00
LS 1A.4	Soil Testing	(3)	EA	\$354.00	\$ (1,062.00)
LS 1A.10	(QCO) Quercus MuehlenbergiiChinkapin Oak	1	EA	\$490.00	\$ 490.00
LS 1A.22	(MTC) Malus Thunderchild Thunderchild Crabapple	(1)	EA	\$480.00	\$ (480.00)
LS 1A.70	Sod	520	SF	\$0.65	\$ 338.00
IR 1A.4	Two-Wire Surge Arrestor	1	EA	\$200.00	\$ 200.00
IR 1A.7	Two-Wire Cable	235	LF	\$0.66	\$ 155.10
IR 1A.18	6" Rotor Head	5	EA	\$41.00	\$ 205.00
IR 1A.20	12" Hi-pop Rotor Head	3	EA	\$55.00	\$ 165.00
IR 1A.22	Drip Line Blow-Out Stub	(1)	EA	\$100.00	\$ (100.00)
IR 1A.23	Drip - supply tubing	29	LF	\$2.30	\$ 66.70
IR 1A.24	Drip Emitter Tubing w/ fittings	1,025	LF	\$2.50	\$ 2,562.50
IR 1A.32	Manual Drain Valve	(1)	EA	\$270.00	\$ (270.00)
IR 1A.33	Quick Coupling Valve	(2)	EA	\$215.00	\$ (430.00)
IR 1A.35	Electric Control Valve - 2" dia.	(1)	EA	\$435.00	\$ (435.00)
IR 1A.36	Electric Control Valve - 1-1/2" dia.	2	EA	\$310.00	\$ 620.00
IR 1A.37	Electric Control Valve - 1" dia.	(1)	EA	\$265.00	\$ (265.00)
IR 1A.41	PVC Mainline w/ fittings and Thrust Blocking - 3"	(30)	LF	\$19.25	\$ (577.50)
IR 1A.42	PVC Mainline w/ fittings - 2.5" DIA	40	LF	\$3.70	\$ 148.00
IR 1A.43	PVC Mainline w/ fittings - 2" DIA	(5)	LF	\$3.00	\$ (15.00)
IR 1A.45	Non-potable Marking Tape	5	LF	\$0.15	\$ 0.75
IR 1A.46	PVC Lateral - 2.5" DIA	(20)	LF	\$3.70	\$ (74.00)
IR 1A.47	PVC Lateral - 2" DIA	(34)	LF	\$3.00	\$ (102.00)
IR 1A.48	PVC Lateral - 1.5" DIA	(16)	LF	\$2.60	\$ (41.60)
IR 1A.49	PVC Lateral - 1.25" DIA	(95)	LF	\$2.40	\$ (228.00)
IR 1A.50	PVC Lateral - 1" DIA	(690)	LF	\$2.25	\$ (1,552.50)
IR 1A.52	Sleeve - 6" DIA	(55)	LF	\$13.00	\$ (715.00)
IR 1A.53	Sleeve - 4" DIA	(45)	LF	\$10.00	\$ (450.00)
IR 1A.54	Sleeve - 2" DIA	(278)	LF	\$8.00	\$ (2,224.00)
*LS 1A.71.5	(CVW) Crataegus virdus 'Winter King' Hawthorn	6	EA	\$490.00	\$ 2,940.00
*LS 1A.71.3	(BCS) Bouteloua curtipendula Sideoats Grama Grass	273	EA	\$12.00	\$ 3,276.00
ALT- 1A	Rain Bird Booster Pump - Model #CPL-05-EAC	(1)	EA	\$16,400.00	\$ (16,400.00)
ALT - 1A	Rain Bird Booster Pump (AC LP pump)	1	EA	\$26,880.00	\$ 26,880.00

\*Indicates New Item

**Bid Schedule 1A Total \$ 12,759.05**



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule - Phase 1B</b>					
LS 1B.1	Fine Grading, Site Prep	735	SF	\$0.03	\$ 22.05
LS 1B.2	Soil Amendment	4	CY	\$50.00	\$ 200.00
LS 1B.4	Soil Testing	(1)	EA	\$355.00	\$ (355.00)
LS 1B.43	(PFM) Potentilla Fruticosa Mckay's WhiteMckay's White Potentilla	(12)	EA	\$32.00	\$ (384.00)
LS 1B.62	Sod	750	SF	\$0.65	\$ 487.50
LS 1B.63	Native Seed	(15)	SF	\$0.07	\$ (1.05)
IR 1B.7	Two-Wire Cable	(3,228)	LF	\$0.75	\$ (2,421.00)
IR 1B.14	Copper Piping - 1-1/2" dia.	10	LF	\$38.00	\$ 380.00
IR 1B.18	6" Rotor Head	(7)	EA	\$41.00	\$ (287.00)
IR 1B.23	Drip - supply tubing	5	LF	\$2.30	\$ 11.50
IR 1B.24	Drip Emitter Tubing w/ fittings	(220)	LF	\$2.45	\$ (539.00)
IR 1B.32	Manual Drain Valve	5	EA	\$270.00	\$ 1,350.00
IR 1B.41	PVC Mainline w/ fittings - 2.5" DIA	(51)	LF	\$3.70	\$ (188.70)
IR 1B.42	PVC Mainline w/ fittings - 2" DIA	(46)	LF	\$3.00	\$ (138.00)
IR 1B.44	Non-potable Marking Tape	(97)	LF	\$0.15	\$ (14.55)
IR 1B.46	PVC Lateral - 2" DIA	(20)	LF	\$3.00	\$ (60.00)
IR 1B.47	PVC Lateral - 1.5" DIA	(35)	LF	\$2.60	\$ (91.00)
IR 1B.48	PVC Lateral - 1.25" DIA	(38)	LF	\$2.40	\$ (91.20)
IR 1B.49	PVC Lateral - 1" DIA	(515)	LF	\$2.25	\$ (1,158.75)
IR 1B.51	Sleeve - 6" DIA	(30)	LF	\$12.00	\$ (360.00)
IR 1B.52	Sleeve - 4" DIA	(30)	LF	\$8.75	\$ (262.50)
IR 1B.53	Sleeve - 2" DIA	(25)	LF	\$6.50	\$ (162.50)
ALT: 1B	Rain Bird Booster Pump - Model #CLP-03-CAC	(1)	EA	\$15,600.00	\$ (15,600.00)
ALT: 1B	<i>Rain Bird Booster Pump</i>	1	EA	\$26,125.00	\$ 26,125.00

\*Indicates New Item

**Bid Schedule 1B Total \$ 6,461.80**



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule - Phase 1C</b>					
1C LS.1	Fine Grading, Site Prep	135	SF	\$0.05	\$ 6.75
1C LS.2	Soil Amendment	(1)	CY	\$50.00	\$ (50.00)
1C LS.3	Soil Amendment	(2)	CY	\$62.00	\$ (124.00)
1C LS.34	(CRR) Centranthus RuberRed Valerian	16	EA	\$12.00	\$ 192.00
1C LS.46	Native Seed	(225)	SF	\$0.07	\$ (15.75)
1C LS.51	Weed Barrier Fabric	(230)	SF	\$0.15	\$ (34.50)
1C LS.53	Concrete Walk	1,075	SF	\$7.50	\$ 8,062.50
1C LS.55	Crusher Fines	(95)	SF	\$1.75	\$ (166.25)
IR 1C.6	Two-Wire Decoder	(3)	EA	\$140.00	\$ (420.00)
IR 1C.7	Two-Wire Cable	1,000	LF	\$0.75	\$ 750.00
IR 1C.10	Water Conditioner	1	EA	\$3,700.00	\$ 3,700.00
IR 1C.24	Drip Line Blow-Out Stub	1	EA	\$125.00	\$ 125.00
IR 1C.25	Drip - supply tubing	91	LF	\$2.30	\$ 209.30
IR 1C.26	Drip Emitter Tubing w/ fittings	(8)	LF	\$2.45	\$ (19.60)
IR 1C.33	Gate Valve - 1-1/2" dia.	2	EA	\$120.00	\$ 240.00
IR 1C.45	PVC Mainline w/ fittings - 1.5" DIA	(25)	LF	\$2.60	\$ (65.00)
IR 1C.46	Non-potable Marking Tape	(300)	LF	\$0.13	\$ (39.00)
IR 1C.51	PVC Lateral - 1" DIA	(680)	LF	\$2.25	\$ (1,530.00)
IR 1C.54	Sleeve - 6" DIA	(6)	LF	\$13.00	\$ (78.00)
IR 1C.54	Sleeve - 4" DIA	(26)	LF	\$9.00	\$ (234.00)
IR 1C.55	Sleeve - 2" DIA	(87)	LF	\$6.50	\$ (565.50)
ALT: 1C	RainBird Booster Pump - Model #CPL-03-CAC	(1)	EA	\$14,200.00	\$ (14,200.00)
ALT: 1C	RainBird Booster Pump	1	EA	\$24,745.00	\$ 24,745.00

\*Indicates New Item

**Bid Schedule 1C Total \$ 20,488.95**



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<b>Bid Schedule - Ragweed Draw</b>					
RW1	Fine Grading, Site Prep	15,101	SF	\$0.03	\$ 453.03
RW2	Soil Amendment - 5 CY / 1,000 SF, Shrub beds & Sod	3	CY	\$50.00	\$ 150.00
RW3	Soil Amendment - 3 CY / 1,000 SF, Shrub beds & Sod	43	CY	\$61.00	\$ 2,623.00
RW24	(BTB) Berberis Thunbergii 'Burgundy Carousel' Japanese Barberry	(31)	EA	\$36.00	\$ (1,116.00)
RW29	(RTT) Rhus trilobata Sumac, Three Leaf	(27)	EA	\$33.00	\$ (891.00)
RW34	(AHH) Agastache 'Heatwave' Hyssop, Heatwave	(17)	EA	\$10.00	\$ (170.00)
RW37	(CRR) Centranthus ruber Valerian, Red	38	EA	\$10.00	\$ 380.00
RW42	Native Seed - PBSI Native Seed Mix	4,125	SF	\$0.07	\$ 288.75
RW43	Native Seed - PBSI Low Grow Seed Mix	2,796	SF	\$0.07	\$ 195.72
RW44	Native Seed - UDFCD- Upland Area Seed Mix- Loamy to Sandy Soils	(1,460)	SF	\$0.10	\$ (146.00)
RW45	Native Seed - UDFCD- Riparian Seed Mix- Loamy to Sandy Soils	8,857	SF	\$0.09	\$ 797.13
RW46	Rock Mulch - Shrub Bed, 1-1/2" Horizon Cobble 3" Depth, Minimum	783	SF	\$1.30	\$ 1,017.90
RW47	Shredded Cedar Mulch - 3" Depth, Minimum	188	SF	\$0.80	\$ 150.40
RW49	Weed Barrier Fabric	783	EA	\$0.15	\$ 117.45
*RW60	(GDE) Gymnocladus dioicus 'Espresso' Kentucky Coffeetree, Espresso	7	EA	\$505.00	\$ 3,535.00
*RW61	(GTI) Gleditsia triacanthos, Imperial Honeylocust, Imperial	2	EA	\$450.00	\$ 900.00
*RW62	(GTI) Gleditsia triacanthos, Shademaster Honeylocust, Shademaster	4	EA	\$450.00	\$ 1,800.00
*RW63	(SJP) Sophora japonica Japanese Pagoda Tree	2	EA	\$515.00	\$ 1,030.00
ALT: PH1 RW	Rain Bird Booster Pump - Model #CLP-03-ACC	(2)	EA	\$15,500.00	\$ (31,000.00)
ALT: PH1 RW	Rain Bird Booster Pump	2	EA	\$26,650.00	\$ 53,300.00
<b>Bid Schedule Ragweed Total</b>				<b>\$</b>	<b>33,415.38</b>

\*Indicates New Item

**DCN#4 Total: \$73,125.18**



_____	<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)

Designscapes Proposal  
#07;Terracina &  
Hydrosystems Quantity  
Revision Spreadsheets

COMMENTS

SCHEDULE ERECTED/PLACEMENT DATE(S)\_\_\_\_\_

ORIGINATOR: **JR ENGINEERING**

DATE: **4/21/2022**

DISTRIBUTION (Check as applicable)

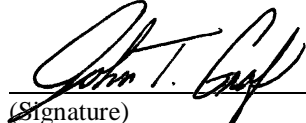
☒ OAKWOOD HOMES, Construction Manager: Ardell Prins

☒ JR ENGINEERING Contract Administration: Tim Graf/Michele Tom

☒ REUNION METRO DISTRICT: Raul Martinez/Aaron Clutter

☒ DESIGNSCAPES COLORADO, Contractor: Dirk Gruber, Jim Brister, Kelly Steinkuehler

JR ENGINEERING

  
(Signature)

4-21-2022  
Date





15440 East Fremont - Centennial, Colorado, 80112 - 303.721.9003 - 303-531-7670 fax

<b>To:</b>	Reunion Metro District	<b>Contact:</b>	Tim Graf
<b>Address:</b>	17910 Parkside Drive North Commerce City, CO 80022 US	<b>Phone:</b>	303-288-5431
		<b>Fax:</b>	
<b>Project Name:</b>	Reunion Ridge Ph.1 F1 - P#07 DCN#4	<b>Bid Number:</b>	P#07 DCN#4
<b>Project Location:</b>	104th Ave & Vaughn Way, Commerce City, CO	<b>Bid Date:</b>	4/13/2022

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>001: DCN#4 - PHASE 1A</b>						
001	1A	FINE GRADING & SITE PREP	520.00	SF	\$0.03	\$15.60
002	1A	SOIL AMENDMENT (4 CY/ 1000 FOR SOD & 5 CY/ 1000 FOR SHRUBS)	2.00	CY	\$59.00	\$118.00
003	1A	SOIL TESTING	-3.00	EACH	\$354.00	(\$1,062.00)
004	1A	CHINKAPIN OAK - 2" CAL	1.00	EACH	\$490.00	\$490.00
005	1A	THUNDERCHILD CRABAPPLE - 2" CAL	-1.00	EACH	\$480.00	(\$480.00)
006	1A	SOD	520.00	SF	\$0.65	\$338.00
007	1A	TWO-WIRE SURGE ARRESTOR	1.00	EACH	\$200.00	\$200.00
008	1A	TWO-WIRE CABLE	235.00	LF	\$0.66	\$155.10
009	1A	6" ROTOR HEAD	5.00	EACH	\$41.00	\$205.00
010	1A	12" HI-POP ROTOR HEAD	3.00	EACH	\$55.00	\$165.00
011	1A	DRIP LINE BLOW-OUT STUB	-1.00	EACH	\$100.00	(\$100.00)
012	1A	DRIP-SUPPLY TUBING	29.00	LF	\$2.30	\$66.70
013	1A	DRIP EMITTER TUBING W/ FITTINGS	1,025.00	LF	\$2.50	\$2,562.50
014	1A	MANUAL DRAIN VALVE - 3/4"	-1.00	EACH	\$270.00	(\$270.00)
015	1A	QUICK COUPLING VALVE	-2.00	EACH	\$215.00	(\$430.00)
016	1A	CONTROL VALVE - 2"	-1.00	EACH	\$435.00	(\$435.00)
017	1A	CONTROL VALVE - 1.5"	2.00	EACH	\$310.00	\$620.00
018	1A	CONTROL VALVE - 1"	-1.00	EACH	\$265.00	(\$265.00)
019	1A	PVC MAINLINE W/ FITTINGS & THRUST BLOCKING - 3"	-30.00	LF	\$19.25	(\$577.50)
020	1A	PVC MAINLINE - 2.5"	40.00	LF	\$3.70	\$148.00
021	1A	PVC MAINLINE - 2"	-5.00	LF	\$3.00	(\$15.00)
022	1A	NON-POTABLE MARKING TAPE	5.00	LF	\$0.15	\$0.75
023	1A	PVC LATERAL - 2.5"	-20.00	LF	\$3.70	(\$74.00)
024	1A	PVC LATERAL - 2"	-34.00	LF	\$3.00	(\$102.00)
025	1A	PVC LATERAL - 1.5"	-16.00	LF	\$2.60	(\$41.60)
026	1A	PVC LATERAL - 1.25"	-95.00	LF	\$2.40	(\$228.00)
027	1A	PVC LATERAL - 1"	-690.00	LF	\$2.25	(\$1,552.50)
028	1A	SLEEVE - 6"	-55.00	LF	\$13.00	(\$715.00)
029	1A	SLEEVE - 4"	-45.00	LF	\$10.00	(\$450.00)
030	1A	SLEEVE - 2"	-278.00	LF	\$8.00	(\$2,224.00)
031	1A	WINTER KING HAWTHORNE - 2" CAL (UNIT PRICE PH.1B)	6.00	EACH	\$490.00	\$2,940.00
032	1A	SIDEOATS GRAMA GRASS #1 (UNIT PRICE)	273.00	EACH	\$12.00	\$3,276.00
033	ALT: 1A	RAINBIRD BOOSTER PUMP - MODEL#CLP-05-EAC (INSTALL PER DETAIL)	-1.00	EACH	\$16,400.00	(\$16,400.00)
034	ALT: 1A	RAINBIRD BOOSTER PUMP - MODEL#ACLP05EAC6 PUMP (POC #1 / SHEET IR.4)	1.00	EACH	\$26,880.00	\$26,880.00

**Total Price for above 001: DCN#4 - PHASE 1A Items: \$12,759.05**



Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>002: DCN#4 - PHASE 1B</b>						
035	1B	FINE GRADING & SITE PREP	735.00	SF	\$0.03	\$22.05
036	1B	SOIL AMENDMENT (4 CY/ 1000 FOR SOD & 5 CY/ 1000 FOR SHRUBS) (SOD & SHRUB BEDS)	4.00	CY	\$50.00	\$200.00
037	1B	SOIL TESTING	-1.00	EACH	\$355.00	(\$355.00)
038	1B	MCKAYS WHITE POTENTILLA #5	-12.00	EACH	\$32.00	(\$384.00)
039	1B	SOD	750.00	SF	\$0.65	\$487.50
040	1B	NATIVE SEED	-15.00	SF	\$0.07	(\$1.05)
041	1B	TWO-WIRE CABLE	-3,228.00	LF	\$0.75	(\$2,421.00)
042	1B	COPPER PIPING - 1.5" DIA	10.00	LF	\$38.00	\$380.00
043	1B	6" ROTOR HEAD	-7.00	EACH	\$41.00	(\$287.00)
044	1B	DRIP-SUPPLY TUBING	5.00	LF	\$2.30	\$11.50
045	1B	DRIP EMITTER TUBING W/ FITTINGS	-220.00	LF	\$2.45	(\$539.00)
046	1B	MANUAL DRAIN VALVE	5.00	EACH	\$270.00	\$1,350.00
047	1B	PVC MAINLINE - 2.5"	-51.00	LF	\$3.70	(\$188.70)
048	1B	PVC MAINLINE - 2"	-46.00	LF	\$3.00	(\$138.00)
049	1B	NON-POTABLE MARKING TAPE	-97.00	LF	\$0.15	(\$14.55)
050	1B	PVC LATERAL - 2"	-20.00	LF	\$3.00	(\$60.00)
051	1B	PVC LATERAL - 1.5"	-35.00	LF	\$2.60	(\$91.00)
052	1B	PVC LATERAL - 1.25"	-38.00	LF	\$2.40	(\$91.20)
053	1B	PVC LATERAL - 1"	-515.00	LF	\$2.25	(\$1,158.75)
054	1B	SLEEVE - 6"	-30.00	LF	\$12.00	(\$360.00)
055	1B	SLEEVE - 4"	-30.00	LF	\$8.75	(\$262.50)
056	1B	SLEEVE - 2"	-25.00	LF	\$6.50	(\$162.50)
057	ALT: 1B	RAINBIRD BOOSTER PUMP - MODEL#CLP-03-CAC (INSTALL PER DETAIL)	-1.00	EACH	\$15,600.00	(\$15,600.00)
058	ALT: 1B	RAINBIRD BOOSTER PUMP - MODEL#ACLP03AAC6 (POC #2 / SHEET IR.7)	1.00	EACH	\$26,125.00	\$26,125.00
<b>Total Price for above 002: DCN#4 - PHASE 1B Items:</b>						<b>\$6,461.80</b>

#### 003: DCN#4 - PHASE 1C

059	1C	FINE GRADING & SITE PREP	135.00	SF	\$0.05	\$6.75
060	1C	SOIL AMENDMENT (4 CY/ 1000 FOR SOD & 5 CY/ 1000 FOR SHRUBS) (SOD & SHRUB BEDS)	-1.00	CY	\$50.00	(\$50.00)
061	1C	SOIL AMENDMENT (3 CY / 1000) (NATIVE SEED & LOW GROW MIX)	-2.00	CY	\$62.00	(\$124.00)
062	1C	RED VALERIAN #1	16.00	EACH	\$12.00	\$192.00
063	1C	NATIVE SEED	-225.00	SF	\$0.07	(\$15.75)
064	1C	WEED BARRIER FABRIC	-230.00	SF	\$0.15	(\$34.50)
065	1C	CONCRETE WALK - 6" THICK	1,075.00	SF	\$7.50	\$8,062.50
066	1C	CRUSHER FINES - 4" THICK	-95.00	SF	\$1.75	(\$166.25)
067	1C	TWO-WIRE DECODER	-3.00	EACH	\$140.00	(\$420.00)
068	1C	TWO-WIRE CABLE	1,000.00	LF	\$0.75	\$750.00
069	1C	WATER CONDITIONER	1.00	EACH	\$3,700.00	\$3,700.00
070	1C	DRIP LINE BLOW-OUT STUB	1.00	EACH	\$125.00	\$125.00
071	1C	DRIP-SUPPLY TUBING	91.00	LF	\$2.30	\$209.30
072	1C	DRIP EMITTER TUBING W/ FITTINGS	-8.00	LF	\$2.45	(\$19.60)
073	1C	GATE VALVE - 1.5" DIA	2.00	EACH	\$120.00	\$240.00
074	1C	PVC MAINLINE - 1.5"	-25.00	LF	\$2.60	(\$65.00)
075	1C	NON-POTABLE MARKING TAPE	-300.00	LF	\$0.13	(\$39.00)
076	1C	PVC LATERAL - 1"	-680.00	LF	\$2.25	(\$1,530.00)
077	1C	SLEEVE - 4"	-26.00	LF	\$9.00	(\$234.00)
078	1C	SLEEVE - 2"	-87.00	LF	\$6.50	(\$565.50)
079	ALT: 1C	RAINBIRD BOOSTER PUMP - MODEL#CLP-03-CAC (INSTALL PER DETAIL)	-1.00	EACH	\$14,200.00	(\$14,200.00)
080	ALT: 1C	RAINBIRD BOOSTER PUMP - MODEL#ACLP03AAC6	1.00	EACH	\$24,745.00	\$24,745.00
<b>Total Price for above 003: DCN#4 - PHASE 1C Items:</b>						<b>\$20,566.95</b>



Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>004: DCN4 - RAGWEED DRAW</b>						
081	PH.1 RW	FINE GRADING & SITE PREP	15,101.00	SF	\$0.03	\$453.03
082	PH.1 RW	SOIL AMENDMENT (4 CY/ 1000 FOR SOD & 5 CY/ 1000 FOR SHRUBS)	3.00	CY	\$50.00	\$150.00
083	PH.1 RW	SOIL AMENDMENT (3 CY / 1000) (NATIVE SEED & LOW GROW MIX)	43.00	CY	\$61.00	\$2,623.00
084	PH.1 RW	BURGUNDY CAROUSEL JAPANESE BARBERRY #5	-31.00	EACH	\$36.00	(\$1,116.00)
085	PH.1 RW	THREE LEAF SUMAC #5	-27.00	EACH	\$33.00	(\$891.00)
086	PH.1 RW	HEATWAVE HYSSOP - 4" POTS	-17.00	EACH	\$10.00	(\$170.00)
087	PH.1 RW	RED VALERIAN - 4" POTS	38.00	EACH	\$10.00	\$380.00
088	PH.1 RW	NATIVE SEED - PBSI NATIVE SEED MIX	4,125.00	SF	\$0.07	\$288.75
089	PH.1 RW	NATIVE SEED - PBSI LOW GROW SEED MIX	2,796.00	SF	\$0.07	\$195.72
090	PH.1 RW	NATIVE SEED - UDFCD UPLAND AREA SEED MIX	-1,460.00	SF	\$0.10	(\$146.00)
091	PH.1 RW	NATIVE SEED - UDFCD RIPARIAN AREA SEED MIX	8,857.00	SF	\$0.09	\$797.13
092	PH.1 RW	ROCK MULCH - 1.5" HORIZON - 3" DEPTH	783.00	SF	\$1.30	\$1,017.90
093	PH.1 RW	SHREDDED CEDAR MULCH - 3" DEPTH	188.00	SF	\$0.80	\$150.40
094	PH.1 RW	WEED BARRIER FABRIC	783.00	SF	\$0.15	\$117.45
095	PH.1 RW	ESPRESSO KENTUCKY COFFEETREE - 2" CAL (UNIT PRICE PH.1B)	7.00	EACH	\$505.00	\$3,535.00
096	PH.1 RW	IMPERIAL HONEYLOCUST - 2" CAL (UNIT PRICE PH.1B)	2.00	EACH	\$450.00	\$900.00
097	PH.1 RW	SHADEMASTER HONEYLOCUST - 2" CAL	4.00	EACH	\$450.00	\$1,800.00
098	PH.1 RW	JAPANESE PAGODA TREE - 2" CAL (UNIT PRICE PH. 1B)	2.00	EACH	\$515.00	\$1,030.00
099	ALT: PH.1 RW	RAINBIRD BOOSTER PUMP - MODEL#CLP-03-AAC (INSTALL PER DETAIL)	-2.00	EACH	\$15,500.00	(\$31,000.00)
100	ALT: PH.1 RW	RAINBIRD BOOSTER PUMP - MODEL#ACLP05DAC (POC #3 & #4)	2.00	EACH	\$26,650.00	\$53,300.00
<b>Total Price for above 004: DCN4 - RAGWEED DRAW Items:</b>						<b>\$33,415.38</b>

**Total Bid Price: \$73,203.18**

**Payment Terms:**

Payment due within 30 days of date of invoice.

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Colorado Designscares, Inc.**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** Jim Brister

303.721.9003 jbrister@designscapes.org



The following quantity sheets were provided by Terracina on 12/17/21 (landscape) and 1/31/22 (irrigation)

265

12/22/2021

Reunion Ridge Phase 1A, Landscape Bid Tab

Item	100% Architect's Quantity	Unit	Unit Cost	Estimate	Notes
<b>Site Work</b>					
Fine Grading, Site Prep	242,780	SF		\$ -	
Soil Amendment	350	CY		\$ -	5 CY / 1,000 SF (Sod and Shrub Beds)
Soil Amendment	472	CY		\$ -	3 CY / 1,000 SF (Native Seed and Low Grow Mix)
Soil Testing	3	EA		\$ -	
<b>Subtotal</b>				\$ -	
<b>Landscape</b>					
<b>Deciduous Shade Tree</b>					<b>2" Cal., B&amp;B</b>
(AGB) Aesculus Galabra Ohio Buckeye	5	EA		\$ -	
(CSC) Catalpa Speciosa Western Catalpa	4	EA		\$ -	
(COH) Celtis Occidentalis Western Hackberry	5	EA		\$ -	
(PAB) Platanus X Acerifolia Bloodgood Bloodgood Planetree	4	EA		\$ -	
(QMO) Quercus Macrocarpa Bur Oak	1	EA		\$ -	
(QCO) Quercus Muehlenbergii Chinkapin Oak	8	EA		\$ -	
(QRO) Quercus Robur English Oak	14	EA		\$ -	
(QSO) Quercus Shumardi Shumard Oak	3	EA		\$ -	
(SJP) Sophora Japonica Japanese Pagoda Tree	3	EA		\$ -	
(TCG) Tilia Cordata Greenspire Greenspire Linden	9	EA		\$ -	
(UAP) Ulmus Americana Princeton Princeton American Elm	4	EA		\$ -	
(UFE) Ulmus Frontier Frontier Elm	2	EA		\$ -	
(UTE) Ulmus X Triumph Triumph Elm	3	EA		\$ -	
<b>Deciduous Ornamental Tree</b>					<b>2.0" Cal., B&amp;B</b>
(CCG) Crataegus Crus-Galli Inermis Thornless Cockspur Hawthorn	8	EA		\$ -	
(CVW) Crataegus virdus 'Winter King' Hawthorn, Winterking	6	EA		\$ -	
(MCC) Malus Coralburst Coralburst Crabapple	5	EA		\$ -	
(MRR) Malus Royal Raindrops Royal Raindrops Crabapple	6	EA		\$ -	
(MSS) Malus Spring Snow Spring Snow Crabapple	16	EA		\$ -	
(MTC) Malus Thunderchild Thunderchild Crabapple	2	EA		\$ -	
(QRF) Quercus Robue Fastigiata Pyramidal European Hornbeam	18	EA		\$ -	
(PMC) Prunus Maackii Amur Chokecherry	1	EA		\$ -	
(PCC) Prunus calleryana 'Capitol Capitol Pear	8	EA		\$ -	
<b>Deciduous Ornamental Tree</b>					<b>6-8' HT., Multi-Stem B&amp;B</b>
(AAS) Amelanchier Anifolia Saskatoon Serviceberry	3	EA		\$ -	
(ASM) Acer Saccharum Hot Wings Hot Wings Serviceberry	13	EA		\$ -	



Evergreen Tree					6' HT., B&B
(PAP) Pinus Aristata Bristlecone Pine	4	EA		\$ -	
(PE) Pinus Edulis Pinon Pine	29	EA		\$ -	
(PN) Pinus Nigra Austrian Pine	32	EA		\$ -	
(PP) Pinus Ponderosa Ponderosa Pine	21	EA		\$ -	
(PS) Pinus Sylvestris Scotch Pine	6	EA		\$ -	
Deciduous Shrub					#5 Cont.
(ACL) Amorpha Canescens Leadplant	25	EA		\$ -	
(ACS) Artemisia Cana Silver Sagebrush	5	EA		\$ -	
(BDB) Buddleja Davidii 'Black Night Purple Butterfly Bush	20	EA		\$ -	
(CCB) Caryopteris x Clandonensis 'Blue Mist' Blue Mist Spirea	14	EA		\$ -	
(CNA) Chrysothamnus Nauseosus Albicaulis Tall Blue Rabbitbrush	5	EA		\$ -	
(EAC) Euonymus Alatus Compactus Dwarf Burning Bush	22	EA		\$ -	
(PAR) Perovskia Atriplicifolia Russian Sage	52	EA		\$ -	
(POL) Physocarpus Opulifolius Little Devil Little Devil Ninebark	62	EA		\$ -	
(PFM) Potentilla Fruticosa McKay's White McKay's White Potentilla	44	EA		\$ -	
(PBP) Prunus Besseyi Pawnee Buttes Creeping Western Sandcherry	136	EA		\$ -	
(RAG) Rhus Aromatica Gro-Low Grow Low Sumac	26	EA		\$ -	
(RKY) Rosa Knock Out Sunny Sunny Knock Out Rose	17	EA		\$ -	
(RMM) Rosa X Meidiland Magic Magic Meidiland Rose	26	EA		\$ -	
(YFG) Yucca Filamentosa Golden Sword Golden Sword Variegated Yucca	29	EA		\$ -	
Evergreen Shrub					#5 Cont.
(JCA) Juniperus Chinensis Armstrongii Armstrong Juniper	24	EA		\$ -	
(JCG) Juniperus Communis 'Green Carpet' Green Carpet Juniper	142	EA		\$ -	
(JHB) Juniperus Horizontalis Bar Harbour Bar Harbour Juniper	41	EA		\$ -	
Ornamental Grass					#1 Cont.
(PAH) Pennisetum Alopecuroides 'Hameln' Dwarf Fountain Grass	155	EA		\$ -	
(BCS) Bouteloua curtipendula Sideoats Grama Grass	273	EA		\$ -	
(SSB) Schizachyrium Scoparium 'Blaze' Little Bluestem Grass	226	EA		\$ -	
(SWG) Sporobolus Wrightii Giant Sacaton Grass	70	EA		\$ -	



Perennial					F15 (If F15 containers not available use #1 container)
(ACD) Agastache Cana Double Bubblemint	99	EA		\$ -	
(AMT) Achillea Millefolium 'Terra Cotta' Terra Cotta Yarrow	46	EA		\$ -	
(AMY) Achillea 'Moonshine' Moonshine Yarrow	63	EA		\$ -	
(ARS) Agastache Rupestris Sunset Hyssop	77	EA		\$ -	
(CDG) Campanula 'Dickson's Gold' Dickson's Gold Bellflower	177	EA		\$ -	
(CRR) Centranthus Ruber Red Valerian	60	EA		\$ -	
(CVM) Coreopsis Verticillata 'Moonbeam' Moonbeam Coreopsis	65	EA		\$ -	
(EPP) Echinacea Purpurea Purple Coneflower	15	EA		\$ -	
(GLW) Gaura Lindheimeri Whirling Butterflies	143	EA		\$ -	
(HSO) Hemerocallis 'Stella De Oro' Dwarf Gold Daylily	36	EA		\$ -	
(KSE) Kniphofia 'Stark's Early Hybrids' Torch Lily, Red	57	EA		\$ -	
(LSB) Leucanthemum X Superbum 'Becky' Shasta Daisy	47	EA		\$ -	
(RFG) Rudbeckia Fulgida 'Goldstrum' Black-Eyed Susan	40	EA		\$ -	
(PAJ) Persicaria affinis Himalayan Border Jewel	299	EA		\$ -	
(SNM) Salvia Numerosa 'May Night' May Night Salvia	153	EA		\$ -	
(ZGO) Zauschneria Garrettii Orange Carpet Creeping Hummingbird Trumpet	63	EA		\$ -	
Sod	20,150	SF		\$ -	
Native Seed	101,300	SF		\$ -	
Low Grow Seed Mix	56,135	SF		\$ -	
Rock Mulch	900	SF		\$ -	5"-12"- Grey Rose Cobble 3" Depth, Minimum
Rock Mulch	14,425	SF		\$ -	.75"-1.5"- Horizon 3" Depth, Minimum
Rock Mulch	49,870	SF		\$ -	1.5-3" Horizon 3" Depth, Minimum
Shredded Cedar Mulch	2,350	SF		\$ -	3" Depth, Minimum
Steel Edging	5,575	LF		\$ -	6", Roll Top
Weed Barrier Fabric	65,195	SF		\$ -	
CMU Block Wall with Conc. Spread Footing	2,000	FF		\$ -	This is for the core of the wall only. Caps and Veneer are a separate line item
Faux Corten Steel Panels	1,500	SF		\$ -	
Pre-Cast Conc. Cap	520	SF		\$ -	Raised Planters
<b>Subtotal</b>				\$ -	
<b>Subtotal</b>				\$ -	
<b>General</b>					
General Requirements		LS		\$ -	
Mobilization		LS		\$ -	
Maintenance		LS		\$ -	One Year
<b>Grand Total</b>				\$ -	



## Reunion Ridge Phase 1B, Landscape Bid Tab

Item	100% Architect's Quantity	Unit	Unit Cost	Estimate	Notes
<b>Site Work</b>					
Fine Grading, Site Prep	118,130	SF		\$ -	
Soil Amendment	253	CY		\$ -	5 CY / 1,000 SF (Sod and Shrub Beds)
Soil Amendment	203	CY		\$ -	3 CY / 1,000 SF (Native Seed)
Soil Testing	2	EA		\$ -	
<b>Subtotal</b>				\$ -	
<b>Landscape</b>					
<b>Deciduous Shade Tree</b>					<b>2" Cal., B&amp;B</b>
(AGB) Aesculus Galabra Ohio Buckeye	1	EA		\$ -	
(CSC) Catalpa Speciosa Western Catalpa	5	EA		\$ -	
(COH) Celtis Occidentalis Western Hackberry	9	EA		\$ -	
(GDE) Gledetsia Dioicus Espresso Seedless Kentucky Coffeetree	7	EA		\$ -	
(GTI) Gledetsia Triacanthos Inermis Imperial Imperial Honeylocust	3	EA		\$ -	
(GTS) Gledetsia Tricanthos Inermis Skyline Skyline Honeylocust	3	EA		\$ -	
(PAB) Platanus X Acerifolia Bloodgood Bloodgood Planetree	2	EA		\$ -	
(QCO) Quercus Muehlenbergii Chinkapin Oak	4	EA		\$ -	
(QSO) Quercus Shumardi Shumard Oak	4	EA		\$ -	
(SJP) Sophora Japonica Japanese Pagoda Tree	1	EA		\$ -	
(TAR) Triacanthos Americana Redmond Redmond Linden	11	EA		\$ -	
(TCG) Tilia Cordata Greenspire Greenspire Linden	2	EA		\$ -	
(UFE) Ulmus Frontier Frontier Elm	4	EA		\$ -	
(UTE) Ulmus X Triumph Triumph Elm	3	EA		\$ -	
<b>Deciduous Ornamental Tree</b>					<b>2.0" Cal., B&amp;B</b>
(CCG) Crataegus Viridis 'Winter King' Winter King Hawthorne	4	EA		\$ -	
(MCC) Malus Coralburst Coralburst Crabapple	1	EA		\$ -	
(MIM) Malus indian Magic Indian Magic Crabapple	3	EA		\$ -	
(MRC) Malus Radiant Radiant Crabapple	2	EA		\$ -	
(MSS) Malus Spring Snow Spring Snow Crabapple	2	EA		\$ -	
(MTC) Malus Thunderchild Thunderchild Crabapple	2	EA		\$ -	
(QCS) Quercus Crimson Spire Crimson Spire Oak	4	EA		\$ -	
(PMC) Prunus Maackii Amur Chokecherry	2	EA		\$ -	



Deciduous Ornamental Tree					6-8' HT., Multi-Stem B&B
(AAS) Amelanchier Anifolia Saskatoon Serviceberry	1	EA		\$ -	
(ACS) Amelanchier Candensis Shadblow Serviceberry	2	EA		\$ -	
(ASM) Acer Saccharum Hot Wings Hot Wings Serviceberry	4	EA		\$ -	
(MRR) Malus Royal Raindrops Royal Raindrop Crabapple	2	EA		\$ -	
(PVS) Prunus Virginiana Shubert Shubert Chokecherry	1	EA		\$ -	
Evergreen Tree					6' HT., B&B
(PE) Pinus Edulis Pinon Pine	1	EA		\$ -	
(PN) Pinus Nigra Austrian Pine	11	EA		\$ -	
(PP) Pinus Ponderosa Ponderosa Pine	3	EA		\$ -	
Deciduous Shrub					#5 Cont.
(ACL) Amorpha Canescens Leadplant	38	EA		\$ -	
(BTB) Berberis Thunbergii 'Burgundy Carousel' Burgundy Carousel Japanese Barberry	25	EA		\$ -	
(CAT) Cotoneaster Adpressus 'Tom Thumb' Tom Thumb Cotoneaster	17	EA		\$ -	
(CCB) Caryopteris x Clandonensis 'Blue Mist' Blue Mist Spirea	47	EA		\$ -	
(CNA) Chrysothamnus Nauseosus Albicaulis Tall Blue Rabbitbrush	3	EA		\$ -	
(EAC) Euonymus Alatus Compactus Dwarf Burning Bush	22	EA		\$ -	
(PAR) Perovskia Atriplicifolia Russian Sage	8	EA		\$ -	
(PCP) Prunus X Cistena Purple Leaf Plum	22	EA		\$ -	
(PFM) Potentilla Fruticosa McKay's White McKay's White Potentilla	0	EA		\$ -	
(POL) Physocarpus Opulifolius Little Devil Little Devil Ninebark	7	EA		\$ -	
(RAG) Rhus Aromatica Gro-Low Grow Low Sumac	14	EA		\$ -	
(RMM) Rosa X Meidiland Magic Magic Meidiland Rose	10	EA		\$ -	
(RKD) Rosa Double Knockout Double Knock Out Rose	11	EA		\$ -	
(RKY) Rosa Knock Out Sunny Sunny Knock Out Rose	10	EA		\$ -	
(RTT) Rhus Trilobata Three Leaf Sumac	7	EA		\$ -	
Evergreen Shrub					#5 Cont.
(JCA) Juniperus Chinensis Armstrongii Armstrong Juniper	30	EA		\$ -	



Ornamental Grass					#1 Cont.
(AGG) Andropogon Gerardii Big Bluestem Grass	31	EA		\$ -	
(CAK) Calamagrostis Acutiflora 'Karl Foerster' Feather Reed Grass	36	EA		\$ -	
(PAH) Pennisetum Alopecuroides 'Hameln' Dwarf Fountain Grass	185	EA		\$ -	
Perennial					F15 (If F15 containers not available use #1 container)
(ARS) Agastache Rupestris Sunset Hyssop	41	EA		\$ -	
(CRR) Centranthus Ruber Red Valerian	60	EA		\$ -	
(GLW) Gaura Lindheimeri Whirling Butterflies	66	EA		\$ -	
(HSO) Hemerocallis 'Stella De Oro' Dwarf Gold Daylily	56	EA		\$ -	
(LSB) Leucanthemum X Superbum 'Becky' Shasta Daisy	61	EA		\$ -	
(RFG) Rudbeckia Fulgida 'Goldstrum' Black-Eyed Susan	14	EA		\$ -	
(PAJ) Persicaria affinis Himalayan Border Jewel	54	EA		\$ -	
(ZGO) Zauschneria Garrettii Orange Carpet Creeping Hummingbird Trumpet	36	EA		\$ -	
Sod	29,630	SF		\$ -	
Native Seed	57,800	SF		\$ -	
Low Grow Native Seed	9,800	SF		\$ -	
Rock Mulch	20,900	SF		\$ -	1.5-3" Horizon
Shredded Cedar Mulch	1,075	SF		\$ -	3" Depth, Minimum
Steel Edging	2,270	LF		\$ -	3" Depth, Minimum
Weed Barrier Fabric	20,900	SF		\$ -	6", Roll Top
<b>Subtotal</b>				\$ -	
<b>Subtotal</b>				\$ -	
General					
General Requirements		LS		\$ -	
Mobilization		LS		\$ -	
Maintenance		LS		\$ -	One Year
<b>Grand Total</b>				\$ -	



## Reunion Ridge Phase 1C, Landscape Bid Tab

Item	100% Architect's Quantity	Unit	Unit Cost	Estimate	Notes
<b>Site Work</b>					
Fine Grading, Site Prep	48,495	SF		\$ -	
Soil Amendment	123	CY		\$ -	5 CY / 1,000 SF (Sod and Shrub Beds)
Soil Amendment	33	CY		\$ -	3 CY / 1,000 SF (Native Seed)
Soil Testing	1	EA		\$ -	
<b>Subtotal</b>				<b>\$ -</b>	
<b>Landscape</b>					
<b>Deciduous Shade Tree</b>					<b>2" Cal., B&amp;B</b>
(PAB) Platanus X Acerifolia Bloodgood Bloodgood Planetree	3	EA		\$ -	
(TCG) Tilia Cordata Greenspire Greenspire Linden	2	EA		\$ -	
<b>Deciduous Ornamental Tree</b>					<b>2.0" Cal., B&amp;B</b>
(MCC) Malus Coralburst Coralburst Crabapple	3	EA		\$ -	
(MTC) Malus Thunderchild Thunderchild Crabapple	4	EA		\$ -	
(PCA) Pyrus Calleryana Autumn Blaze Autumn Blaze Maple	3	EA		\$ -	
<b>Deciduous Ornamental Tree</b>					<b>6-8' HT., Multi-Stem B&amp;B</b>
(ASM) Acer Saccharum Hot Wings Hot Wings Serviceberry	3	EA		\$ -	
<b>Evergreen Tree</b>					<b>6' HT., B&amp;B</b>
(PGD) Picea Glauca Densata Black Hills Spruce	7	EA		\$ -	
(PPE) Picea Pungens Baby Blue Eyes Baby Blue Eyes Spruce	3	EA		\$ -	
(PN) Pinus Nigra Austrian Pine	4	EA		\$ -	
<b>Deciduous Shrub</b>					<b>#5 Cont.</b>
(ACL) Amorpha Canescens Leadplant	6	EA		\$ -	
(CCB) Caryopteris x Clandonensis 'Blue Mist' Blue Mist Spirea	35	EA		\$ -	
(EAC) Euonymus Alatus Compactus Dwarf Burning Bush	4	EA		\$ -	
(PAR) Perovskia Atriplicifolia Russian Sage	5	EA		\$ -	
(PCP) Prunus X Cistena Purple Leaf Plum	15	EA		\$ -	
(PFG) Potentilla Fruticosa Gold Drop Gold Drop Potentilla	19	EA		\$ -	
(RKD) Rosa Knock Out Double Double Knock Out Shrub Rose	9	EA		\$ -	
(RKY) Rosa Knock Out Sunny Sunny Knock Out Rose	6	EA		\$ -	
(RMP) Rosa X Meidiland Pink Single Pink Shrub Rose	7	EA		\$ -	
(RNW) Rosa 'Nearly Wild' Nearly Wild Shrub Rose	24	EA		\$ -	
(RTT) Rhus Trilobata Three Leaf Sumac	14	EA		\$ -	



<b>Evergreen Shrub</b>					<b>#5 Cont.</b>
(JCA) Juniperus Chinensis Armstrongii Armstrong Juniper	14	EA		\$ -	
<b>Ornamental Grass</b>					<b>F15 (If F15 containers not available use #1 container)</b>
(BGB) Bouteloua Gracilis Blue Grama Grass	50	EA		\$ -	
(PAH) Pennisetum Alopecuroides 'Hameln' Dwarf Fountain Grass	143	EA		\$ -	
(SSB) Schizachyrium Scoparium 'Blaze' Little Bluestem Grass	47	EA		\$ -	
<b>Perennial</b>					<b>#1 Cont.</b>
(ACD) Agastache Cana Double Bubblemint	14	EA		\$ -	
(AMT) Achillea Millefolium 'Terra Cotta' Terra Cotta Yarrow	19	EA		\$ -	
(AMY) Achillea 'Moonshine' Moonshine Yarrow	28	EA		\$ -	
(ARS) Agastache Rupestris Sunset Hyssop	27	EA		\$ -	
(CDG) Campanula 'Dickson's Gold' Dickson's Gold Bellflower	20	EA		\$ -	
(CRR) Centranthus Ruber Red Valerian	48	EA		\$ -	
(CVM) Coreopsis Verticillata 'Moonbeam' Moonbeam Coreopsis	9	EA		\$ -	
(EPP) Echinacea Purpurea Purple Coneflower	10	EA		\$ -	
(GLW) Gaura Lindheimeri Whirling Butterflies	19	EA		\$ -	
(HAR) Hemerocallis 'Autumn Red' Red Daylily	10	EA		\$ -	
(HSO) Hemerocallis 'Stella De Oro' Dwarf Gold Daylily	32	EA		\$ -	
(LSB) Leucanthemum X Superbum 'Becky' Shasta Daisy	14	EA		\$ -	
(RFG) Rudbeckia Fulgida 'Goldstrum' Black-Eyed Susan	15	EA		\$ -	
(SNM) Salvia Numerosa 'May Night' May Night Salvia	33	EA		\$ -	
(PAJ) Persicaria affinis Himalayan Border Jewel	32	EA		\$ -	
(ZGO) Zauschneria Garrettii Orange Carpet Creeping Hummingbird Trumpet	8	EA		\$ -	
Sod	13,890	SF		\$ -	
Native Seed	10,990	SF		\$ -	
Rock Mulch	440	SF		\$ -	5"-12"- Grey Rose Cobble 3" Depth, Minimum
Rock Mulch	10,625	SF		\$ -	1.5-3" Horizon
Shredded Cedar Mulch	290	SF		\$ -	3" Depth, Minimum
Steel Edging	1,640	LF		\$ -	3" Depth, Minimum
Weed Barrier Fabric	14,370	SF		\$ -	6", Roll Top
<b>Subtotal</b>				<b>\$ -</b>	



<b>Park</b>					
Fibar	2,025	SF		\$ -	12" Depth, After Compaction
Concrete Walk	6,650	SF		\$ -	4" Depth, Standard Gray, Smooth Broom Finish
Concrete Walk (Special)	570	SF		\$ -	Standard Gray, Smooth Broom Finish, Scored
Crusher Fines	3,305	SF		\$ -	4" Depth
				\$ -	
Backless Bench	2	EA		\$ -	Maglin Model: MBE-0400-00007
					Manufacturer: Little Tykes (Formally Iron Mountain Forge)
Bbq Grill	1	EA		\$ -	Model: GR102N
					Color: Black, Options: Embedded
					Maglin Models:
Picnic Table 1	2	EA		\$ -	MBT-0210-00029
Picnic Table 2	1	EA		\$ -	MBT-0210-00027
Shade Structure	1	EA		\$ -	Maglin Model: MBT-0400-00004
Trash Receptacle	3	EA		\$ -	Custom 15'-8" x 18'-8" Icon Shelter, preliminary ID #65730
Pet Waste Station	3	EA		\$ -	Maglin Model: MTR-0250-00008
Play Structure	1	EA		\$ -	
Swings	1	EA		\$ -	NU-Edge Play Structure
Spinner	1	EA		\$ -	Max Play Swing Set with 2 belt swings
Play Pit Drain and Clean Out	1	EA		\$ -	Solo Spinner
Play Pit Drainage Pipe	70	LF		\$ -	
Accessible Ramp (Play Pit)	8	SY		\$ -	
MSE Wall	60	LF		\$ -	
<b>Community Garden</b>					
8'x10' Storage Shed on 10'x12' Concrete Pad	1	EA		\$ -	Premier Pro Tall Barn 8x10, 4'x6'7" single shed door, Black door hardware single door, Decorative single door trim -- lower X, Paint: Dove Gray, Trim: Delicate White, weathered wood roof. Translucent roof vent (2), shelving 16" deepth 20 LF, pegboard 62 SF, 16"x8" wall vent - white (2). By Tuff Shet, or eq.
Stock Tanks for raised planters	10	EA		\$ -	6' dia. X 2' ht, stock tank, by Hutchison Western, or eq.
Fence with 8'-0" wide Double Opening Gate	180	LF		\$ -	4"x4" posts @ 8'-0" o.c., 1" x 4" double top and bottom rails, 1" x 4" cap rail, with 2" x 2" galvanized welded wire mesh. All wood for fencing shall be PT cedar and stained.
Planters mix	9	CY		\$ -	50% top soil and 50% potting soil
Bench	2	EA		\$ -	Maglin Model: MBE-0400-00023
<b>Subtotal</b>				\$ -	
<b>Subtotal</b>				\$ -	
<b>General</b>					
General Requirements		LS		\$ -	
Mobilization		LS		\$ -	
Maintenance		LS		\$ -	One Year
<b>Grand Total</b>				\$ -	



## Reunion Ridge Filing 1, Ragweed Draw Channel, Landscape Bid Tab

Item	100% Construction Plan Revisions	Unit	Unit Cost	Line Item Subtotal	Notes
<b>Site Work</b>					
Fine Grading, Site Prep	781,881	SF	\$	-	
Soil Amendment - 5 CY / 1,000 SF, Shrub beds & Sod	68	CY	\$	-	
Soil Amendment - 3 CY / 1,000 SF, Native Seed	2,289	CY	\$	-	
Soil Testing - One (1) Soil Test per Acre	18	EA	\$	-	
<b>Subtotal</b>			\$	-	
<b>Landscape</b>					
<b>Deciduous Tree</b>					
(AGB) Aesculus GalabraBuckeye, Ohio	3	EA	\$	-	2" Cal., B&B
(COH) Celtis occidentalisHackberry, Western	5	EA	\$	-	
(CSC) Catalpa speciosaCatalpa, Western	3	EA	\$	-	
(GME) Gymnocladus dioica's EspressoKentucky Coffeetree, Espresso	7	EA	\$	-	
(GTI) Gleditsia triacanthos, ImperialHoneylocust, Imperial	2	EA	\$	-	
(GTI) Gleditsia triacanthos, ShademasterHoneylocust, Shademaster	4	EA	\$	-	
(SJP) Sophora japonicaJapanese Pagoda Tree	2	EA	\$	-	
(QMO) Quercus macrocarpaOak, Bur	2	EA	\$	-	
(QRO) Quercus roburOak, English	4	EA	\$	-	
(TCG) Tilia cordata, 'Greenspire'Linden, Greenspire	3	EA	\$	-	
(UAP) Ulmus americana'Princeton'Elm, Princeton	4	EA	\$	-	
(UFE) Ulmus FrontierElm, Frontier	6	EA	\$	-	
<b>Deciduous Ornamental Tree</b>					
(MCC) Malus, CoralburstCrabapple, Coralburst	2	EA	\$	-	2" Cal., B&B
(MIM) Malus, Indian MagicCrabapple, Indian Magic	3	EA	\$	-	
(MPC) Malus, PrairiefireCrabapple, Prairiefire	1	EA	\$	-	
(MRR) Malus, Royal RaindropsCrabapple, Royal Raindrop	1	EA	\$	-	
(MSS) Malus, Spring SnowCrabapple, Spring Snow	1	EA	\$	-	
<b>Deciduous Ornamental Tree</b>					
(AAS) Amelanchier AnfoliaSaskatoon Serviceberry	2	EA	\$	-	6-8' HT., Multi-Stem B&B
(CCG) Crataegus crus-galli inermisHawthorn, Cockspur Thornless	2	EA	\$	-	
<b>Evergreen Tree</b>					
(PNH) Pinus nigraPine, Austrian	11	EA	\$	-	6' HT., B&B
(PPD) Pinus ponderosaPine, Ponderosa	1	EA	\$	-	
<b>Evergreen Shrub</b>					
(JCA) Juniperus Chinensis ArmstrongJuniper	7	EA	\$	-	#5 Cont.
<b>Deciduous Shrub</b>					
(ACL) Amorpha CanadensisLeadplant	4	EA	\$	-	#5 Cont.
(BTB) Berberis Thunbergii 'Burgundy Carousel'Burgundy Carousel Japanese Barberry	5	EA	\$	-	
(CCB) Caryopteris x Clandonensis 'Blue Mist'Blue Mist Spirea	22	EA	\$	-	
(PCP) Prunus X CistenaPurple Leaf Plum	6	EA	\$	-	
(PFM) Potentilla Fruticosa McKay's WhiteMcKay's White Potentilla	36	EA	\$	-	
(RKD) Rosa, Double KnockoutRose, Double Knockout	35	EA	\$	-	
(RTT) Rhus trilobataSumac, Three Leaf	8	EA	\$	-	
<b>Ornamental Grass</b>					
(PAH) Pennisetum Alopecuroides 'Hamel'Dwarf Fountain Grass	95	EA	\$	-	#1 Cont.
(PVR) Panicum virgatum 'Hot Rod'Switchgrass, Hot Rod	20	EA	\$	-	
(PVP) Panicum virgatum 'Prairie Sky'Switchgrass, Prairie Sky	61	EA	\$	-	
<b>Perennial</b>					
(HAR) Hemerallis 'Autumn Red'Daylily, Red	15	EA	\$	-	#1 Cont.
<b>Perennial</b>					
(AHT) Agastache 'Heavenly Hyssop, Heavenly Hyssop	20	EA	\$	-	F15 Flat
(AMT) Achillea millefolium, TerracottaYarrow, Terracotta	22	EA	\$	-	
(AMY) Achillea millefolium, MoonshineYarrow, Moonshine	52	EA	\$	-	
(CRR) Centranthus ruberValerian, Red	95	EA	\$	-	
(LLF) Linum lewisiiFlax, Wild Blue	77	EA	\$	-	
(PAU) Persicaria affinisHimalayan Border Jewel	7	EA	\$	-	
(RFG) Rudbeckia fulgida, GoldsturmBlack-eyed Susan	23	EA	\$	-	
Sod	6,000	SF	\$	-	
Native Seed - PBSI Native Seed Mix	627,925	SF	\$	-	
Native Seed - PBSI Low Grow Seed Mix	8,321	SF	\$	-	
Native Seed - UDFCD - Upland Area Seed Mix - Loamy to Sandy Soils	42,540	SF	\$	-	
Native Seed - UDFCD - Riparian Seed Mix - Loamy to Sandy Soils	84,157	SF	\$	-	
Rock Mulch - Shrub Bed, 1-1/2" Horizon Cobble, 3" Depth, Minimum	7,683	SF	\$	-	
Shredded Cedar Mulch - 3" Depth, Minimum	863	SF	\$	-	
Steel Edging - 6", Roll Top	4,525	LF	\$	-	
Weed Barrier Fabric	7,683	SF	\$	-	
Crusher Fines - 4" Depth, no geotext	5,255	SF	\$	-	
<b>Subtotal</b>			\$	-	
<b>General</b>					
Mobilization		LS	\$	-	
General Conditions		LS	\$	-	
<b>Maintenance</b>					
		LS	\$	-	
<b>Subtotal</b>			\$	-	



## Reunion Ridge Phase 1 - Irrigation Estimate of Probable Costs

Item	Quantity	Unit	Notes
<b>Irrigation - Contractor Is Responsible For Verifying Quantities From Plans</b>			
Irrigation Controller	1	EA	(Rain Bird) Include Enclosure, two-wire (include electrician) with central control
Wireless Rain/Freeze Sensor	1	EA	(Rain Bird) WR2
Two-Wire Surge Arrestor	16	EA	(Rain Bird) IVM-SD
Two-Wire Sensor Decoder	1	EA	(Rain Bird) IVM-SEN
Two-Wire Decoder	82	EA	(Rain Bird) IVM-SOL
Two-Wire Cable	5,240	LF	MaxiWire 12-2
Controller Power	250	LF	120VAC, Single Phase
Booster Pump Power	250	LF	240VAC, Single Phase
Water Conditioner	1	EA	Magnation Rain Bolt - 2" PVC
Booster Pump	1	EA	Rain Bird ACLP05FAC Booster Pump
Backflow Preventer - 2" dia.	1	EA	Include Enclosure, (FEBCO) 825YA - 2" DIA. (include stop & waste valve)
Copper Piping - 2" dia.	25	LF	Type K
6" Pop-up Spray Head	755	EA	(Rain Bird) RD-06-S-P30-NP
6" Rotor Head	5	EA	(Rain Bird) 5006-PL-SAM-R w/ Nozzle
12" Hi-pop Spray Head	271	EA	(Rain Bird) RD-12-S-P30-NP
12" Hi-pop Rotor Head	357	EA	(Rain Bird) 5012-PL-SAM-R w/ Nozzle
1" Drip Valve Assembly	28	EA	(Rain Bird) XCZ-100-PRB-COM or XCZ-150-LCDR
Drip Line Blow-Out Stub	58	EA	3/4" Ball Valve in Round Valve Box with 12" Popup Indicator
Drip - supply tubing	7,000	LF	1" min. Drip Pipe
Drip Emitter Tubing w/ fittings	12,600	LF	(Rain Bird) XFCV-06-18
Master Valve - 2" dia.	1	EA	(Rain Bird) 200-PEB-PRS-D
Gate Valve - 3" dia.	6	EA	
Gate Valve - 2-1/2" dia.	4	EA	
Gate Valve - 2" dia.	1	EA	
Manual Drain Valve	15	EA	(AY McDonald) 1/4 turn - 1"
Quick Coupling Valve	20	EA	(Rain Bird) 44-NP
Ball Valve	1	EA	(Spears) Sch. 80
Electric Control Valve - 2" dia.	11	EA	(Rain Bird) PESB-PRS-D - 2"
Electric Control Valve - 1-1/2" dia.	27	EA	(Rain Bird) PESB-PRS-D - 1-1/2"
Electric Control Valve - 1" dia.	15	EA	(Rain Bird) PESB-PRS-D - 1"
Flow Sensor - 2" dia	1	EA	(Rain Bird) FS200P - 2" DIA.
PVC Mainline w/ fittings and Thrust Blocking	1,285	LF	CLASS 200 SOLVENT WELD - 3" DIA.
PVC Mainline w/ fittings	3,055	LF	CLASS 200 SOLVENT WELD - 2-1/2" DIA.
PVC Mainline w/ fittings	215	LF	CLASS 200 SOLVENT WELD - 2" DIA.
Non-potable Marking Tape	4,555	LF	Christy's Detectable Marking Tape - Purple
PVC Lateral	35	LF	CLASS 200 SOLVENT WELD - 2-1/2" DIA.
PVC Lateral	400	LF	CLASS 200 SOLVENT WELD - 2" DIA.
PVC Lateral	545	LF	CLASS 200 SOLVENT WELD - 1-1/2" DIA.
PVC Lateral	1,000	LF	CLASS 200 SOLVENT WELD - 1-1/4" DIA.
PVC Lateral	17,105	LF	CLASS 200 SOLVENT WELD - 1" DIA.
Sleeve	275	LF	6" DIA.
Sleeve	75	LF	4" DIA.
Sleeve	600	LF	2" DIA.
<b>Subtotal</b>			



## Reunion Ridge Phase 1 - Irrigation Estimate of Probable Costs

Item	Quantity	Unit	Notes
<b>Irrigation - Contractor Is Responsible For Verifying Quantities From Plans</b>			
Irrigation Controller	1	EA	(Rain Bird) Include Enclosure, two-wire (include electrician) with central control
Wireless Rain/Freeze Sensor	1	EA	(Rain Bird) WR2
Two-Wire Surge Arrestor	12	EA	(Rain Bird) IVM-SD
Two-Wire Sensor Decoder	1	EA	(Rain Bird) IVM-SEN
Two-Wire Decoder	53	EA	(Rain Bird) IVM-SOL
Two-Wire Cable	3,310	LF	MaxiWire 12-2
Controller Power	250	LF	120VAC, Single Phase
Booster Pump Power	250	LF	240VAC, Single Phase
Water Conditioner	1	EA	Magnation Rain Bolt - 1.5" PVC
Booster Pump	1	EA	Rain Bird ACLP05DAC Booster Pump
Backflow Preventer - 1-1/2" dia.	1	EA	Include Enclosure, (FEBCO) 825YA - 1-1/2" DIA. (include stop & waste valve)
Copper Piping - 1-1/2" dia.	30	LF	Type K
6" Pop-up Spray Head	641	EA	(Rain Bird) RD-06-S-P30-NP
6" Rotor Head	16	EA	(Rain Bird) 5006-PL-SAM-R w/ Nozzle
12" Hi-pop Spray Head	136	EA	(Rain Bird) RD-12-S-P30-NP
12" Hi-pop Rotor Head	82	EA	(Rain Bird) 5012-PL-SAM-R w/ Nozzle
1" Drip Valve Assembly	11	EA	(Rain Bird) XCZ-100-PRB-COM or XCZ-150-LCDR
Drip Line Blow-Out Stub	21	EA	3/4" Ball Valve in Round Valve Box with 12" Popup Indicator
Drip - supply tubing	2,150	LF	1" min. Drip Pipe
Drip Emitter Tubing w/ fittings	4,400	LF	(Rain Bird) XFCV-06-18
Master Valve - 1-1/2" dia.	1	EA	(Rain Bird) 150-PEB-PRS-D
Gate Valve - 2-1/2" dia.	4	EA	
Gate Valve - 2" dia.	3	EA	
Manual Drain Valve	10	EA	(AY McDonald) 1/4 turn - 1"
Quick Coupling Valve	15	EA	(Rain Bird) 44-NP
Electric Control Valve - 1-1/2" dia.	27	EA	(Rain Bird) PESB-PRS-D - 1-1/2"
Electric Control Valve - 1" dia.	14	EA	(Rain Bird) PESB-PRS-D - 1"
Flow Sensor - 1-1/2" dia	1	EA	(Rain Bird) FS150P - 1-1/2" DIA.
PVC Mainline w/ fittings	1,815	LF	CLASS 200 SOLVENT WELD - 2-1/2" DIA.
PVC Mainline w/ fittings	1,060	LF	CLASS 200 SOLVENT WELD - 2" DIA.
Non-potable Marking Tape	2,875	LF	Christy's Detectable Marking Tape - Purple
PVC Lateral	110	LF	CLASS 200 SOLVENT WELD - 2" DIA.
PVC Lateral	325	LF	CLASS 200 SOLVENT WELD - 1-1/2" DIA.
PVC Lateral	295	LF	CLASS 200 SOLVENT WELD - 1-1/4" DIA.
PVC Lateral	9,645	LF	CLASS 200 SOLVENT WELD - 1" DIA.
Sleeve	250	LF	6" DIA.
Sleeve	165	LF	4" DIA.
Sleeve	525	LF	2" DIA.
<b>Subtotal</b>			



## Reunion Ridge Phase 1 - Irrigation Estimate of Probable Costs

Item	Quantity	Unit	Notes
<b>Irrigation - Contractor Is Responsible For Verifying Quantities From Plans</b>			
Irrigation Controller	1	EA	(Rain Bird) Include Enclosure, two-wire (include electrician) with central control
Wireless Rain/Freeze Sensor	1	EA	(Rain Bird) WR2
Two-Wire Surge Arrestor	4	EA	(Rain Bird) IVM-SD
Two-Wire Decoder	45	EA	(Rain Bird) IVM-SOL
Two-Wire Sensor Decoder	1	EA	(Rain Bird) IVM-SEN
Two-Wire Cable	1,000	LF	MaxiWire 12-2
Controller Power	250	LF	120VAC, Single Phase
Booster Pump Power	250	LF	240VAC, Single Phase
Water Conditioner	2	EA	Magnation Rain Bolt - 3/4" PVC
Backflow Preventer - 3/4" dia.	2	EA	Include Enclosure, (FEBCO) 825YA - 3/4" DIA. (include stop & waste valve)
Copper Piping - 3/4" dia.	80	LF	Type K
6" Pop-up Spray Head	53	EA	(Rain Bird) RD-06-S-P30-NP
6" Rotor Head	38	EA	(Rain Bird) 5006-PL-SAM-R w/ Nozzle
12" Hi-pop Spray Head	23	EA	(Rain Bird) RD-12-S-P30-NP
12" Hi-pop Rotor Head	25	EA	(Rain Bird) 5012-PL-SAM-R w/ Nozzle
1" Drip Valve Assembly	8	EA	(Rain Bird) XCZ-100-PRB-COM or XCZ-150-LCDR
Drip Line Blow-Out Stub	14	EA	3/4" Ball Valve in Round Valve Box with 12" Popup Indicator
Drip - supply tubing	1,700	LF	1" min. Drip Pipe
Drip Emitter Tubing w/ fittings	2,390	LF	(Rain Bird) XFCV-06-18
Master Valve - 1" dia.	2	EA	(Rain Bird) 100-PEB-PRS-D
Gate Valve - 1-1/2" dia.	7	EA	
Manual Drain Valve	5	EA	(AY McDonald) 1/4 turn - 1"
Quick Coupling Valve	6	EA	(Rain Bird) 44-NP
Electric Control Valve - 1" dia.	35	EA	(Rain Bird) PESB-PRS-D - 1"
Flow Sensor - 1" dia	1	EA	(Rain Bird) FS100P - 1" DIA.
PVC Mainline w/ fittings	1,145	LF	CLASS 200 SOLVENT WELD - 1-1/2" DIA.
Non-potable Marking Tape	870	LF	Christy's Detectable Marking Tape - Purple
PVC Lateral	2,740	LF	CLASS 200 SOLVENT WELD - 1" DIA.
Sleeve	75	LF	4" DIA.
Sleeve	180	LF	2" DIA.
<b>Subtotal</b>			





## CHANGE ORDER

### Reunion Metropolitan District

CHANGE ORDER NO. 02DATED: May 6, 2022CONTRACT FOR: District Infrastructure For Reunion Filing 38OWNER: Reunion Metropolitan DistrictCONTRACTOR: HEI CivilAGREEMENT DATE: August 18, 2021

The following changes are hereby made to the Contract Documents:

Justification:

FCN #2 – Chambers Road Traffic Plan

The temporary road detour was no longer required by Commerce City. HEI was approved by the City to use a one-lane closure for the utility work in Chambers. **Total (\$74,135.60)**

60 Calendar Days were added to the contract for weather days and long lead-time materials.

Enclosures: Supplemental information will be provided upon request

Adjustment to Contract Price:

Original Contract Price	\$ 2,218,044.05
Net Adjustment Resulting from ALL Change Orders [District Costs]	-\$107,013.10
Net Adjustment Resulting from the Added Sanitary/UD Services	\$117,800.00
Current Contract Price Including this Change Order	\$ 2,228,830.95

Contract Time:

Original Contract Completion Date:	November 30, 2021
Change in Contract Completion Date Due to this Change Order:	30 Calendar Days
Current Contract Completion Date:	February 28, 2022
New Contract Completion Date:	April 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

HEI CIVIL

\_\_\_\_\_  
District Board Representative

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Project Manager





## CHANGE ORDER

### Reunion Metropolitan District

CHANGE ORDER NO. 6DATED: May 4, 2022CONTRACT FOR: Reunion 112<sup>th</sup> Avenue Phase 1 ImprovementsOWNER: Reunion Metropolitan DistrictCONTRACTOR: Hudick Excavating Inc dba HEI Civil AGREEMENT DATE: December 16, 2019

The following changes are hereby made to the Contract Documents:

Justification:Concrete & Light Base Replacements

Sidewalk replacement was required along 112<sup>th</sup> Avenue for final project acceptance from Commerce City. Sidewalk damage in some areas was caused by other contractors running heavy equipment over the sidewalks. HEI shall be compensated for the concrete that was damaged due to others working along 112<sup>th</sup> Avenue. The traffic signal pole base on the SE corner of Chambers & 112<sup>th</sup> Avenue was hit by a driver. No police report was found. HEI had Lumin8 install a new base. **Total \$14,400.00**

Paying Parties:	Commerce City/Reunion	Commerce City	Commerce City	Reunion	Reunion	SACWSD	
	Sch A	Sch B	Sch C	Sch D	Sch E	Sch F	TOTAL
Original Contract	\$2,431,734.65	\$1,935,615.50	\$479,781.00	\$2,069,734.00	\$515,354.75	\$805,948.55	\$8,238,168.45
Current Contract Value	\$2,376,132.58	\$2,109,145.45	\$499,465.50	\$2,116,682.02	\$519,913.58	\$813,443.55	\$8,434,782.65
CO #6				\$14,400.00			\$14,400.00
New Contract Value	\$2,376,132.58	\$2,109,145.45	\$499,465.50	\$2,131,082.02	\$519,913.58	\$813,443.55	<b>\$8,449,182.65</b>

\*Supplemental Information to be provided upon request.

Adjustment to Contract Price:

Contract Price prior to this Change Order	\$ 8,434,782.65
Net Adjustment Resulting from this Change Order (+or -)	+\$14,400.00
Current Contract Price Including this Change Order	<u>\$ 8,449,182.65</u>

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

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District Board Representative

HEI CIVIL

*Josh Hollander*  

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Project Manager





## CHANGE ORDER

### Reunion Metropolitan District

CHANGE ORDER NO. 04DATED: May 2, 2022CONTRACT FOR: Reunion Metropolitan District F37 Landscape ImprovementsOWNER: Reunion Metropolitan DistrictCONTRACTOR: Brightview Landscape DevelopmentAGREEMENT DATE: August 6, 2020

The following changes are hereby made to the Contract Documents:

Justification:

DCN #2: Amendment 4 – Mobile Tree Lawn

Landscape and irrigation was added for the Mobile Street tree lawn area crossing the Buffalo Run Golf Course since it was missed on the original Terracina landscape & irrigation design. **Total \$25,601.90**

\*Supplemental information will be provided upon request

Adjustment to Contract Price:

Original Contract Price	\$ 1,477,072.48
Contract Price prior to this Change Order	\$ 1,661,083.67
Net Adjustment Resulting from this Change Order (+or -)	+\$25,601.90
Current Contract Price Including this Change Order	\$ 1,686,685.57

Contract Time:

Current Completion Date Schedules 1A & 1B (90 Calendar Days):	October 29, 2021
Original Contract Completion Date Schedules 2B,2C,3,4B,5,6,7:	September 30, 2022
Change in Contract Completion Date Due to this Change Order:	-
New Contract Completion Date:	N/A

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

BRIGHTVIEW LANDSCAPE

\_\_\_\_\_  
 Project Manager



Licensee: Reunion Metropolitan District  
Line No. 24" Cherokee Pipeline

File With Document #: 3884  
Agent: C. Diedrich  
Engineer: R. Thomas

## LICENSE AGREEMENT

This LICENSE AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation hereinafter called "PSCo" and REUNION METROPOLITAN DISTRICT, hereinafter called the "Licensee."

### RECITALS

A. PSCo is the **fee owner** of certain real property described on Exhibit A, attached hereto and made a part hereof ("the Property"), and desires to protect and preserve the utility facilities located thereon and the future use of said Property for utility purposes.

B. Licensee desires to make certain water, sewer, street, drainage, and landscaping improvements or installations in, on, under or along the Property as more particularly shown on Exhibit B, attached hereto and made a part hereof, ("Licensed Facility"), and desires to obtain PSCo's permission therefor.

C. Subsequent to the construction or installation of the Licensed Facility, Licensee will maintain the same to the extent not otherwise dedicated to other entities for purposes of ownership and maintenance (the "District Maintained Improvements")

C. PSCo is willing to consent to the Licensed Facility subject to the terms and conditions stated in this License Agreement, including Exhibit C.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PSCo hereby grants to Licensee, with respect to such title and interest as PSCo may have in the Property, and upon the terms and conditions hereinafter stated, the non-exclusive permission and right to construct, maintain, operate, repair, inspect, and remove the Licensed Facility and the District Maintained Improvements, as applicable, in, on, under, or along the Property. The Licensed Facility shall be located and constructed as shown on Exhibit B and in accordance with the Plans and Specifications defined below. Licensee will not conduct or permit anyone to conduct any activities or install any improvements on the Property which deviate in any manner from Exhibit B without the prior written consent of PSCo. Licensee shall prepare and submit to PSCo as-built exhibit(s) depicting the Licensed Facility, and calling out all deviations from Exhibit B no later than thirty (30) days after completion of construction. The rights granted



by PSCo under this License Agreement are limited to the use by Licensee of the portion of the Property referenced on Exhibit B in connection with the Licensed Facility and for no other purpose. In relation to the construction or installation of the Licensed Facility, the "Term" of this license shall commence on the date hereof and expire on January 31<sup>st</sup>, 2023 unless sooner terminated as provided herein in relation to the construction or installation of the Licensed Facility. Thereafter, this license shall remain in effect in favor of Licensee for the purpose of maintaining, operating, repairing, inspecting and removing the District Maintained Improvements.

2. This License Agreement does not convey an interest in real property. The parties do not by this License Agreement intend to create a lease, easement or other real property interest. Nothing contained in this License Agreement shall be deemed or construed to create a partnership or joint venture of or between PSCo and Licensee, or to create any other relationship between the parties other than that of licensor and licensee.

3. PSCo intends to use the Property for all purposes in connection with electric power generation, transmission, or distribution and/or natural gas gathering, storage, transmission, or distribution, and the rights herein granted to Licensee are subject to the rights of PSCo to use the Property for such purposes, which rights PSCo hereby expressly reserves.

4. Licensee shall not interfere with PSCo's activities or facilities on the Property, and Licensee shall construct, maintain and operate the Licensed Facility and/or the District Maintained Improvements, as applicable, and conduct its activities in a safe and prudent manner considering overhead transmission lines located above and any other PSCo facilities located on or below the surface of the Property.

5. If PSCo determines, in its sole and absolute discretion, that the Licensed Facility may interfere with the operation and maintenance of PSCo's facilities, as now or hereafter constructed, PSCo may terminate the license granted by this License Agreement, in whole or in part, by giving 90 days' notice to Licensee. Following such notice, at its sole expense, Licensee will remove the Licensed Facility from the Property or any part thereof identified by PSCo within such 90 day period. In the event that Licensee's use of the Property should, in the reasonable judgment of PSCo, constitute a hazard to PSCo's facilities or the general public, PSCo may require immediate removal, relocation, or modification of Licensee's facilities to eliminate such interference or hazard, and may suspend Licensee's right to use the Property under this License Agreement until such removal, relocation, or modification is completed. PSCo may, but is not obligated to, permit the relocation of the Licensed Facility to a different location on the Property in its sole and absolute discretion.

6. The license granted by this License Agreement is issued subject to any prior licenses, easements, leases or other rights affecting the Property. PSCo reserves the right to grant leases or easements and to license others to install improvements in, on, under, or along the Property provided that same shall not interfere unreasonably with the Licensed Facility. The license herein granted may also be subject and subordinate to the lien of PSCo's Indenture.



7. Licensee shall not do or permit to be done any blasting above, under, or on the Property without first having received prior written permission from PSCo, which may be withheld in PSCo's sole and absolute discretion. Any blasting shall be done in the presence of a representative of PSCo and in accordance with directions such representative may give for the protection or safety of persons and facilities located on the Property. Notwithstanding the foregoing, PSCo will have no duty to monitor any blasting activities conducted by Licensee. Any monitoring by PSCo of blasting conducted by Licensee is for the sole benefit of PSCo and shall not create any duty, obligation or liability to Licensee or any other person.

8. Licensee agrees that it shall not begin construction on the Property until Licensee first provides PSCo with detailed plans and specifications for the Licensed Facility ("Plans and Specifications"), and until such Plans and Specifications have been approved by PSCo. After PSCo's approval, no material changes, modifications or alterations may be made to the Plans and Specifications without PSCo's prior written consent. In addition, Licensee shall contact the Utility Notification Center of Colorado (1-800-922-1987) at least two working days prior to the commencement of construction on the Property to arrange for field locating of utility facilities. Further, if PSCo has constructed electric transmission facilities on the Property, Licensee shall contact PSCo's Electric Transmission Lines department at (303) 273-4669 at least four working days prior to the commencement of construction on the Property, and unless waived by said department, no construction shall be performed unless a representative of PSCo is present at the time and place of construction.

9. Licensee shall obey all PSCo written rules and regulations, including attached Exhibit C, Xcel Energy/Public Service Company of Colorado High Voltage Electric Transmission Line Clearance Requirements, made known to it prior to its entry as well as reasonable oral instructions related to safety as such are made known to Licensee during its presence on the Property. Any damage to facilities on the Property as a result of the above construction shall, at PSCo's option, be paid for or repaired at the expense of Licensee. These provisions shall also apply to any other work involving construction, maintenance, operation, repair, inspection, removal, replacement, or relocation of the Licensed Facility done or completed by Licensee on the Property. Notwithstanding the foregoing, PSCo will have no duty to monitor any activities conducted by Licensee. Any monitoring by PSCo of construction or other activities conducted by Licensee on or near the Property is for the sole benefit of PSCo and shall not create any duty, obligation or liability to Licensee or any other person.

10. Licensee agrees and understands that if PSCo has constructed natural gas gathering, storage, transmission, distribution, or related facilities on the Property, Licensee has been fully advised by PSCo that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Property, pursuant to the provisions of this License Agreement, of the existence and nature of such natural gas facilities and the danger and risk involved.



11. Licensee has been fully advised by PSCo that the natural gas facilities of PSCo, if located on the Property, may be subject to cathodic protection by rectifier and related anode beds. PSCo shall not be liable for stray current or interfering signals induced in the Licensed Facility as a result of the operating of PSCo's cathodic protection system.

12. Licensee agrees and understands that if PSCo has constructed electric power generation, transmission, distribution, or related facilities on the Property, Licensee has been fully advised by PSCo that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Property pursuant to the provisions of this License Agreement, of the existence and nature of such electric facilities and the potential danger and risk involved.

13. **Release and Indemnification.**

(a) As used in this License Agreement, the term "Claims" means (1) claims, demands, liens, suits, actions, causes of action, proceedings, orders, decrees and judgments of any kind or nature whatsoever by or in favor of anyone whomsoever including claims asserted against PSCo by a federal, state or local government entity; (2) losses, liabilities, costs, damages and expenses, including attorneys' fees, expert witness fees, consultant fees, and court and arbitration costs, at all levels, whether or not litigation or arbitration is commenced; (3) fines and penalties; (4) environmental costs, including, but not limited to, investigation, removal, remediation, and restoration costs, natural resource damages, and consultant and other fees and expenses; (5) damages of any kind, including lost profits and consequential damages; and (6) any and all other costs or expenses.

(b) As used in this License Agreement, the term "Injury" means (1) death, personal injury, or property, environmental, or natural resources damages, and any other losses, obligations or damages incurred by PSCo for which PSCo would reasonably expect to have obligations under Environmental Law as defined below; (2) loss of profits or other economic injury; and (3) disease or actual or threatened health effect.

(c) To the extent permitted by law, Licensee shall protect, defend, indemnify, release, save and hold harmless PSCo, its partners, directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims and threatened Claims arising from, alleged to arise from, resulting from or alleged to result from, in whole or in part, any negligent or willful act or omission of Licensee, or any of Licensee's employees, agents, contractors, consultants or any of their invitees.

(d) Notwithstanding any provision of the foregoing that may be interpreted to the contrary, this indemnity will not apply to any Claims if and to the extent directly caused by the negligence or willful misconduct of PSCo. Licensee's obligations under this Section shall survive the expiration or termination of the license and this License Agreement until satisfied.



14. Licensee shall purchase, maintain and require such insurance as shall protect Licensee and PSCo from claims, damage or liability which may in any way arise out of or be in any manner connected with the performance of this License Agreement, whether arising out of the act or failure to act of Licensee, PSCo, the direct or indirect delegee, appointee, or employee of either.

(a) This insurance shall be as specified below, and, except for worker's compensation, automobile, and professional liability insurance policies, all insurance policies shall name PSCo as an additional insured:

(i) Worker's Compensation as required by statute, and Employer's Liability Limit, in the amount of one million dollars (\$1,000,000);

(ii) Commercial General Liability Insurance, occurrence form, providing bodily injury, personal injury, and property damage liability coverage with combined single limits of not less than two million dollars (\$2,000,000);

(iii) Comprehensive Automobile Liability with combined single limits of not less than one million dollars (\$1,000,000);

(iv) Licensee shall require its contractors to carry builder's risk insurance in an amount customarily carried by prudent contractors, and workers' compensation insurance for its employees in statutory limits;

(v) The policies described herein shall be endorsed to show that the insurers waive subrogation against PSCo, its directors, officers employees, and agents.

(b) Certificates of Insurance acceptable to PSCo shall be submitted to PSCo prior to commencement of the construction of the Licensed Facility or any sooner entry on the Property by Licensee, its agents or contractors and use of the Property by Licensee. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled or modified unless and until thirty (30) days prior written notice has been given PSCo. Notwithstanding the foregoing, Licensee has a continuing obligation to provide the insurance coverage described herein and none of the insurance required herein shall be canceled, changed, or allowed to lapse.

(c) Insurance specified herein shall be minimum requirements and Licensee is responsible for providing any additional insurance deemed necessary to protect Licensee's interests from other hazards or claims in excess of the minimum coverage. The liability of Licensee is not limited to available insurance coverage.

15. Licensee shall at PSCo's option, pay for or repair any damage done to the Property as a result of the construction of the Licensed Facility or the maintenance, operation, repair, inspection or removal of the District Maintained Improvements. In addition, after any activity by



Licensee on the Property, Licensee shall restore the surface of the Property by grading and compacting any irregularities, reseeding, and/or revegetation as required to restore the Property to its condition as existed immediately prior to the entry by Licensee, including settling. Licensee shall be responsible for properly closing or abandoning any wells installed by Licensee. Performance of restoration obligations shall be subject to the terms and conditions of Section 8 regarding Plans and Specifications.

16. Upon demand from PSCo, Licensee shall reimburse PSCo for all costs incurred for replacing and resetting any section corners, quarter corners, ownership monuments, right-of-way markers, and reference points disturbed or destroyed during Licensee's construction, maintenance, operation, repair, inspection, removal, replacement, or relocation of said facilities.

17. A copy of this License Agreement shall be on the Property at all times during construction of the Licensed Facility.

18. Upon the abandonment of the use of the Property by Licensee, the license herein granted shall terminate. Upon expiration or termination of this License Agreement for any reason, Licensee shall remove the District Maintained Improvements from the Property, and shall restore the Property to the Property's condition prior to this License Agreement taking effect. Removal of the District Maintained Improvements and restoration shall occur prior to the expiration of this License Agreement and no later than thirty (30) days following termination of this License Agreement other than by expiration. Removal of the District Maintained Improvements and restoration of the Property shall be performed under the same terms and conditions as the construction of the Licensed Facility. If Licensee should fail to remove the District Maintained Improvements and restore the Property, PSCo may remove the same and restore the Property at the expense of Licensee. The provisions of this Section shall survive expiration or termination of this License Agreement.

19. Licensee shall pay any and all sales, use, personal property and other taxes, fees and charges imposed by any governmental authority and attributable to this License Agreement, the Licensed Facility, or the license granted hereby (collectively "Taxes"). Licensee shall pay all such Taxes directly to the taxing authority when due or, if required by PSCo, to PSCo upon demand, and shall indemnify and hold PSCo and its interest in the Property harmless from any liability or lien for any Taxes.

20. Licensee will complete installation of the Licensed Facility and shall conduct its activities on the Property in a good and workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations, rules, ordinances, and other requirements of governmental authorities ("Laws") and in compliance with all of PSCo's policies and procedures that are provided to Licensee. Licensee shall maintain and operate the District Maintained Improvements at its sole cost and expense and in compliance with all Laws.

21. Licensee may not assign, transfer, mortgage or encumber this License Agreement or sublicense or permit occupancy or use of the Property, or any part thereof by any third party; nor



shall any assignment or transfer of this License Agreement be effectuated by operation of law or otherwise (any of the foregoing being hereinafter referred to as an "Assignment"), without in each such case obtaining the prior written consent of PSCo, which consent may not be unreasonably withheld. The consent by PSCo to any Assignment shall not be construed as a waiver or release of Licensee from the terms of any covenant or obligation under this License Agreement. Any Assignment or attempted Assignment by Licensee without PSCo's consent will terminate the license and this License Agreement. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

22. Licensee is solely responsible for determining whether the Property is suitable for the Licensed Facility and accepts the Property "AS IS" without any express or implied warranties of any kind, including any warranty or representation of fitness for a particular purpose or any use.

23. **No Environmental Warranties.** PSCo makes no specific or implied disclosure or warranty as to the presence or location of Hazardous Materials on the Property. Licensee is aware that it is possible that Hazardous Materials could exist anywhere on or near the Property, accepts the Property "AS IS", and enters the Property at its own risk.

The term "Hazardous Materials" means any substance, pollutant, contaminant, chemical, material or waste that is regulated, listed, or identified under any Environmental Laws, or which is deemed or may be deemed hazardous, dangerous, damaging or toxic to living things or the environment, and shall include, without limitation, any flammable, explosive, or radioactive materials; hazardous materials; radioactive wastes; hazardous wastes; hazardous or toxic substances or related materials; polychlorinated biphenyls; petroleum products, fractions and by-products thereof; asbestos and asbestos-containing materials; medical waste, solid waste, and any excavated soil, debris, or groundwater that is contaminated with such materials, and any other waste, material, substance, pollutant or contaminant that might subject PSCo or Licensee to any claims, demands, damages, costs, expenses or other liabilities under any Environmental Law.

The term "Environmental Law" means any and all applicable environmental laws, whether imposed by statute or derived from common law including, but not limited to, the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (42 U.S.C. § 9601, et seq.), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Hazardous Material Transportation Act, (49 U.S.C. § 5101, et seq.), the Federal Water Pollution Control Act, (33 U.S.C. § 1251, et seq.), the Clean Air Act, (42 U.S.C. § 7401, et seq.), the Low-Level Radioactive Waste Policy Act (42 U.S.C. 2021b et seq.), the Endangered Species Act (16 U.S.C. § 1531, et seq.), the Migratory Bird Treaty Act (16 U.S.C. § 703 et seq.), and applicable state counterparts, and their implementing regulations, all as amended from time-to-time, and all other comparable federal, state or local environmental, conservation or environmental protection laws, rules or regulations.

24. All materials, equipment, work, and installations of any nature brought upon or installed in the Property by or on behalf of Licensee shall be at the risk of Licensee. Neither PSCo nor any party acting on PSCo's behalf shall be responsible for any damage or loss or destruction of



such items brought to or installed on the Property and Licensee hereby releases PSCo from all Claims arising out of loss, damage or destruction of such items.

25. Licensee shall bear the sole obligation of obtaining such other authority or rights as Licensee may need in addition to the rights provided in this License Agreement for the construction of the Licensed Facility and use of the Property.

26. **No Introduction of Hazardous Materials.** Except with the express written permission of PSCo, Licensee shall not bring onto the Property, or permit to be brought onto the Property, any Hazardous Materials, or other regulated waste or material (including but not limited to petroleum, asbestos, PCBs, coal, coal ash or coal combustion residuals) regulated by the State of Colorado, the United States government, or any other government authority with applicable jurisdiction, which has the potential to spill or be released onto the Property or adjacent areas. In the event Licensee brings Hazardous Materials onto the Property (with or without permission of PSCo), Licensee shall comply with all applicable laws, ordinances, and regulations of federal, state, and local governmental agencies related to such Hazardous Materials. Licensee shall remove such Hazardous Materials from the Property immediately upon request of PSCo. Licensee shall bear all costs related to environmental investigation, cleanup, removal, or restoration (including but not limited to any cleanup or restoration of any impacted wildlife, water, air, groundwater, natural resources, soil, or land, including, but not limited to, the Property,) incurred as a result of the presence of such Hazardous Materials on the Property, or arising out of the acts or omissions of Licensee, its agents, sublessees, invitees, or employees.

27. **Managing Hazardous Materials.** Licensee shall be responsible for properly managing, transporting, treating, storing and/or disposing of any Hazardous Materials Licensee generates at the Property in connection with the Licensed Facility and/or its activities, including the disturbance or exacerbation of any pre-existing Hazardous Materials encountered by Licensee on the Property.

28. **Notification of Hazardous Materials.** Licensee shall notify PSCo of any Hazardous Materials that Licensee encounters on the Property immediately upon encountering the Hazardous Materials.

29. **Licensee to Operate in Accordance with Environmental Laws.** Licensee shall construct and operate the Licensed Facility and conduct all activities in accordance with applicable Environmental Law, including obtaining all required permits for its activities at the Property and signing all waste manifests. PSCo shall not be listed as a generator for any wastes generated in connection with the Licensed Facility and/or Licensee's activities.

30. The failure of PSCo at any time or times to require performance of any provision hereof, shall in no manner affect its right at a later time to enforce the same. No waiver by PSCo of the breach of any terms or covenant contained in this License Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be construed as further or continuing waiver of any such breach or a breach of any other term or covenant of this License Agreement.



31. Nothing contained herein shall authorize a party or person or entity acting through, with or on behalf of Licensee to subject the license, the Property, or any portion thereof to mechanic's liens. If any liens are filed against the Property resulting or arising in connection with actions or agreements of Licensee, within fifteen (15) days after such filing, Licensee will release the same of record, either by payment or by providing a bond or other security satisfactory to PSCo. If Licensee fails to timely remove such lien, PSCo may, without waiving its rights and remedies based upon such breach by Licensee and without releasing Licensee from any obligation under this License Agreement, cause such liens to be released by any means PSCo deems proper, including, but not limited to, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Licensee will reimburse PSCo, on demand, for all amounts PSCo incurs (including, without limitation, the cost of a bond and reasonable attorneys' fees and costs).

32. All notices, demands, requests and other communications required or permitted under this License Agreement must be in writing and will be deemed received: (a) when personally delivered; (b) three (3) business days after deposit in the United States mail, first class, postage prepaid, registered or certified; or (c) the first business day following deposit with a recognized overnight delivery service, such as United Parcel Service or Federal Express, in each case addressed as follows:

If to PSCo:                      Public Service Company of Colorado  
    1123 West 3<sup>rd</sup> Avenue  
    Denver, Co 80223

Attention:                      Manager, Right of Way and Permits  
 PSCo Doc No.                3884

With a required copy to the principal address of Public Service Company of Colorado as listed with the Colorado Secretary of State.

If to Licensee:                Reunion Metropolitan District  
    c/o CliftonLaronAllen  
    8390 E. Crescent Parkway, Suite 300  
    Greenwood Village, CO 80111  
    Attention? Matt Urkoski  
    Phone: (303) 265-7919  
    E-mail: [matt.urkoski@claconnect.com](mailto:matt.urkoski@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

PSCo or Licensee may change its address by giving notice to the other as provided for above.

33. In addition to other rights granted to PSCo to terminate this License Agreement and/or to require the relocation or removal of the Licensed Facility, PSCo may terminate this License Agreement and the license hereby granted, without compensation or liability to Licensee, by giving thirty (30) days prior notice of termination to Licensee upon or at any time after the occurrence of any of the following events:

(a) Any condemnation or taking, or any conveyance, transfer or other disposition in lieu or in anticipation thereof, of any part of the Property.

(b) Any other sale, dedication to any governmental authority, or any other transfer by PSCo of any part of the Property.

(c) The failure of Licensee to comply with any provision of this License Agreement which failure continues for ten (10) days after notice from PSCo. Termination under this subsection (c) will not release Licensee from any of its obligations or liability under this License Agreement. In addition to any other right or remedy, PSCo may have under this License Agreement or at law, without waiving any Claim against Licensee, PSCo may, but is not obligated to, pay or perform any obligation of Licensee not fully or timely paid or performed and all costs incurred by PSCo in connection therewith shall be paid by Licensee to PSCo upon demand.

34. (a) This License Agreement may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

(b) This License Agreement incorporates all agreements and stipulations between PSCo and Licensee as to the Property and the Licensed Facility and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this License Agreement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this License Agreement. This License Agreement consists of the document entitled "License Agreement" and Exhibits containing (i) the legal description of the Property; and (ii) a description of the Licensed Facility. No other exhibit, addendum, schedule or other attachment (collectively "**Addendum**") is authorized by PSCo, and no Addendum shall be effective and binding upon PSCo unless separately executed by an authorized representative of PSCo. This License Agreement may only be modified by a writing executed and delivered by Licensee and an authorized representative of PSCo.



(c) This License Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located, without giving effect to principles of conflict of laws.

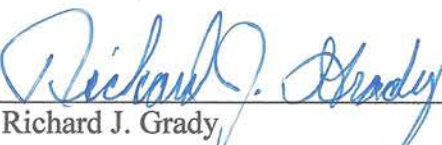
(d) "Licensee" shall include the singular, plural, feminine, masculine and neuter. If more than one person or entity shall sign this License Agreement as Licensee, the obligations set forth herein shall be deemed joint and several obligations of each such party or entity.

(e) This License Agreement may not be recorded or filed for record in the real estate records of the County in which the Property is located, nor in any other public office or records. In the event Licensee records or files this License Agreement, this License Agreement shall automatically terminate.

35. Licensee's covenants, agreements, and indemnity obligations shall survive the expiration or termination of this License Agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

PUBLIC SERVICE COMPANY OF COLORADO,  
a Colorado corporation

By:   
Richard J. Grady,  
Its: Manager, Siting and Land Rights,  
Right of Way and Permits Department

Agreed to and accepted by Licensee this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

REUNION METROPOLITAN DISTRICT  
NAME OF LICENSEE

\_\_\_\_\_  
NAME AND TITLE OF SIGNEE

\_\_\_\_\_  
SIGNATURE



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ADDRESS

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AREA CODE AND TELEPHONE NUMBER

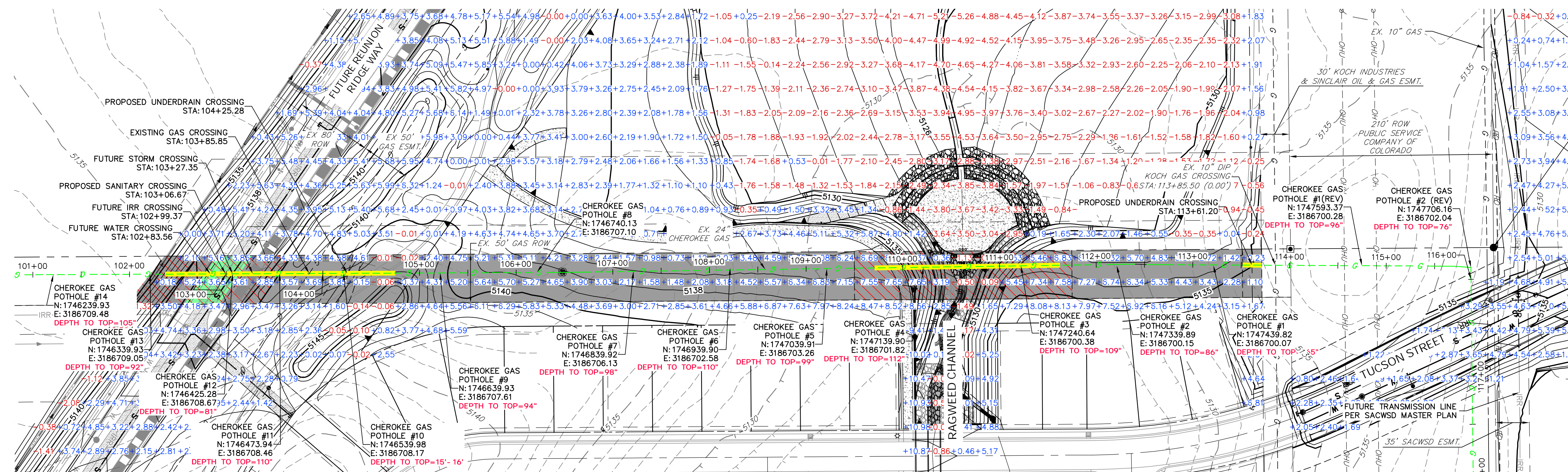


# VILLAGE 9-REUNION RIDGE PHASE 1 DISTRICT IMPROVEMENTS

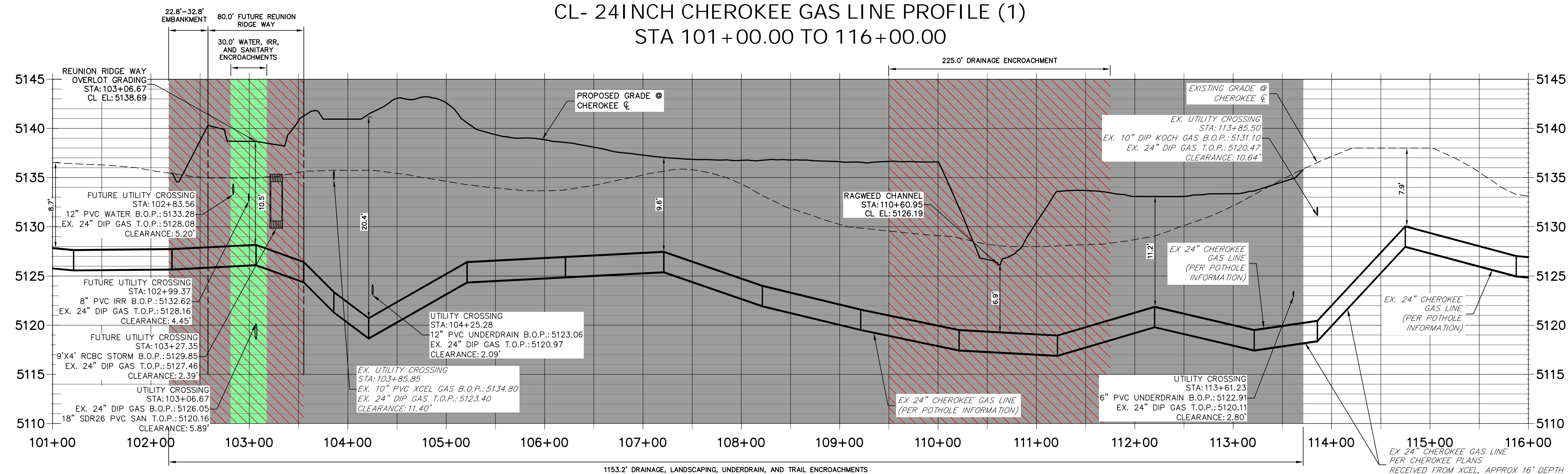
## XCEL LICENSE AGREEMENT EXHIBIT

### 24 INCH CHEROKEE GAS LINE ENCROACHMENTS

### COMMERCE CITY, CO



CL- 24INCH CHEROKEE GAS LINE PROFILE (1)  
STA 101+00.00 TO 116+00.00



---+X.XX/-X.XX--- CONSTRUCTION ACTIVITY AT 24" CHEROKEE PIPE  
CUT/FILL GRADING

PROPOSED DRAINAGE, LANDSCAPING, UNDERDRAIN, AND TRAIL ENCROACHMENTS LICENSE AGREEMENT TO REUNION METROPOLITAN DISTRICT (SEE SHEET 4 FOR DETAILS)

PROPOSED ROADWAY, STORM SEWER, AND DRAINAGE ENCROACHMENTS LICENSE AGREEMENT TO COMMERCE CITY (SEE SHEET 2 FOR DETAILS)

PROPOSED WATER, IRRIGATION, AND SANITARY ENCROACHMENTS LICENSE AGREEMENT TO SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SEE SHEET 3 FOR DETAILS)

60 30 0 60 120  
HORIZONTAL  
ORIGINAL SCALE: 1" = 60'  
VERTICAL  
ORIGINAL SCALE: 1" = 6'

XCEL LICENSE AGREEMENT EXHIBIT  
CHEROKEE GAS PLAN AND PROFILE  
JOB NO. 14421.29  
9/24/2021  
SHEET 1 OF 4

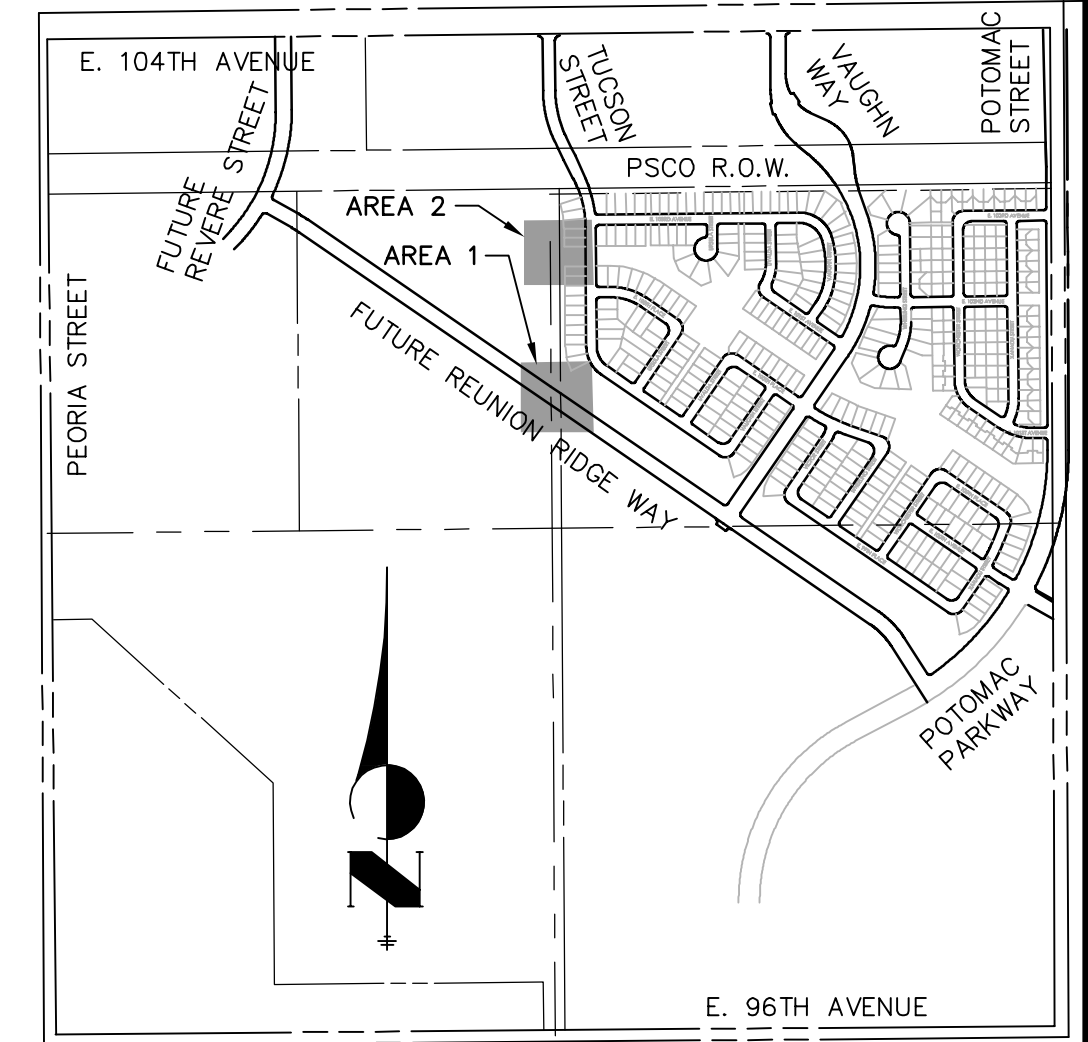
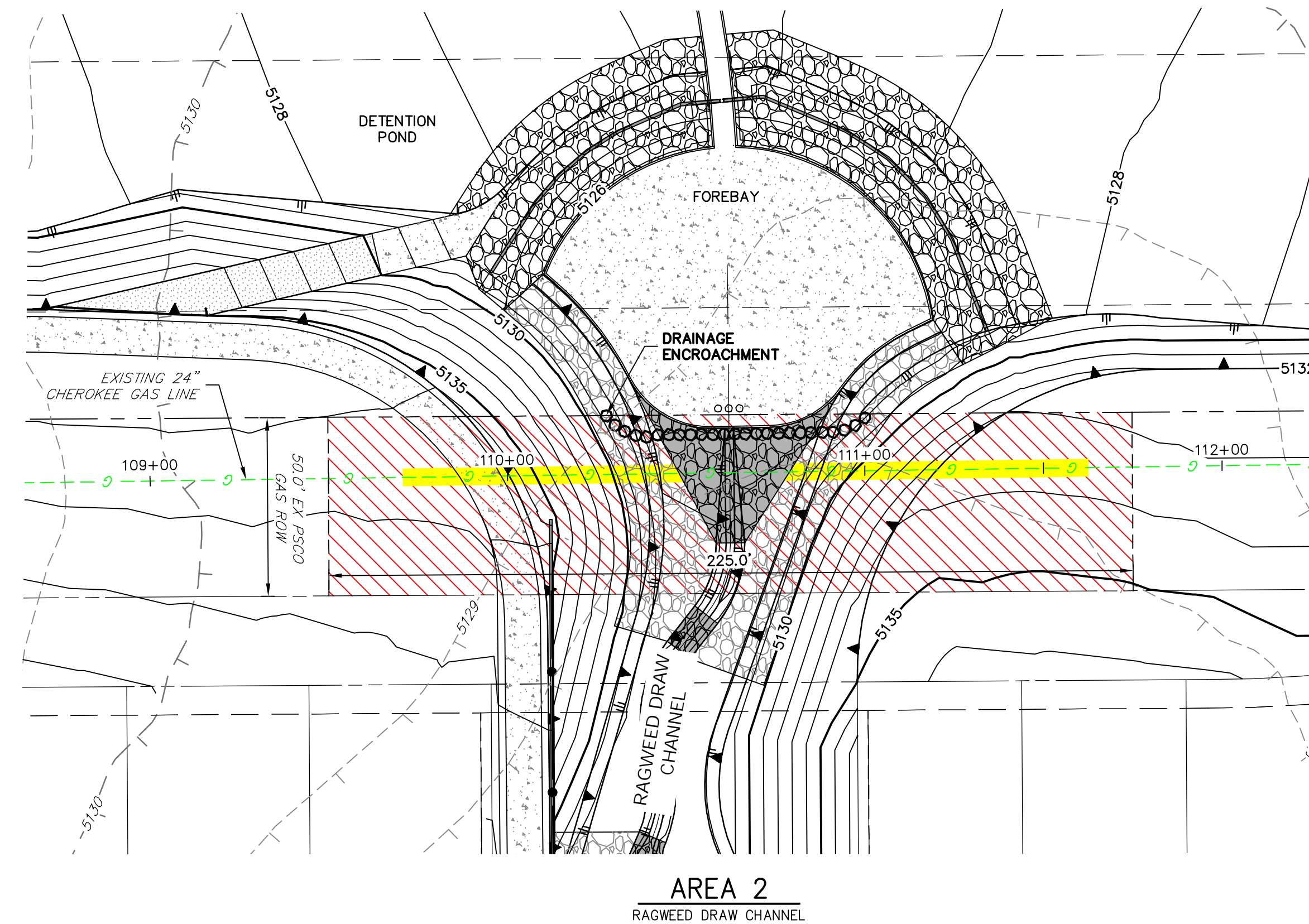
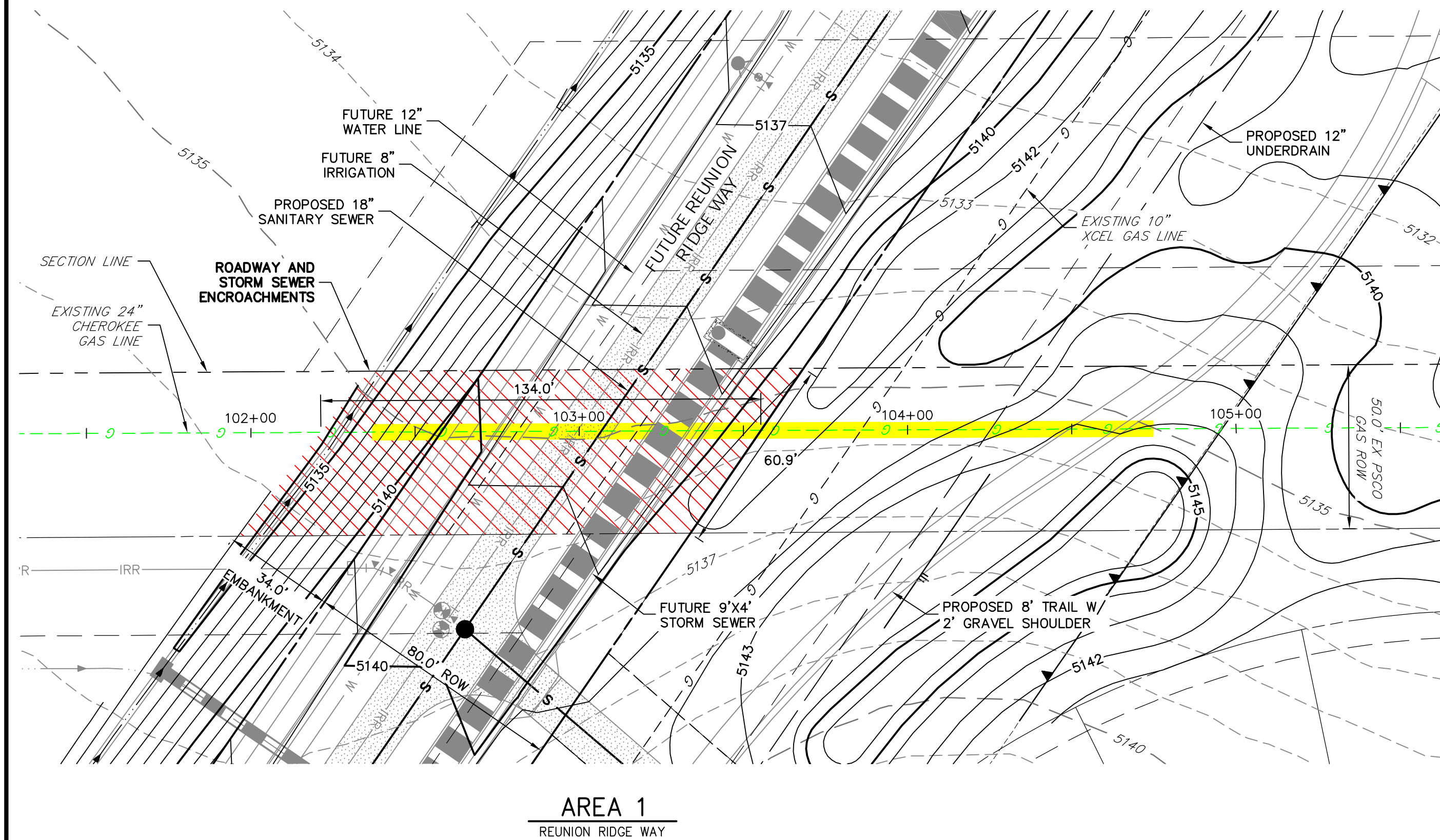
**J-R ENGINEERING**  
A Westrian Company

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Fort Collins 970-491-9888 • www.jrengineering.com



# VILLAGE 9-REUNION RIDGE PHASE 1 DISTRICT IMPROVEMENTS

## XCEL LICENSE AGREEMENT EXHIBIT - COMMERCE CITY ENCROACHMENTS 24 INCH CHEROKEE GAS LINE PLAN AND PROFILE

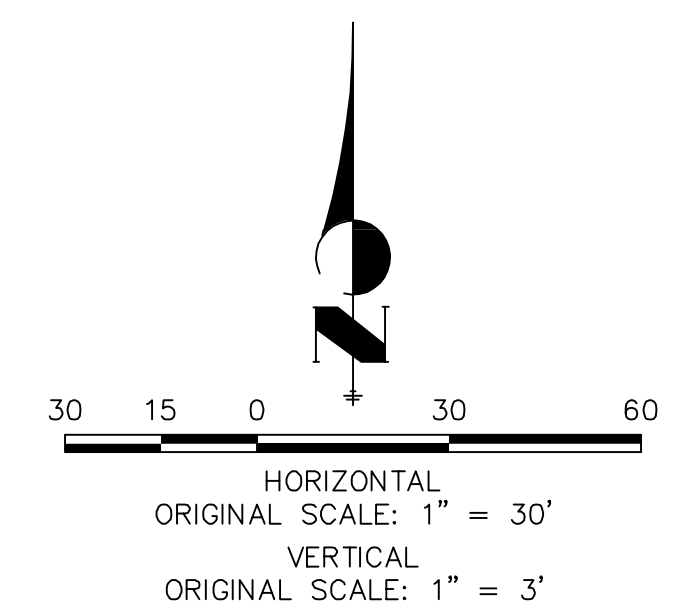


### LEGEND

- PROPOSED 6" VERTICAL CURB AND GUTTER
- FUTURE 6" VERTICAL CURB AND GUTTER
- PROPOSED POTABLE WATER LINE
- PROPOSED SANITARY SEWER
- PROPOSED NON-POTABLE WATER LINE
- PROPOSED STORM SEWER
- PROPOSED EASEMENT
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING CURB AND GUTTER
- EXISTING POTABLE WATER LINE
- EXISTING SANITARY SEWER
- EXISTING NON-POTABLE WATER LINE
- EXISTING STORM SEWER
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- EXISTING SECTION LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR

CONSTRUCTION ACTIVITY AT 24" CHEROKEE PIPE

PROPOSED ROADWAY, STORM SEWER, AND DRAINAGE ENCROACHMENTS  
LICENSE AGREEMENT TO COMMERCE CITY

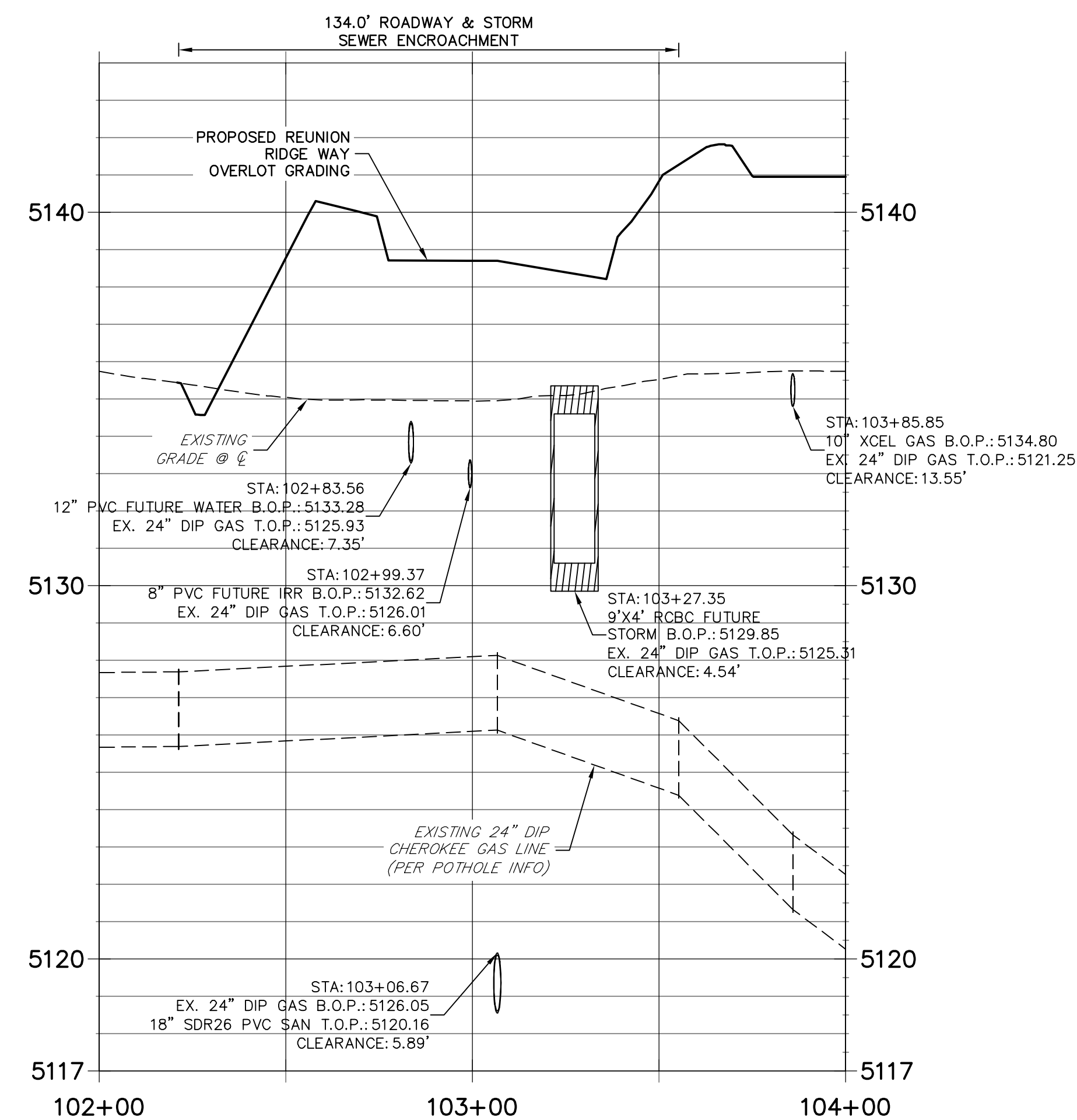


XCEL LICENSE AGREEMENT EXHIBIT  
CHEROKEE GAS PLAN AND PROFILE  
JOB NO. 14421.29  
9/24/2021  
SHEET 2 OF 4

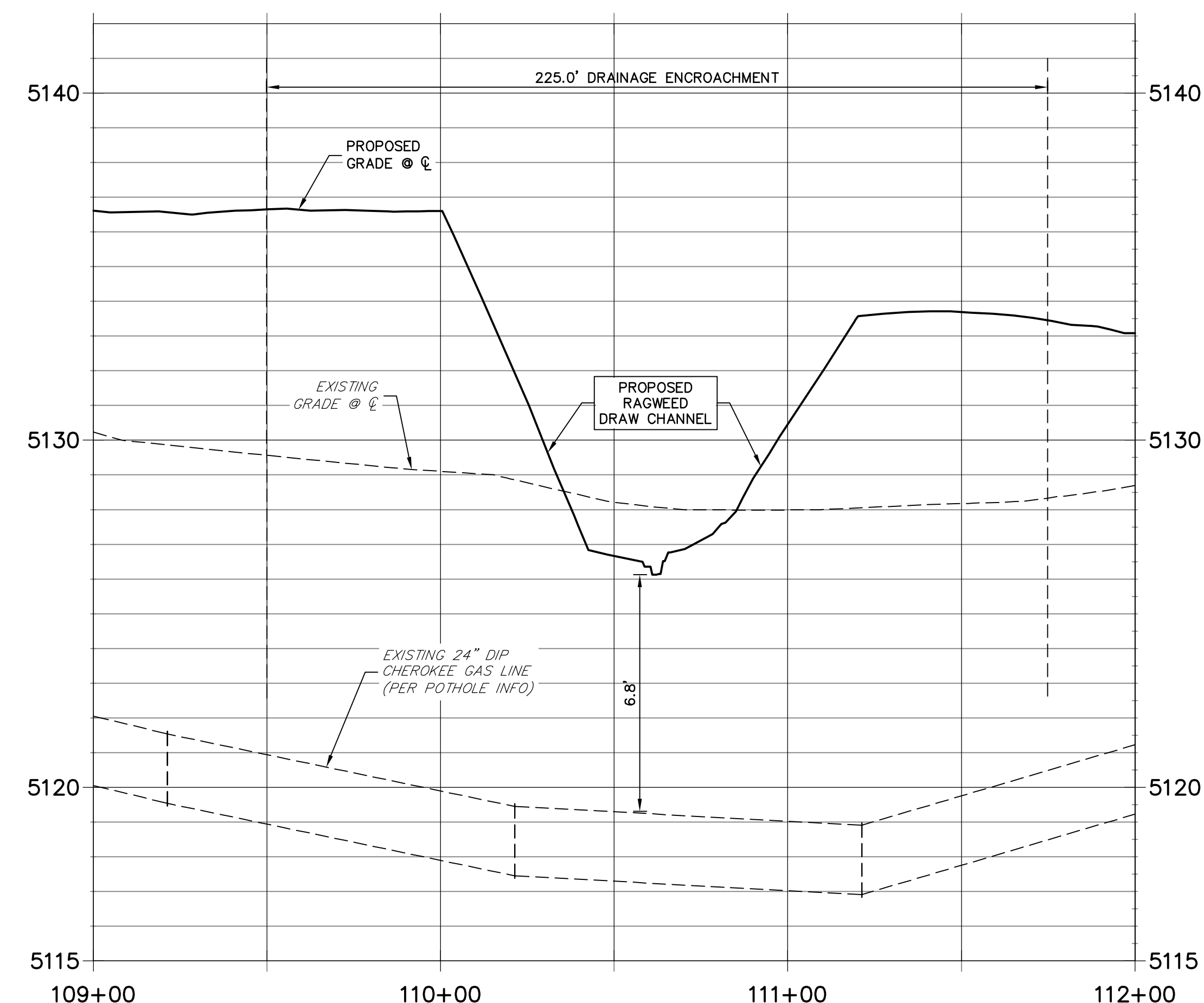


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CL- 24INCH CHEROKEE GAS LINE PROFILE (1)  
STA 102+00.00 TO 104+00.00



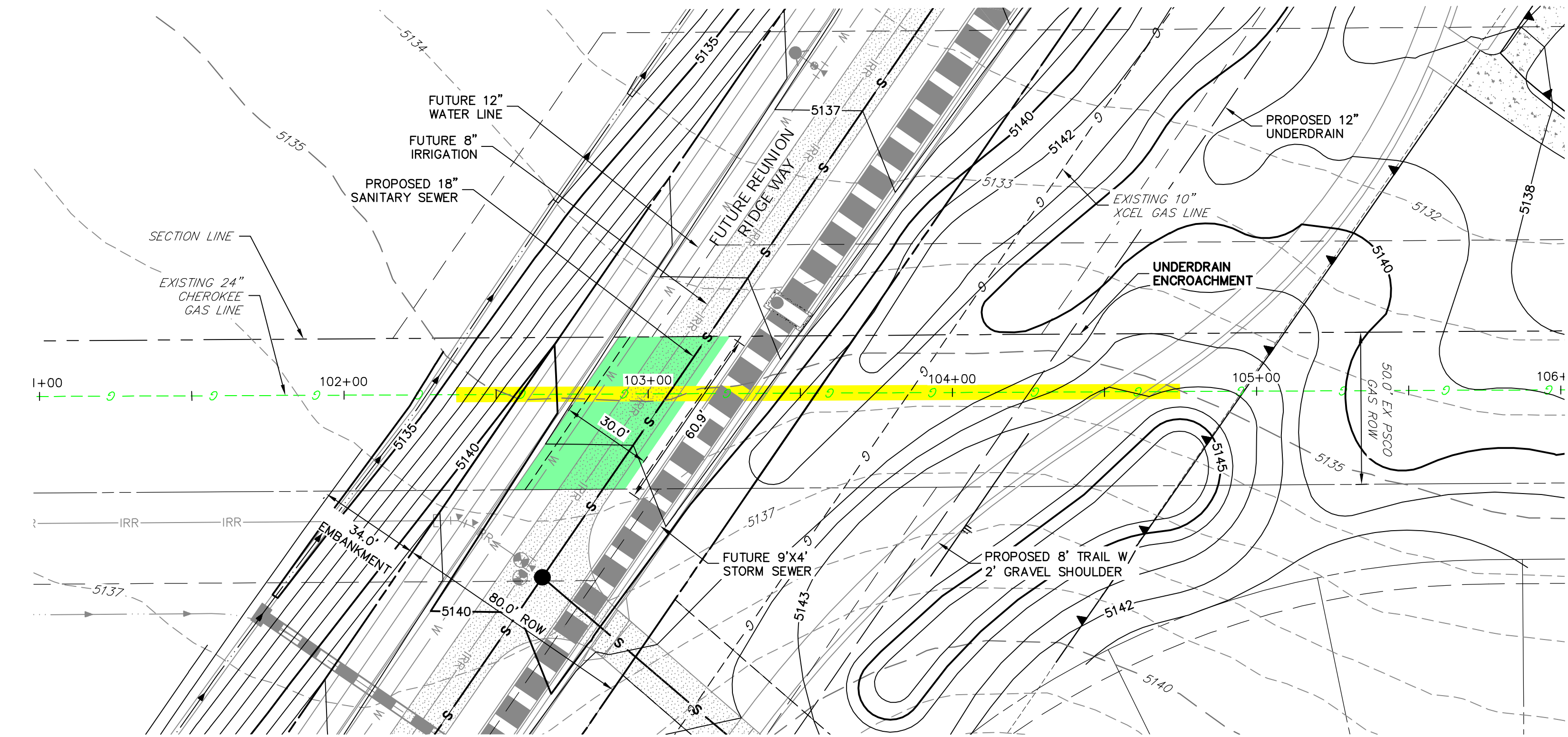
CL- 24INCH CHEROKEE GAS LINE PROFILE (2)  
STA 109+00.00 TO 112+00.00



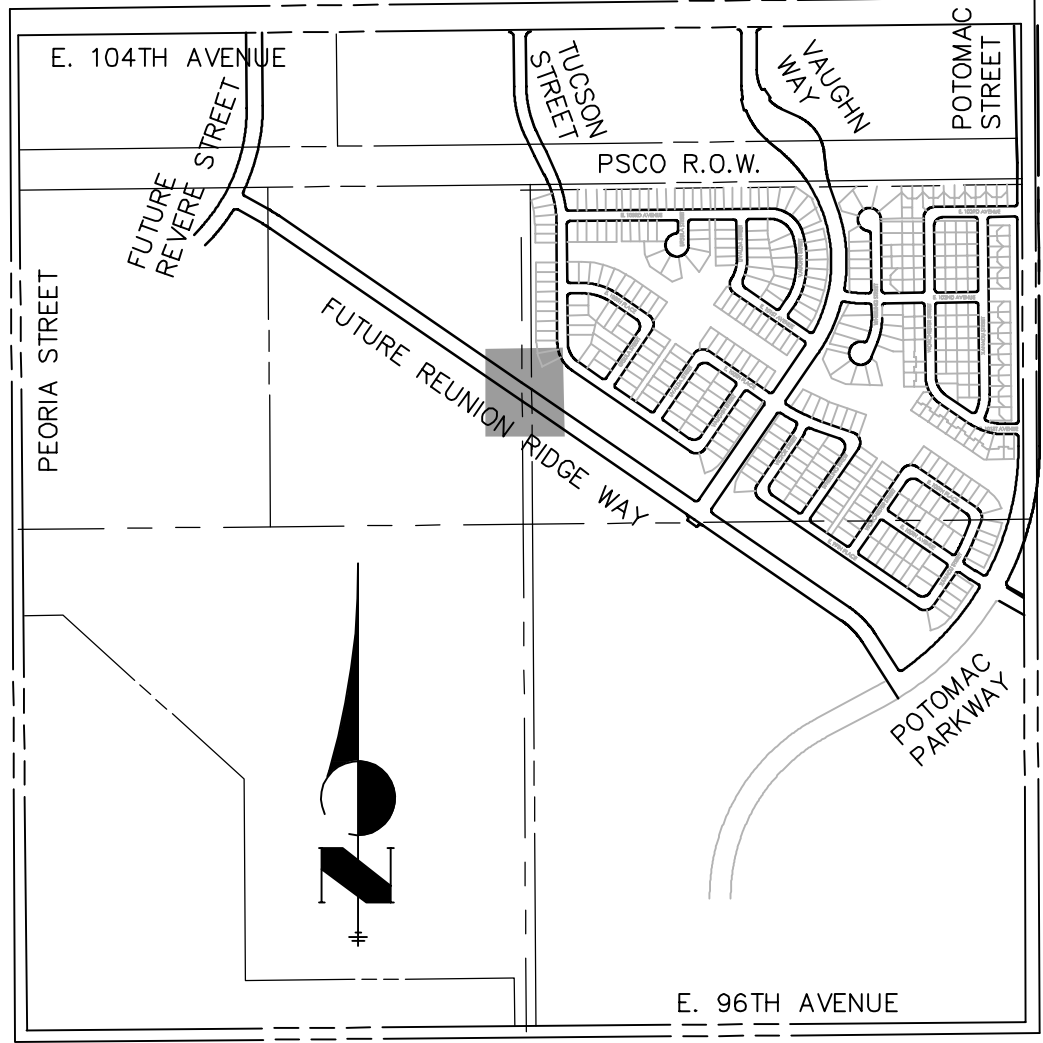
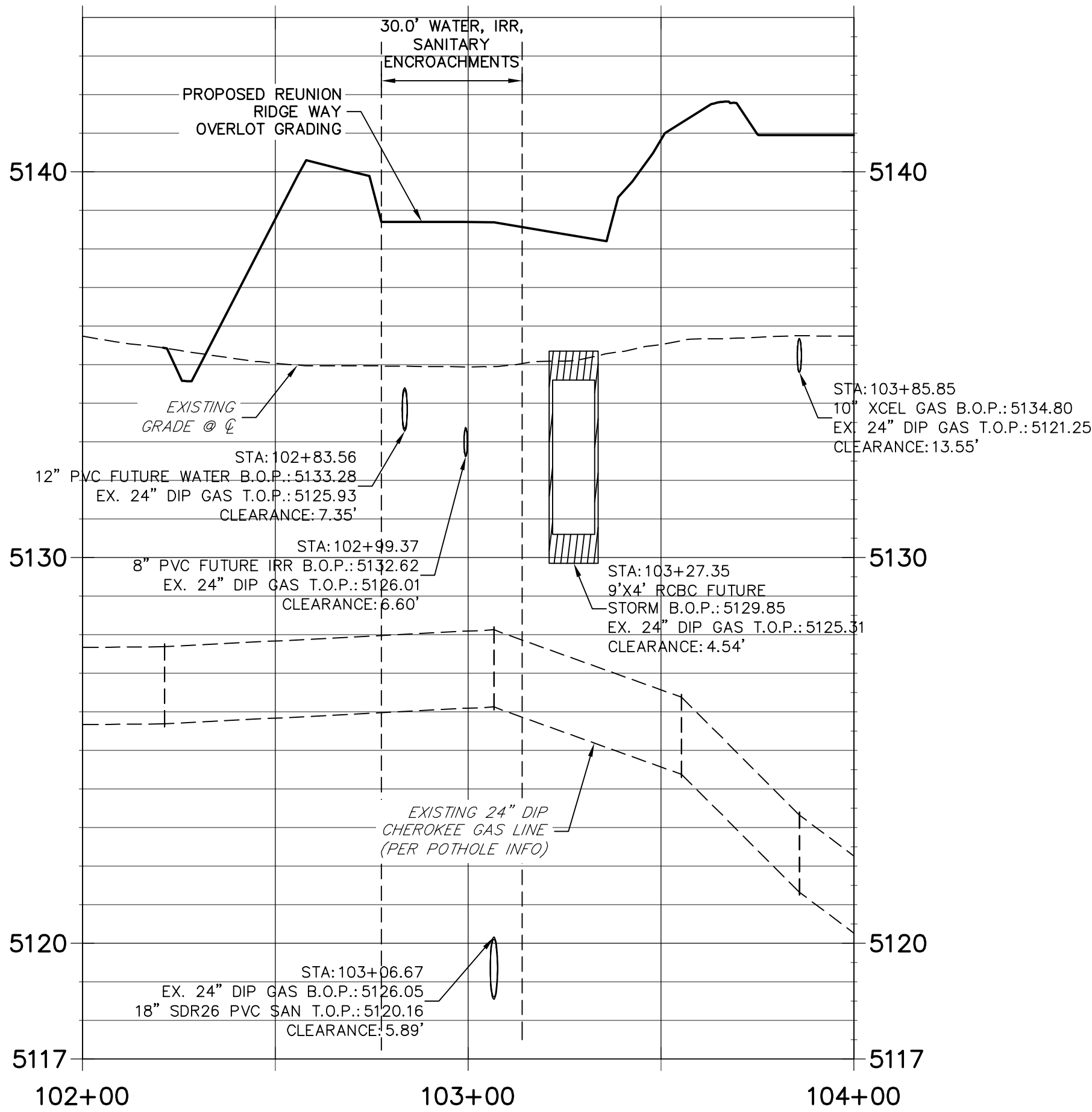


# VILLAGE 9-REUNION RIDGE PHASE 1 DISTRICT IMPROVEMENTS

XCEL LICENSE AGREEMENT EXHIBIT - SOUTH ADAMS COUNTY WATER & SANITATION DISTRICT ENCROACHMENTS  
24 INCH CHEROKEE GAS LINE PLAN AND PROFILE



CL- 24INCH CHEROKEE GAS LINE PROFILE (1)  
STA 102+00.00 TO 104+00.00

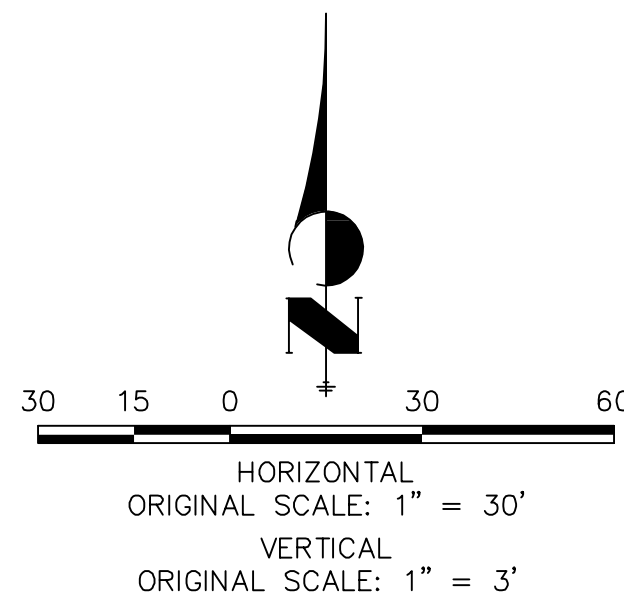


**LEGEND**

- PROPOSED 6" VERTICAL CURB AND GUTTER
- FUTURE 6" VERTICAL CURB AND GUTTER
- W PROPOSED POTABLE WATER LINE
- S PROPOSED SANITARY SEWER
- IRR PROPOSED NON-POTABLE WATER LINE
- PROPOSED STORM SEWER
- PROPOSED EASEMENT
- 5000 PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING CURB AND GUTTER
- W EXISTING POTABLE WATER LINE
- S EXISTING SANITARY SEWER
- IRR EXISTING NON-POTABLE WATER LINE
- EXISTING STORM SEWER
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- EXISTING SECTION LINE
- 5000 EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- CONSTRUCTION ACTIVITY AT 24" CHEROKEE PIPE



PROPOSED WATER, IRRIGATION, AND  
SANITARY ENCROACHMENTS LICENSE  
AGREEMENT TO SOUTH ADAMS COUNTY  
WATER AND SANITATION DISTRICT  
(SACWSD)



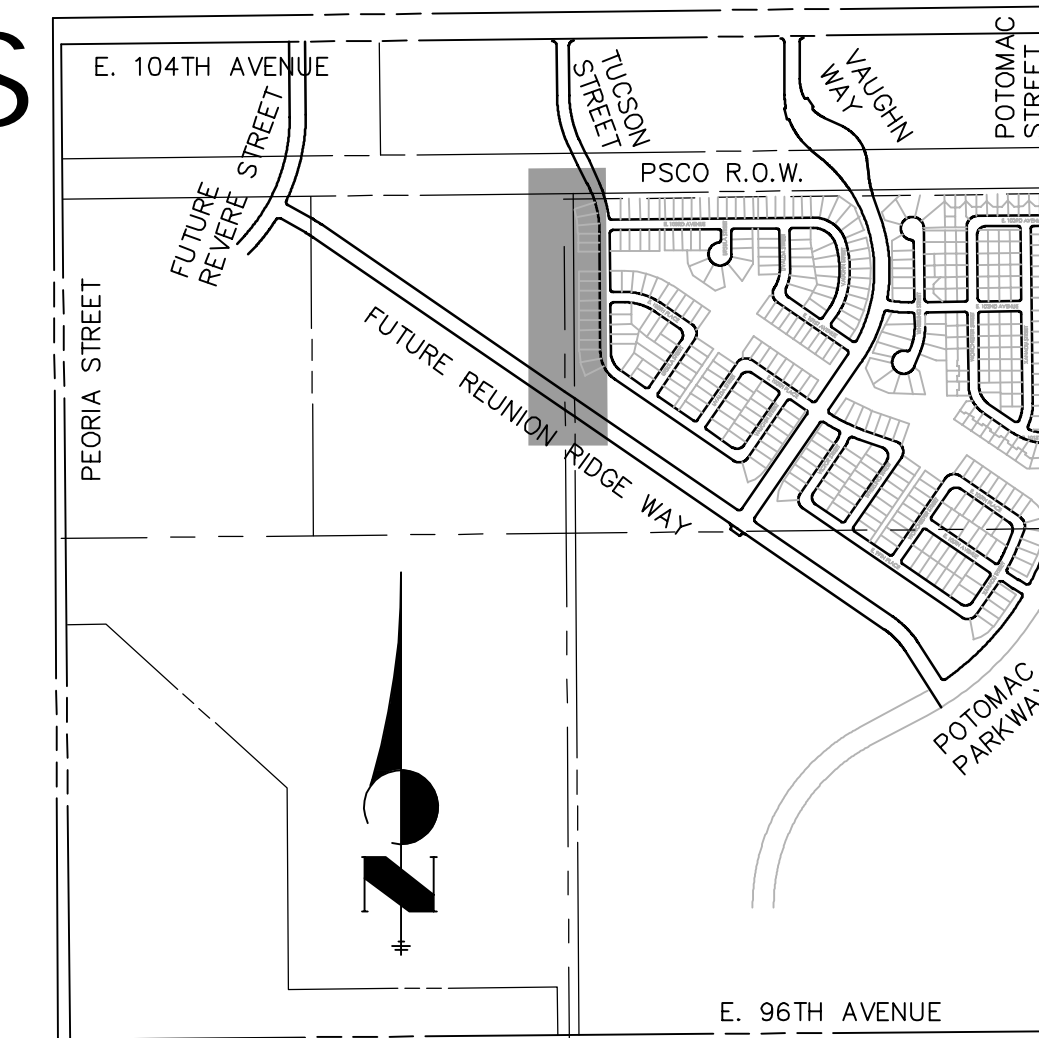
XCEL LICENSE AGREEMENT EXHIBIT  
CHEROKEE GAS PLAN AND PROFILE  
JOB NO. 14421.29  
9/24/2021  
SHEET 3 OF 4



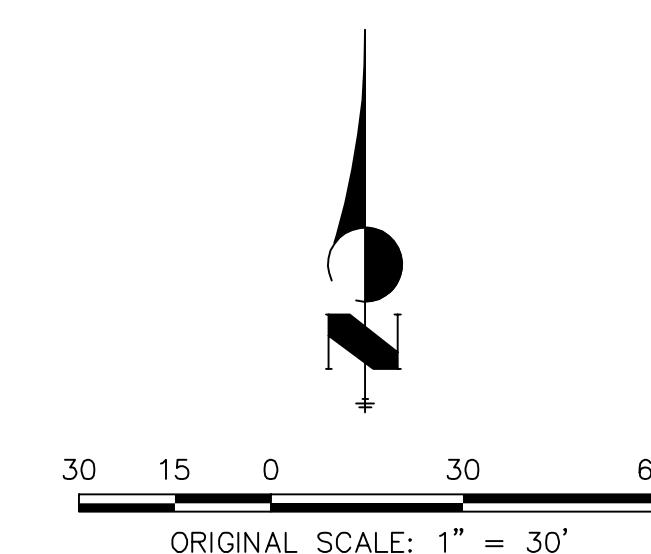
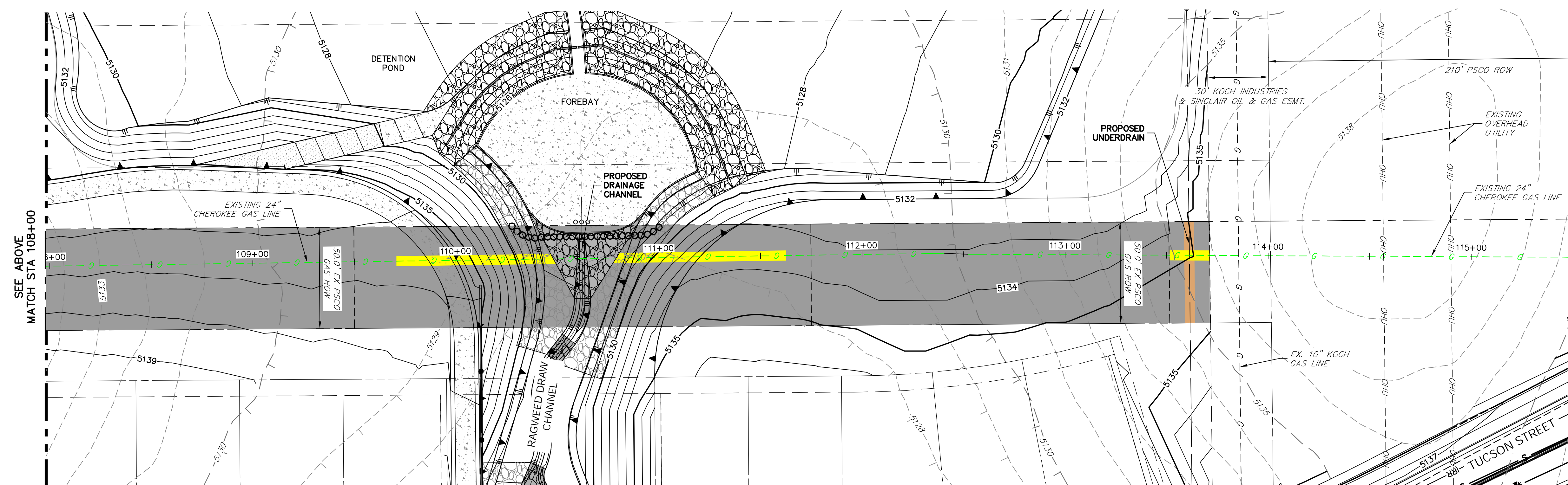
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24 INCH CHEROKEE GAS LINE



	PROPOSED 6" VERTICAL CURB AND GUTTER
	FUTURE 6" VERTICAL CURB AND GUTTER
	PROPOSED POTABLE WATER LINE
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	EXISTING MINOR CONTOUR



XCEL LICENSE AGREEMENT EXHIBIT  
CHEROKEE GAS PLAN AND PROFILE  
JOB NO. 14421.29  
9/24/2021  
SHEET 4 OF 4



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

DATE	SUBJECT	AGENDA
5/11/2022	Contracts for Southlawn Sports Court	

INITIATED BY
Aaron Clutter

STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS
<p>Board should consider the following:</p> <ol style="list-style-type: none"> <li>1. Award of Designscape's Proposal received April 13, 2022, for the site work improvements of the Sports Court.</li> <li>2. Approval of Renner Sports Change Order No. 1.</li> </ol>

BACKGROUND INFORMATION
<p>At the May 2021 Board meeting, the Board approved a contract with Renner to design and build a sports court at Southlawn in the amount of \$133,731.00, however this contract excluded items such as grading because the geotech report had not yet been completed. At the February Board meeting a proposal was submitted from Renner Sports for the originally excluded site work items for the amount of \$121,355. These items included retaining walls, concrete steps, sidewalk, and other site construction determined to be required by the completed design. The Board believed this was too high and decided to have the site work re-bid.</p> <p>Proposals were then requested from nine contractors resulting in one proposal received from Designsapes for the amount of \$121,300. This proposal includes sidewalks, retaining wall, irrigation adjustments and landscaping.</p> <p>Renner Sports insisted that they prepare the subgrade under the sports court to guarantee their work and citing a significant increase in costs from the original bid submitted a year ago, Renner Sports submitted a completely updated proposal with revised pricing on April 27, 2022. The revised total costs are \$171,849. This proposal includes the work from the original contract plus items not in the original contract that include erosion control, earthwork, and subgrade preparation for the concrete courts. The design scope of \$38,805 was included in the original contract, but was not included in in their second proposal. For the Change Order this amount will be shown in the total costs.</p>



Also, Renner Sports does not agree to sign the change order unless they are guaranteed start on this work as soon as possible. Costs for material and other construction items are rising too quickly to guarantee the costs that have been submitted beyond a few months.

Directly below are the financial details for awarding the contracts associated with this board communication. The proposals and change order are attached as described below.

## FINANCIAL DETAILS

### Site Construction:

Designscape's Proposal ( <i>Attached</i> ) -	\$121,300
Renner Sports Change Order ( <i>Attached</i> )-	\$76,923 ( <i>Increase from original contract shown</i> )
Materials Testing estimate -	\$2,500
Building Permit estimate -	<u>\$1000</u>
Sub Total:	\$201,723

Contingency ( <i>10%</i> )	\$20,172
----------------------------	----------

<b>Site Construction Total (<i>For Board Approval</i>)</b>	<b><u>\$221,895</u></b>
--	-------------------------

### FINANCIAL SUMMARY

Design & Court Total ( <i>Board Approved May 2021</i> )	\$133,731
Site Construction Total ( <i>For Board Approval May 2022</i> )	<b>\$221,895</b>
Total Cost:	\$355,626





## CHANGE ORDER

### Reunion Metropolitan District

CHANGE ORDER NO. 01

DATED: April 27, 2022

CONTRACT FOR: Southlawn Sports Court

OWNER: Reunion Metropolitan District

CONTRACTOR: Renner Sports Surfaces, LLC.

AGREEMENT DATE: May 4, 2021

The following changes are hereby made to the Contract Documents:

Justification:

Due to unforeseen delays to progress and an overall increase in materials costs from a year ago, Renner Sports is requesting this change order. The costs associated also include items not on the original contract to include erosion control, earthwork and subgrade preparation for the concrete.

Enclosures: Supplemental information will be provided upon request

Adjustment to Contract Price:

Original Contract Price	\$ 133,731.00
Net Adjustment Resulting from this Change Order (+or -)	+\$76,923.00
Current Contract Price Including this Change Order	\$ 210,654.00

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

RENNER SPORTS SURFACES, LLC

\_\_\_\_\_  
District Board Representative

\_\_\_\_\_  
Project Manager





## **PROPOSAL**

April 27, 2022

Tim Graff  
JR Engineering  
7200 S. Alton Way Ste. C400  
Centennial, CO 80112

Dear Tim,

LER, Inc. dba Renner Sports Surfaces hereby submits revised pricing and specifications 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:

1. Install (6') tall, galvanized site security fence per plan.
2. Install silt fence, vehicle tracking pads and inlet protection for erosion control per plans.
3. Provide demolition of site per plan.
4. Remove and haul off top (6") of topsoil and vegetation. Cut and stockpile soils on site for reuse. Balance site per plan sheet. We do not plan on importing any soils since on site soils are good per soils report for reuse and we are assuming this will be a balanced site. We need a water meter hook up close by provided by Owners.
5. 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.
6. Excavate a 12" x 12" perimeter grade beam around the court edges.
7. Install one (1) layer of 15-millimeter-thick Yellow Guard Poly Sheeting as a vapor retarder under the PT slabs with seams overlapped and taped.





8. Install seven-strand steel post tensioned cables in a grid pattern spaced apart according to plan set. Each cable intersection is supported on (2.5") chairs with one #4 rebar attached to the top of the cables with (30") overlaps.
9. Place (5") thick concrete slabs for both courts using a 4000 PSI concrete mix and placed by means of a laser guided concrete screed.
10. 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.
11. Install new Galvanized Fencing (10') tall on the tennis court only. 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.
12. 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.
13. 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.
14. Excavate and pour a concrete foundation for the installation of (1) Douglas Industries Gooseneck Basketball Goal Systems Model #69442 with (4.5") galvanized steel post with a (4') extension arm, a 42" x 60" rectangular steel backboard with double rim hoop and nylon net.
15. Apply one (1) coat of RSS Concrete Sealer on the tennis court only.
16. Apply (1) coat of RSS Concrete Primer on the tennis court to ensure mechanical bond of the color coatings to the concrete.
17. Patch bird baths on the tennis court only 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.





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18. Apply one (1) coat of RSS Acrylic Resurfacer on the tennis court mixed with silica-sand and water.
19. Install two (2) coats of RSS Acrylic Color Coatings with each color chosen on the tennis court. Silica-sand and water will be mixed into the color to provide texture and provide a slow speed of play.
20. Layout and stripe the tennis court 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.
21. Layout and stripe (1) pickleball court lines only on the tennis court (2") wide with RSS Colored Line in accordance with USPA specifications for play.
22. Layout and stripe the basketball court, lines only, to include a foul lane key and 3-pt line. Lines will be (2") wide lines using RSS Textured White Line Paint to NFHS specifications for play. RSS Tape Sealer is used as a prime coat to ensure crisp edges on the lines.
23. Clean up job related debris and leave the courts ready for play.

We hereby propose to furnish labor and materials – complete in accordance with the above specifications, for the sum of: **One Hundred and Seventy-One Thousand Eight Hundred and Forty-Nine Dollars (\$171,849.00). Includes performance and payment bonds.**

#### **Exclusions to Proposal:**

1. Concrete and compaction testing, court lighting, landscaping, irrigation repairs- and modifications or installation of new or existing system, seeding, sodding, repairs to curbing and or road damages due to Renner crews and subcontractor's access to the work area. If testing is 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





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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**





15440 East Fremont - Centennial, Colorado, 80112 - 303.721.9003 - 303-531-7670 fax

<b>To:</b>	JR Engineering	<b>Contact:</b>	Tim Graf
<b>Address:</b>	7200 S. Alton Way, Suite C100 Centennial, CO 80112 U.S.	<b>Phone:</b>	303-740-9393
		<b>Fax:</b>	
<b>Project Name:</b>	Reunion - Southlawn Park Landscape & Concrete 4-28-2022	<b>Bid Number:</b>	
<b>Project Location:</b>	Southlawn Pkwy & Reunion Pkwy, Commerce City, CO	<b>Bid Date:</b>	3/9/2022

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001		MOBILIZATION / SITE SUPERVISION / ADMINISTRATION	1.00	LS	\$9,849.00	\$9,849.00
002		IRRIGATION MODIFICATIONS TO EXISTING	1.00	LS	\$24,000.00	\$24,000.00
003		RTF SOD W/ SOIL PREP (4 CY/1000) & FINE GRADING	9,300.00	SF	\$1.25	\$11,625.00
004		ROCK MULCH - 1.5" TO 3" HORIZON @ 3" DEPTH	300.00	SF	\$2.25	\$675.00
005		STEEL EDGING - 6" ROLL TOP GREEN	70.00	LF	\$6.00	\$420.00
006		CONCRETE SIDEWALK - 4" THICK (DETAIL 4 & 8 / SHEET S1.0) (INCLUDES EXCAVATION FOR CONCRETE & SUBGRADE PREP)	760.00	SF	\$10.00	\$7,600.00
007		CONCRETE STAIRS W/ HANDRAIL (DETAIL 1 / SHEET S1.0) (INCLUDES EXCAVATION & SUBGRADE PREP)	56.00	LF	\$175.00	\$9,800.00
008		STEEL HANDRAILS (DETAIL 1 / SHEET S1.0)	22.00	LF	\$985.00	\$21,670.00
009		CONCRETE STEPS (DETAIL 7 / SHEET S1.0) (INCLUDES SUBGRADE PREP)	15.00	LF	\$175.00	\$2,625.00
010		BLOCK RETAINING WALL - MAX 3' HT (INCLUDES EXCAVATION, SUBGRADE PREP, DRAINAGE & BACKFILL) (DETAIL 5 / SHEET S1.0)	380.00	SF	\$79.00	\$30,020.00
011		CONCRETE CURB - 6" W X 6" H W/ #4 REBAR (DETAIL B-B / SHEET CT1.1)	58.00	LF	\$52.00	\$3,016.00
<b>Total Price for above Items:</b>						<b>\$121,300.00</b>

**Total Bid Price: \$121,300.00**

#### Notes:

- Proposal does not include electrical.
- Proposal valid for 30 days from the date of bid opening.
- Proposal does not include any import or export of soils unless otherwise noted.
- Proposal does not include permit fees.
- Proposal assumes all survey and layout to be performed by others.
- Proposal includes orange safety fence for pedestrian control.
- Price DOES NOT include prevailing wages.
- Proposal does not include erosion control.
- Proposal does not include any maintenance of landscape/ irrigation unless otherwise stated.
- Proposal does not include any repairs to existing landscape outside of limits of disturbance by DesignsCAPES operations.
- Proposal does not include any import and or placing of topsoil or any other specialty soil mixes unless specifically noted within the proposal.
- Proposal does not include any rock excavation and or removal
- Proposal assumes that existing material (i.e. irrigation heads, valves and inlet) can be re-used as needed.
- Proposal assumes that existing drain line can be abandoned in place and modified for re-connect.
- Proposal does not include materials testing or winter protection for concrete.
- Proposal does not include directional boring.

#### Payment Terms:



**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Colorado Designscares, Inc.**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** Jim Brister  
303.721.9003 jbrister@designscapes.org