

REUNION METROPOLITAN DISTRICT

8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Phone: 303-779-5710
Website: www.reunionco.com

NOTICE OF REGULAR MEETING/BUDGET HEARING AND AGENDA

DATE: November 15, 2022

TIME: 6:00 p.m.

LOCATION: Via Microsoft Teams:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDg4ZTZhMGUzZWRjNS00ODdkLTk2YzctNWE0M2QxMGYyYzFl%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%2278e91a46-bdcc-4fe5-980c-8ff3dcc70755%22%7d

Or call in (audio only)
[+1 720-547-5281](tel:+17205475281),[277466358#](tel:+17205475281) United States, Denver
Phone Conference ID: 277 466 358#

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Brett Price	President	May, 2025
Bruce Rau	Treasurer	May, 2025
Teresa Kershishnik	Assistant Secretary	May, 2023
Tim E. Roberts	Assistant Secretary	May, 2023
VACANT		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 August 2, 2022 Regular Meeting and October 19, 2022 Special Meeting/Budget Workshop (enclosures).
- B. Discuss and consider approval of 2023 insurance renewal. Consider adoption of documents needed to obtain or maintain insurance coverage through the Colorado Special Districts Property and Liability Pool and authorize membership in the Special District Association.
- C. Ratify approval of 2021 Annual Report (enclosure).
- D. Authorize updates to the website to meet the new legislation deadline of January 1, 2023.
- E. Review and Consider HOA Tribunal Recommendations.

III. MANAGER MATTERS

- A. Discuss Local Government Employers Family Medical Leave Insurance and Possible Action (enclosures).
- B. Parks/Irrigation Manager’s Report (enclosure).
 - 1. Review and consider approval of proposal from Home Town Fence for Filing 26 fence replacement in the amount of \$62,185.00 (enclosure).
 - 2. Review and consider approval of 2023 Landscape and Snow Removal Contracts with Environmental Design (EDI) (enclosures).
- C. Operation Manager’s Report (enclosure).
- D. HOA Manager’s Report (enclosure).
- E. Review and consider approval of YMCA Proposals for 2023 Rec Center and Pool Operations (enclosures).
- F. Discussion 2023 Regular Meeting Dates [February 7, May 9, August 1 and November 14 at 6:00 p.m.].

IV. FINANCIAL MATTERS

- A. Review, Ratify and consider Approval of Claims (enclosure).

- B. Review and Consider Acceptance of the September 30, 2022 Unaudited Draft Financial Statements (enclosure).
- C. Conduct Public Hearing to consider Amendment of the 2022 Budget. If necessary, consider adoption of Resolution to Amend the 2022 Budget (enclosure).
- D. Conduct Public Hearing on the proposed 2023 Budget and consider adoption of Resolution to Adopt the 2023 Budget, Appropriate Sums of Money and to Set Mill Levies (enclosures).
- E. Appointment of Board member to sign the DLG-70 Certification of Tax Levies.
- F. Consider approval of CliftonLarsonAllen LLP Statements of Work for 2023 (enclosures).
- G. Review and Consider Approval of Engagement Letter with Haynie & Company for 2022 Audit Services (enclosure).
- H. Other.

V. ENGINEER MATTERS

- A. Overall Construction Update:
 - 1. Status Update of all Construction Projects and Budget Spreadsheets (enclosures).
- B. Review and consider approval of Construction Change Orders:
 - 1. Change Order No. 01 to the Service Agreement for the Southlawn Sports Court between the District and Colorado Designscapes, Inc. for relocation of existing electrical junction box and underground lines, in the amount of \$3,500.00 (enclosure).
 - 2. Change Order No. 05 to the Service Agreement for Reunion Ridge Filing No. 1 Ragweed Draw and Phase 1 Landscape Improvements between the District and Designscapes, Inc. for garden fence design revisions, in the amount of \$2,100.00 (enclosure).
 - 3. Change Ordre No. 01 to the Service Agreement for Reunion 2022 Pond Maintenance between the District and Kenny's Local Lawn & Exterior Home Care for mowing and weed control and additional sediment removal, in the amount of \$15,780.00 (enclosure).
 - 4. Change Order No. 03 to the Service Agreement for E. 100th Avenue Improvements between the District and ESCO Construction Co. for sinking pavement, infrared and stripe in the deductive amount of (-\$11,762.50) (enclosure).

5. Change Order No. 05 to Service Agreement for Filing 37 Landscape Improvements between the District and BrightView Landscape Development for irrigation install for Tract M to N, P6 park berm grading quantities, additional irrigation install for Tract U, Phase 6 park concrete and chase drain and final quantities, extended maintenance and increased sod costs, in the amount of \$68,755.00 (enclosure).
- C. Update on 2023 Stormwater Facilities Maintenance (enclosure).
- D. Update on Underdrain Maintenance Phase 2 (enclosure).
- E. Consider Approval of Request for Variance for Reunion Ridge Filing 2 and 3 Underdrain (enclosures).
- F. Other.

VI. LEGAL MATTERS

- A. Review and consider approval of 2023 Addendum to the Policies and Procedures for Covenant and Rule Enforcement; Adoption of Resolution Concerning the 2023 Addendum to the Policies and Procedures for Covenant and Rule Enforcement (enclosure).
- B. Consider Approval of 2023 Extension to Management Agreement between Reunion Metropolitan District, North Range Metropolitan District No. 1 and Reunion HOA (enclosure).
- C. Review and Consider Approval of Resolution Recognizing Reimbursement of Amounts Due Under Funding and Reimbursement Agreement (to be distributed).
- D. Review and Consider Approval of Acceptance of Tracts or Improvements for Purpose of Maintenance.
 - a. Deed from Shea Homes Limited Partnership for Various Tracts (enclosure).
 - b. Assignments of Non-Exclusive Easements from Shea Homes Limited Partnership for Various Tracts (enclosures).
 - c. Deed from Clayton Properties Group II, Inc. for Various Tracts (enclosures).
 - d. Resolutions Accepting Maintenance of Auto Courts, Perimeter Fences and Landscaping (enclosures).
- E. Consider Engagement Letter with Cockrel Ela Glesne Greher & Ruhland, PC as general counsel to the District (enclosure).
- F. Consider Adoption of the 2023 Annual Administrative Resolution (enclosure).

- G. Consider adoption of Resolution Calling a Regular Election for Directors on May 2, 2023, appointing the DEO and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election (enclosure).
- H. Executive Session to Receive Legal Advice on Specific Legal Questions and Determine Positions Relative to Matters That May be Subject to Negotiations, Developing Strategy for Negotiations Pursuant to C.R.S., §24-6-402(4)(b) and (e) in Connection with the North Range Metropolitan District No. 1 Series 2016 Bonds and Obligations under the Mill Levy Equalization and Pledge Agreement.
- I. Other.

VII. OTHER BUSINESS

- A. Other.

VIII. ADJOURNMENT

The next regular meeting is scheduled for February 7, 2023 at 6:00 p.m. Location TBD either physical or virtual.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
REUNION METROPOLITAN DISTRICT (THE “DISTRICT”)
HELD
AUGUST 2, 2022

A regular meeting of the Board of Directors of the Reunion Metropolitan District (referred to hereafter as the “Board”) was convened on August 2, 2022 at 6:00 p.m. This District Board meeting was held at the Reunion Recreation Center, 17910 E. Parkside Drive North, Commerce City, Colorado. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Brett Price, Vice-President
Bruce Rau, Treasurer
Tim Roberts, Assistant Secretary

The absence of Director Kershisnik was excused.

Also, In Attendance Were:

Kristen Bear, Esq.; White Bear Ankele Tanaka & Waldron
Matt Urkoski, Anna Jones and Shelby Clymer; CliftonLarsonAllen LLP (“CLA”)
Raul Martinez; Reunion Metropolitan District
Aaron Clutter; JR Engineering
Jim Bogner; MSI
Abbey Irvine; Haynie & Company
Roger Japp, Susan Good, Anna Phillips, Craig Kim and Scott Davis; North Range MD No. 1; North Range MD No. 1, Subdistrict No. 1; North Range MD No. 1, Subdistrict No. 2
Jim Hayes; Oakwood Homes Co.
Steve Douglas, Kristi Douglas, Chris Shamel and Brandon Reed; residents

ADMINISTRATIVE MATTERS

Call to order and approval of agenda: Director Price called the meeting to order at 6:00 p.m. Upon a motion duly made by Director Price, seconded by Director Rau 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

RECORD OF PROCEEDINGS

by Attorney Bear that disclosures of potential conflicts of interest were filed with 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 Kershisnik was 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 in person and public participation is encouraged. The Board further noted that notice providing the time, date and meeting location 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: Steven Douglas commented on the District Board makeup and asked about the MLEPA and potential reallocation of revenues.

Roger Japp requested a total house number for North Range Metropolitan District No. 1.

Craig Kim requested copies of all engineering certified costs and accounting of all assets. He also asked for the legal citation why residents can't be on the Reunion Metropolitan District Board.

Brandon Reed inquired about a fence at STEAD School. This item was discussed as an agenda item later in the meeting, per below.

Resignation of Director Leid and Re-appointment of Officers: The Board acknowledged the resignation of Director Leid.

Election of Officers: The Board elected the following Officers:

Brett Price, President
 Bruce Rau, Treasurer
 Teresa Kershisnik, Assistant Secretary
 Tim Roberts, Assistant Secretary

CONSENT AGENDA

Minutes of the May 16, 2022 Special Meeting:

HOA Tribunal Recommendations:

Following review, upon a motion duly made by Director Price, seconded by Director Roberts and, upon vote, unanimously carried, the Board approved the Consent Agenda.

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FINANCIAL MATTERS

2021 Audit: Ms. Clymer introduced Abbey Irvine with Haynie & Company. Ms. Clymer and Ms. Irvine reviewed audit with the Board. Discussion ensued. Following discussion, upon a motion duly made by Director Price, seconded by Director Rau and, upon vote, unanimously carried, the Board approved the 2021 Audit, subjects to final legal review.

Approval of Claims: Ms. Clymer reviewed the payment of claims in the amount of \$1,696,085.48 for ratification and/or approval. Following discussion, upon a motion duly made by Director Rau, seconded by Director Price and, upon vote, unanimously carried, the Board approved and/or ratified approval of claims in the amount of \$1,696,085.48.

Unaudited Financial Statements: Ms. Clymer reviewed the Unaudited Financial Statements for the period ending June 30, 2022 with the Board. Following discussion, upon a motion duly made by Director Rau, seconded by Director Price and, upon vote, unanimously carried, the Board accepted the June 30, 2022 Unaudited Financial Statements.

Bill.com: Following discussion, upon a motion duly made by Director Rau, seconded by Director Price and, upon vote, unanimously carried, the Board assigned Director Price as the Bill.com signer.

MANAGER MATTERS

Parks/Irrigation Manager's Report: Mr. Martinez reviewed the report enclosed in the packet.

Operation Manager's report:

YMCA Facilities and Operations Assessment and Accompanying Recommendations:

Approval of YMCA Contract Extension Through the Remainder of 2022 in the amount of \$94,600.00:

Mr. Urkoski and Ms. Jones discussed the status of the Operations Assessment with the Board. Director Rau asked for feedback from residents, staff and others. Following discussion, upon a motion duly made by Director Rau, seconded by Director Roberts and, upon vote, unanimously carried, the Board approved the YMCA contract extension through the remainder of 2022 in the amount of \$94,600.00.

Filing 26 Fence Replacement Proposal with Hometown Fence in the amount of \$57,080.00: Mr. Urkoski reviewed the proposal with the Board. Director Rau asked about budget implications, noting this item can be postponed until the 2023 budget conversation as part of the capital budget.

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Director Rau asked that this be included in the 2023 draft budget for further discussion.

Employer’s Council Salary Adjustment Survey: Mr. Urkoski updated the Board on the salary adjustment survey. The Board was supportive. Staff was directed to process the salary adjustment and bring this item back for the 2023 budget discussion.

Sports Court: Following discussion, the Board requested additional information. Mr. Clutter will check to see if it can be expedited. Director Price asked to have the court playable before the arrival of cold weather.

HOA Manager’s Report: Mr. Bogner reviewed the report that was included in the packet.

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.

Recommendation of Award of Contract for Reunion 2022 Pond Maintenance: Following review, upon a motion duly made by Director Price, seconded by Director Roberts and, upon vote, unanimously carried, the Board awarded the contract for the Reunion 2022 Pond Maintenance to Kenny’s Local Lawn and Home Care in the amount of \$103,100.00.

Construction Change Orders:

Change Order #4 to Designscares for Reunion Ridge Filing #1 Phase 1 and Ragweed Draw - \$13,015.00: Mr. Clutter reviewed Change Order #4 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 #4 to Designscares for Reunion Ridge Filing #1 Phase 1 and Ragweed Draw in the amount of \$13,015.00.

Change Order #3 to BrightView for 112th Avenue Landscape Improvements Tree Removal - \$279.00: Mr. Clutter reviewed Change Order #3 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 #3 to BrightView for 112th Avenue Landscape Improvements in the amount of \$279.00.

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Change Order #3 to HEI for Infrastructure to service Reunion Filing #38 - \$19,673.53: Mr. Clutter reviewed Change Order #3 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 #3 to HEI for Infrastructure to service Reunion Filing #38 in the amount of \$19,673.53.

Change Order #1 to HEI for Reunion Filing 1 phases 2-4 Landscape Improvements - \$74,660.49: Mr. Clutter reviewed Change Order #1 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. 1 to HEI for Reunion Filing 1 Phases 204 Landscape Improvements in the amount of \$74,660.49.

Other:

Application for Acceptance of Public Improvements at 112th Avenue between Chambers Road and Parkside Drive North by JR Engineering: Mr. Clutter reviewed the Application with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Rau and, upon vote, unanimously carried, the Board approved the Application for Acceptance of Public Improvements at 112th Avenue between Chambers Road and Parkside Drive North by JR Engineering.

OTHER BUSINESS

Appointment of Board Representative to Bond Refinancing Working Group Committee: Director Rau opened the discussion and provided background information. Director Rau volunteered to be the Board Representative. Jim Hayes will coordinate the Committee meetings. Following discussion, upon a motion duly made by Director Price, seconded by Director Roberts and, upon vote, unanimously carried, the Board appointed Director Rau as the Board Representative to the Bond Refinancing Working Group Committee.

Other: None.

LEGAL MATTERS

Revisions to the Residential Improvement Guidelines and Site Restrictions Regarding the Display of Signs and Flags: Attorney Bear discussed the revisions with the Board. Following discussion, upon a motion duly made by Director Rau, seconded by Director Price and, upon vote, unanimously carried, the Board approved the Revisions to the Residential Improvement Guidelines and Site Restrictions Regarding the Display of Signs and Flags.

RECORD OF PROCEEDINGS

Conveyance of Property to the City of Commerce City, Special Warranty Deed for South Half of 100th Avenue: Attorney Bear reviewed the Conveyance with the Board. Following discussion, upon a motion duly made by Director Rau, seconded by Director Price and, upon vote, unanimously carried, the Board ratified approval of the Conveyance of Property to the City of Commerce City, Special Warranty Deed for South Half of 100th Avenue.

Executive session of the Board of Directors for the purpose of receiving legal advice pursuant to Section 24-6-402(4)(b), Colorado Revised Statutes as it relates to collection of delinquent fees and foreclosure actions: Not needed.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Price, the Board adjourned the meeting at 7:40 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING/BUDGET WORKSHOP OF
THE BOARD OF DIRECTORS OF THE
REUNION METROPOLITAN DISTRICT (THE “DISTRICT”)
HELD
OCTOBER 19, 2022

A special meeting/budget workshop of the Board of Directors of the Reunion Metropolitan District (referred to hereafter as the “Board”) was convened on October 19, 2022 at 5:15 p.m. This District Board meeting was held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Brett Price, President
Bruce Rau, Treasurer
Teresa Kershnik, Assistant Secretary

The absence of Director Roberts was excused.

Also, In Attendance Were:

Kristen Bear; White Bear Ankele Tanaka & Waldron
Matt Urkoski, Anna Jones and Shelby Clymer; CliftonLarsonAllen LLP (“CLA”)
Raul Martinez; Reunion Metropolitan District
Kimberly Armitage; YMCA
Aaron Clutter; JR Engineering
Jim Hayes; Oakwood Homes
Susan Good; North Range MD No. 1; North Range MD No. 1, Subdistrict No. 1; North Range MD No. 1, Subdistrict No. 2
Charles Wolfersberger; Charles Wolfersberger, LLC
Matt Ruhland, Esq.; Cockrel Ela Glesne Greher & Ruhland, P.C.
David Sanchez, Steve Douglas, Mark Buffington, Jessica Reynolds, Colton Kinninger, Taylor Clark, Craig, Terrik; members of the public

ADMINISTRATIVE MATTERS

Call to order and approval of agenda: Director Rau called the meeting to order at 7:04 p.m. Upon a motion duly made by Director Rau, 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

RECORD OF PROCEEDINGS

by Attorney Bear that disclosures of potential conflicts of interest were filed with 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 Roberts was 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 in person and public participation is encouraged. The Board further noted that notice providing the time, date and meeting location 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.

FINANCIAL MATTERS

Draft 2023 Budget: Ms. Clymer reviewed the 2023 draft budget, anticipated property tax revenues and associated fees. The Board had questions of Ms. Clymer. She indicated she will work on updating the budget to include the Board's input and bring back the changes to the Board at the November budget hearing.

MANAGER MATTERS

Discussion re FAMLI: No discussion.

LEGAL MATTERS

Executive session of the Board of Directors for the purpose of discussing personnel matters as they relate to staff salaries pursuant to Section 24-6-402(4)(f), Colorado Revised Statutes: Upon a motion duly made by Director Rau, seconded by Director Kershisnik and, upon vote, unanimously carried, the Board entered into executive session at 7:01 p.m.

Upon a motion duly made by Director Rau, seconded by Director Kershisnik and, upon vote, unanimously carried, the Board came out of executive session at 7:30 p.m. No action was taken.

OTHER BUSINESS

Other: None.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Rau, seconded by Director Kershnik, the Board adjourned the meeting/budget workshop at 7:34 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

**REUNION METROPOLITAN DISTRICT
NORTH RANGE METROPOLITAN DISTRICT NOS. 1, 3, 4 and 5
NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 1
NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 2
City of Commerce City, County of Adams, Colorado**

2021 ANNUAL REPORT

1. Boundary Changes Made or Proposed:
 - a. No changes made or proposed as of December 31, 2021.

2. Intergovernmental Agreements Entered Into or Proposed:
 - a. Amendment to Cost Share Agreement Phase I – 112th Avenue Improvements Chambers Road to Parkside Drive North between Reunion Metropolitan District and the City of Commerce City, dated February 2, 2021, attached as Exhibit A-1
 - b. Agreement for Snow Removal Services for Reunion Metropolitan District, attached as Exhibit A-2 – partially signed

3. Changes or Proposed Changes in Districts' Policies:
 - a. Resolution of the Board of Directors of Reunion Metropolitan District Adopting a Social Media Policy, dated February 2, 2021, attached as Exhibit B-1
 - b. Resolution of the Board of Directors of North Range Metropolitan District No. 1, North Range Metropolitan District No. 1 Subdistrict No. 1, and North Range Metropolitan District No. 1 Subdistrict No. 2 Adopting a Social Media Policy, dated February 2, 2021, attached as Exhibit B-2
 - c. Resolution of the Board of Directors of North Range Metropolitan District No. 3 Adopting a Social Media Policy, dated May 20, 2021, attached as Exhibit B-3
 - d. Resolution of the Board of Directors of North Range Metropolitan District No. 4 Adopting a Social Media Policy, dated November 11, 2021, attached as Exhibit B-4
 - e. Resolution of the Board of Directors of North Range Metropolitan District No. 5 Adopting a Social Media Policy, dated November 11, 2021, attached as Exhibit B-5
 - f. Resolution of the Board of Directors of Reunion Metropolitan District Designating the Location of Regular Meetings of the Board of Directors, dated November 9, 2021, attached as Exhibit C-1
 - g. Resolution of the Board of Directors of North Range Metropolitan District No. 1, North Range Metropolitan District No. 1 Subdistrict No. 1, and North Range Metropolitan District No. 1 Subdistrict No. 1 Designating the Location of Regular Meetings of the Board of Directors, dated November 9, 2021, attached as Exhibit C-2
 - h. Resolution of the Board of Directors of North Range Metropolitan District No. 3 Designating the Location of Regular Meetings of the Board of Directors, dated November 18, 2021, attached as Exhibit C-3

- i. Resolution of the Board of Directors of North Range Metropolitan District No. 4 Designating the Location of Regular Meetings of the Board of Directors, dated November 11, 2021, attached as Exhibit C-4
 - j. Resolution of the Board of Directors of North Range Metropolitan District No. 5 Designating the Location of Regular Meetings of the Board of Directors, dated November 11, 2021, attached as Exhibit C-5
 - k. Resolution of the Board of Directors of Reunion Metropolitan District Concerning the Adoption of the 2022 Addendum to the Policies and Procedures for Covenant and Rule Enforcement, dated November 9, 2021, attached as Exhibit D
 - l. Resolution of the Board of Directors of Reunion Metropolitan District Rescinding the Resolution Concerning the Temporary Suspension of New Late Fees and Interest and Temporary Modification to the Collections, Foreclosure and Covenant Enforcement Processes, dated May 4, 2021, attached as Exhibit E
 - m. Resolution of the Board of Directors of Reunion Metropolitan District Concerning Auto Court Parking Restrictions, dated August 9, 2021, attached as Exhibit F
 - n. Joint Resolution of the Board of Directors of Reunion Metropolitan District, North Range Metropolitan District Nos. 1-2 Concerning the Payment of Fees, dated August 3, 2021, attached as Exhibit G
 - o. Joint Resolution of Reunion Metropolitan District and North Range Metropolitan District No. 2 Concerning the Imposition of a Maintenance Fee, dated May 4, 2021, attached as Exhibit H
 - p. Amended and Restated Resolution of the Board of Directors of Reunion Metropolitan District Concerning the Imposition of District Fees, dated November 9, 2021, attached as Exhibit I
4. Change or Proposed Changes in the Districts' Operations:
 - a. There were no changes to the Districts' operations in 2021.
 5. Any Changes in the Financial Status of the District, including Revenue Projections or Operating Costs:

Changes to Revenue Projections and Operating Costs are included in the 2021 Budgets, attached hereto as Exhibits J-1 through J-7 for each District named above.
 6. A Summary of Any Litigation Involving the Districts:

There is no litigation of which we are aware currently pending against the Districts.
 7. Proposed Plans for the Year Immediately Following the Year Summarized in the Annual Report:

The Districts continue to operate as they have in previous years.
 8. Status of Construction of Public Improvements completed during 2021:

Reunion Metropolitan District entered into various construction contracts in 2021, which are summarized in Exhibit K, attached hereto.
 9. Current Assessed Value in the Districts:

Current Assessed Value is described in the 2021 Assessed Valuations, attached hereto as Exhibits L-1 through L-7.

EXHIBIT A-1
(Intergovernmental Agreements)



Procurement and Contract Cover Sheet

For Goods and Services

PROJECT INFORMATION

Description: Amendment to Cost Share Agreement – Reunion MD (112th/Chambers improvements) Phase I
 Department: Finance Division: Type Division Name
 Contract/Project Manager: Type Name Phone: Type Phone Number

SOLICITATION INFORMATION

Solicitation type:	Select Type of Solicitation	Date Submitted for Approval:	Select Date
<i>Must have City Attorney approval prior to formal solicitation.</i>		Council Approval (+\$250k):	Select Date
		Resolution No.:	Type Number
Attach applicable selection form: Procurement Justification; Collaborative Purchasing Documentation; Quotes Documentation.			
Comments: Type additional information including description of goods/services to be procured.			

CONTRACT/PROCUREMENT APPROVAL (Obtain after selection of vendor using required solicitation method.)

Contractor Name:	Reunion Metropolitan District	Contract Term	Select Length
Type of contract:	Other	Renewals:	Select Renewal
Selected by 5% local preference:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Termination Date:	Select Date or Type None or Single Use
Dollar Amount (All Years):	\$ Type Dollar Amount or Rate	Renewal Increase:	Enter, if any.
Vendor verified with State (SOS)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Date:	Select date
		Federal funding? If yes, attach EPLS	<input type="checkbox"/> Yes <input type="checkbox"/> No
Verify funding available:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Date:	Select date
		Grant Funding?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Funding Source: (include account number, if available)			
Procurement Approval Required: Select Approval Level (Signature required prior to contract routing.)		Signature: _____	
Contract Signature Required: Select Signature Required (If contract required.)		Name: Type Name of Procurement Approver	

Reviewers:

Vendor/Contractor: _____ Risk Manager: _____ City Attorney: ^{DS} RS 3/25/2021 | 5:03 PM M
 (By Contract Admin) Initials/Date N/A Initials/Date Initials/Date

Route contract in the following order for signature (as required):

1. Vendor / Contractor 3. City Attorney 5. City Clerk
 2. Department 4. City Manager/City Council 6. Return to: Type Name

Additional Notes:

**AMENDMENT TO COST SHARE AGREEMENT
PHASE I – 112TH AVENUE IMPROVEMENTS
CHAMBERS ROAD TO PARKSIDE DRIVE NORTH**

This **AMENDMENT TO COST SHARE AGREEMENT** (“**Amendment**”) is made and entered into this February 2, 2021 (“**Effective Date**”), by and between REUNION METROPOLITAN DISTRICT (“**Reunion**”), a Colorado special district and the CITY OF COMMERCE CITY, a Colorado home rule municipality (“**City**”) (collectively, “**Parties**”).

A. WHEREAS, the City and Reunion entered into that Cost Share Agreement dated November 4, 2019, regarding the construction of the 112th Avenue Improvements, including expansion of the existing Buffalo Run Golf Course parking lot; and

B. WHEREAS, the City and Reunion desire to amend the Cost Share Agreement to provide for the payment by the City for the costs of acquisition of the property rights for the parking lot expansion;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the sufficiency of which is expressly acknowledged, the Parties agree that the Cost Share Agreement is amended as follows:

1. Section 1(d) of the Cost Share Agreement is amended to conclude with the following sentence:

Notwithstanding the foregoing, the City shall reimburse Reunion, or such third party as designated by Reunion, in the amount of \$143,800.00 for the acquisition and transfer to the City of Parcel E-P2, as shown in Exhibit D, at the time of transfer of that property to the City. In furtherance of the foregoing, Reunion hereby designates Clayton Properties Group II, Inc. (“**Clayton**”) as the party to whom the City shall remit the amount set forth above, and authorizes the City to remit the amount set forth above directly to Clayton,

2. Section 5(b) of the Cost Share Agreement is amended to conclude with the following sentence:

Reunion shall cause Clayton to transfer, Parcel E-P2, as shown in Exhibit D, to the City in fee simple by special warranty deed in a form acceptable to the City, provided that:

- i. Pending such transfer, the City shall be entitled to possession of Parcel E-P2;
- ii. The transferor will file all proper returns and pay to the appropriate governmental authorities all sales, use, transfer, or other similar taxes, if any due on or as a result of the transfer of the parcel;
- iii. Real estate property taxes and assessments on Parcel E-P2 for the year of transfer, if any, shall be apportioned between the transferor and the City as of the date of transfer;

iv. The transferor and the City shall pay their own legal, consulting, accounting, and other fees relating to the transfer.

3. Counterparts. This Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto.

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

5. Effect of Agreement. All terms are of the Cost Share Agreement remain in full force and effect, except as modified by this Agreement.

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

CITY OF COMMERCE CITY

DocuSigned by:
Roger Tinklenberg
021CF2173E404F6...

Roger Tinklenberg, Interim City Manager

ATTEST:

DocuSigned by:
Dylan Gibson
798CD14FB5714B4...

Dylan A. Gibson, City Clerk



APPROVED AS TO FORM:

DocuSigned by:
Robert D. Sheesley
70E9836567F7497...

Robert D. Sheesley, City Attorney

REUNION METROPOLITAN DISTRICT

DocuSigned by:
Kelly Leid
639A8BA27EBE4FB...

Kelly R. Leid, Board President

ATTEST:

DocuSigned by:
Teresa Kershisnik
1E26899D1599464...

Secretary

EXHIBIT A-2
(Intergovernmental Agreements)

**AGREEMENT FOR
SNOW REMOVAL SERVICES**

THIS AGREEMENT FOR SNOW REMOVAL SERVICES is dated this ____ day of October, 2021, by and between **THE STEAD SCHOOL**, a public charter school organized as a Colorado non-profit corporation (the “**School**”), and **REUNION METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), collectively referred to as the “**Parties.**”

RECITALS

WHEREAS, the Parties, as government agencies, are authorized by the provisions of Colo. Const., Art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, *et seq.*, to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the District is authorized to provide services within and without the boundaries of the District, including operations and maintenance; and

WHEREAS, the Parties desire to have the District remove or plow snow from the School roads subject to the terms and conditions for such snow removal, all as are set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, authorizations, and conditions set forth in this Agreement, the Parties hereto agree to the following terms and conditions:

AGREEMENT

1. **AUTHORIZATION.** The District shall remove or plow snow, or contract for said snow removal services, during the term of this Agreement from the School roads or road segments that are identified in **Exhibit A**, which is attached hereto and is incorporated into this Agreement by this reference (the “**Services**”). The Services shall be provided in a commercially reasonable manner, and in accordance with the District’s policies and procedures. The District shall provide the Services consistent with snow removal services provided by the District for other areas within Reunion, including District standards regarding depth and frequency as implemented by the District in its sole discretion.

2. **TERM/RENEWAL.** This Agreement shall be effective as of October 18, 2021 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 9 hereof; (ii) completion of the Services; or (iii) December 31, 2021. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) above, or unless either Party 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. **INVOICES.** The cost of the Services shall be on a time and material basis, based on the rates currently charged to the District by its snow removal contractor, as listed in **Exhibit B**, attached hereto and incorporated into this Agreement by this reference. The District shall submit invoices for the Services to the School monthly during the term of this Agreement. Payment

for the Services shall be made by the School within thirty (30) days of receipt of an invoice from the District. If not timely paid, the amount outstanding shall accrue interest payable to the District at the rate of 8 percent per annum.

4. GOVERNING LAW. This Agreement, and any issues involving this Agreement, are subject to and shall be interpreted under the law of the State of Colorado. Court venue and jurisdiction shall be in the Colorado District Court for Adams County. The Parties agree that this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in, Adams County, State of Colorado.

5. SUBJECT TO ANNUAL APPROPRIATIONS. The performance of any obligations under or related to this Agreement, if any, is expressly subject to the appropriation of funds.

6. AMENDMENTS. This Agreement may be amended only in writing by the duly authorized governmental bodies of the Parties and in the same form as this Agreement.

7. NOTICES. All notices shall be sent to the following addresses:

For the District: Reunion Metropolitan District
Attn: District Manager
17910 East Parkside Drive North
Commerce City CO 80022
303-288-5431

With a copy to: WHITE BEAR ANKELE TANAKA & WALDRON
Attn: Kristen D. Bear
2154 E Commons Avenue, Suite 2000
Centennial, CO 80122
303-818-1800
kbear@wbapc.com

For the School: The STEAD School
Attn: Board Chair
18251 Homestead Trail
Commerce City, CO 80022

8. GOVERNMENTAL IMMUNITY. By entering into this Agreement, the Parties do not waive any governmental immunity available to them or their elected officials, employees or agents under § 24-10-101, *et seq.*, C.R.S., or any other federal or state law or the common law, and nothing in this Agreement shall be interpreted to effect a waiver of any such governmental immunity available to the Parties, their elected officials, employees or agents.

9. TERMINATION. Either party may terminate this Agreement for convenience upon thirty (30) calendar day's prior written notice to the other party. Any notice of termination shall state the actual effective date of termination. Upon termination of this Agreement, all rights and obligations thereunder shall terminate.

10. NO THIRD PARTY BENEFIT. 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 hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or individual homeowner or other person or entity whatsoever on or under this Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein.

12. ASSIGNMENT. The Parties shall not assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior lawful approval of the authorized governmental bodies of the Parties and in the same form as this Agreement.

13. INDEMNIFICATION. To the fullest extent permissible under the law of the State of Colorado, the Parties agree to indemnify, defend, and hold harmless the other Party, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with obligations or actions or inactions under this Agreement. The indemnity obligation under this Paragraph shall be for the full amount of any such loss, damages, injuries, claims, cause or causes of action or any liability whatsoever, including attorneys' fees, and court costs, and shall not in any way be capped or limited by the insurance provisions of this Agreement.

14. 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, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings. The Parties hereto agree that this Agreement and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes. Any electronic signature so affixed to this Agreement or any supplement or consent relating thereto shall carry the full legal force and effect of any original, handwritten signature.

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

SCHOOL:

THE STEAD SCHOOL, a public charter school organized as a Colorado non-profit corporation

Officer of the School

ATTEST:

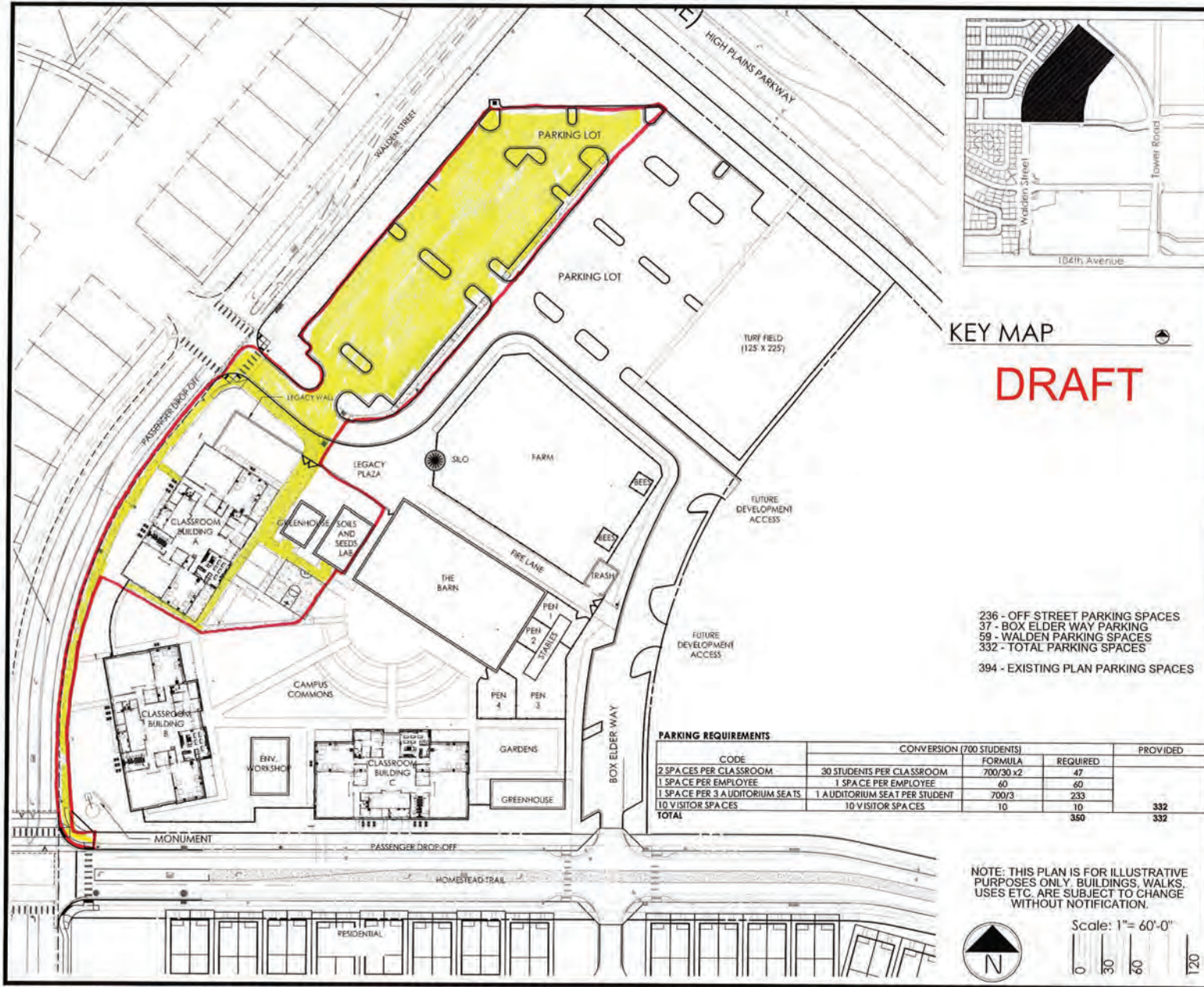
EXHIBIT A

Snow removal or plowing operations authorized under this Agreement are permitted on the following School Roads, Parking Lot(s) and Sidewalks:

All School Roads, Parking Lot(s) and Sidewalks, as generally depicted within the red border as shown on the attached map.

[See attached map.]

+608/325.5914671.+(A+)&#%I&-A* & ,A*ISIA)IÄ,+ \$ %%)S&&#



KEY MAP

DRAFT

236 - OFF STREET PARKING SPACES
 37 - BOX ELDER WAY PARKING
 59 - WALDEN PARKING SPACES
 332 - TOTAL PARKING SPACES
 394 - EXISTING PLAN PARKING SPACES

PARKING REQUIREMENTS

CODE	CONVERSION (700 STUDENTS)		PROVIDED
	FORMULA	REQUIRED	
2 SPACES PER CLASSROOM	30 STUDENTS PER CLASSROOM	700/30 x 2	47
1 SPACE PER EMPLOYEE	1 SPACE PER EMPLOYEE	40	60
1 SPACE PER 3 AUDITORIUM SEATS	1 AUDITORIUM SEAT PER STUDENT	700/3	233
10 VISITOR SPACES	10 VISITOR SPACES	10	10
TOTAL			332

NOTE: THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY. BUILDINGS, WALKS, USES ETC. ARE SUBJECT TO CHANGE WITHOUT NOTIFICATION.



Scale: 1" = 60'-0"
 0 30 60 120



PROJECT NAME	REUNION CENTER STEAD SCHOOL MASTER PLAN
ISSUE DATE	02/03/2021
REVISION DATES	
SHEET TITLE	STEAD MASTER PLAN

EXHIBIT B

Rate Schedule

A.	4X4 Pickup Truck with Wings	\$140.00/hour	1 Hour Minimum per trip
B.	4X4 ATV with 48" Blade	\$95.00/hour	1 Hour Minimum per trip
C.	Front End Loader, 2-1/2 yard bucket or larger	\$250.00/hour	2 Hour Minimum per trip
D.	Skid Steer Tractor	\$180.00/hour	2 Hour Minimum per trip
E.	Dump Truck	\$195.00/hour	2 Hour Minimum per trip
F.	Snow Blower	\$85.00/hour	1 Hour Minimum per trip
G.	Mini-Skid Steer with Broom/Plow/Blower/Bucket	\$140.00/hour	1 Hour Minimum per trip
H.	Ride On Broom	\$180.00/hour	1 Hour Minimum per trip
I.	Hand Shovel	\$65.00/hour	1 Hour Minimum per trip
J.	Ice Slicer Truck (Parking Lots)	\$99.00/trip charge	
K.	Site Inspections	\$65.00/Each Visit	
L.	Snow Stakes and Site Protection	\$65.00/hour	Plus Materials
M.	Ice Slicer	\$0.35/pound	250 Pound Minimum
N.	Ice Melt	\$1.15/pound	50 Pound Minimum

** All Rates will be increased by 50% if Client requests that services are performed during the holiday hours listed below.

- Thanksgiving Day, The Day After Thanksgiving (Black Friday), Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Easter Sunday

Certificate Of Completion

Envelope Id: DA85738FB80E4363A03AE9D6077A6885	Status: Completed
Subject: Reunion MD - STEAD School Snow Removal Agreement	
Client Name: Reunion MD	
Client Number: 011-042159-OS01-2021	
Source Envelope:	
Document Pages: 7	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kathy Suazo
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Kathy.Suazo@claconnect.com
	IP Address: 67.137.57.251


Record Tracking

Status: Original	Holder: Kathy Suazo	Location: DocuSign
10/21/2021 9:47:28 AM	Kathy.Suazo@claconnect.com	

Signer Events

Brett Price
 bprice@oakwoodhomesco.com
 Regional Vice President of Land Dev
 Security Level: Email, Account Authentication (None)

Signature



DocuSigned by:
 Brett Price
 CA13C05C3EF1467...

Signature Adoption: Pre-selected Style
 Using IP Address: 73.78.36.242

Timestamp

Sent: 10/21/2021 9:50:26 AM
 Viewed: 10/22/2021 1:25:20 PM
 Signed: 10/22/2021 1:25:40 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/22/2021 1:25:20 PM
 ID: 5105b606-68f0-4830-9bed-6a3cda1312c9

Kelly Leid
 kleid@oakwoodhomesco.com
 Board Member
 Security Level: Email, Account Authentication (None)



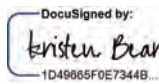
DocuSigned by:
 Kelly Leid
 639A8BA27E8E4FB...

Signature Adoption: Pre-selected Style
 Using IP Address: 174.205.173.71

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 Viewed: 10/21/2021 10:07:15 AM
 Signed: 10/21/2021 10:07:35 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/21/2021 10:07:15 AM
 ID: fb3d2d87-a689-44dd-8a16-1aea386bbbb0

Kristen Bear
 kbear@wbapc.com
 Security Level: Email, Account Authentication (None)



DocuSigned by:
 Kristen Bear
 1D49665F0E7344B...

Signature Adoption: Pre-selected Style
 Using IP Address: 64.98.54.237

Sent: 10/21/2021 9:50:27 AM
 Viewed: 10/25/2021 10:44:22 AM
 Signed: 10/25/2021 10:44:32 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/25/2021 10:44:22 AM
 ID: 8ce24eb7-28cc-4cdc-9bdf-2488a327e8f7

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

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/21/2021 9:50:27 AM
Certified Delivered	Security Checked	10/25/2021 10:44:22 AM
Signing Complete	Security Checked	10/25/2021 10:44:32 AM
Completed	Security Checked	10/25/2021 10:44:32 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

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 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 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 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.

EXHIBIT B-1
(Changes in District Policies)

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
REUNION METROPOLITAN DISTRICT

ADOPTING A SOCIAL MEDIA POLICY**

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

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) shall have the management, control and supervision of all the business affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is further empowered to adopt bylaws and rules and regulations not in conflict with the constitution and laws of the State for carrying on the business, objects and affairs of the Board and the District; and

WHEREAS, the Board recognizes that social media platforms, including, but not limited to Facebook, LinkedIn, Instagram, Twitter, or Next Door (collectively, “**Social Media**”) can be valuable tools for communicating information about the District in a quick and broad manner; and

WHEREAS, the Board also recognizes the permanence of Social Media posts, and that content posted on Social Media relating to District business may be a public record subject to retention and disclosure under the Colorado Open Records Act, §§ 24-72-201 *et seq.*, C.R.S.; and

WHEREAS, the Board desires to establish a policy to address the use of Social Media by the District, District Board members, and its employees and consultants to ensure that Social Media is utilized in a responsible manner and in accordance with applicable law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. District Representatives. This Social Media Policy (the “**Policy**”) policy shall be applicable to the District, Board members, District employees, District consultants, and the District Manager, if any (each a “**District Representative**”). This Policy shall govern the use of Social Media by a District Representative to share information online about the District, as well as use of District-sponsored Social Media.

2. District Sponsored Social Media.
 - a. *Establishment.* The District may establish one or more Social Media accounts/pages that is/are to be administered by the District Manager or such other person as may be designated by the Board (the “**Page Administrator**”), and any

of which Social Media accounts or pages may be suspended and/or deleted at any time at the sole discretion of the Board.

- b. *Postings.* Material containing any of the following shall not be posted on any District Social Media account or page:
 - i. Profane, obscene or vulgar language;
 - ii. Personal verbal attacks or threats;
 - iii. Content that encourages, promotes, fosters or perpetuates discrimination on the basis of age, race, sex, color, creed, marital status, religion, national origin, disability, sexual orientation, gender identity, or any other characteristic protected by applicable laws;
 - iv. Solicitations for businesses or commercial enterprises or links to websites or pages, other than links to related to the District (such as to the District's website, the District' management company's website or to the City of Commerce City's website to direct users to information relevant to the District);
 - v. Encouragement or endorsement of illegal activity;
 - vi. Commercial solicitations or advertisements;
 - vii. Promotion or endorsement of political organizations, groups or candidates;
 - viii. Personally identifiable medical information in violation of HIPAA laws;
 - ix. Information that may compromise the safety or security of the public;
 - x. Information that may compromise the proceeding of any criminal or civil investigation;
 - xi. Copyright infringement materials;
 - xii. Covenant enforcement matters identifying a specific property which contains personally identifiable information of the property or owner alleged to be in violation;
 - xiii. Collection matters; and/or
 - xiv. Photographs of minors without the express written consent of the parent/guardian.

- c. *Removal of Postings.* All material posted on any District Social Media account or page is subject to review by the Page Administrator, and may be removed by the Page Administrator if, in his/her sole discretion, the material posted is in violation of paragraph 2.b of this Policy.
- d. *Blocking Users and Reporting Incidents.* The District reserves the right to block users from utilizing District-sponsored Social Media who fail to abide by the guidelines stated herein and may report any threats to the appropriate authorities.
- e. *Request for Records.* Comments posted on District-sponsored Social Media will not be considered official requests for records or documents of the District.

3. District Representative Use of Social Media.

- a. *General.* When engaging with members of the public online regarding the District, whether from a personal Social Media account or page on a District Social Media account or page, District Representatives are encouraged to:
 - i. Remember their position of public responsibility, trust, and transparency;
 - ii. Double check the facts before posting;
 - iii. Be aware of posting confidential or other sensitive information;
 - iv. Maintain professionalism, honesty, and respect;
 - v. Avoid ongoing conversations or debates; and
 - vi. State facts and provide supporting information when responding to a negative post.
- b. *Disclaimer Required When Posting On Personal Social Media Regarding The District Or District-Related Business.* District representatives communicating about the District or District-related business on a personal Social Media page must disclose their connection with the District, and shall include the following disclaimer in their post: “This is a personal post and is not an official statement of the District.”

4. Amendment. The District expressly reserves the right to amend, revise, redact and/or repeal this Policy, in whole or in part, from time to time in order to further the purpose of carrying on the business, objects and affairs of the District. The foregoing shall specifically include, but not be limited to, the right to adopt new rules, regulations and/or policies and procedures as may be necessary, in the Board’s discretion.

5. Disclaimer. Public comments expressed on District-sponsored Social Media do not reflect the opinions of the District, its Board members, contractors, consultants, agents or employees. The District expressly disclaims any liability for public comments posted to any District Social Media accounts or pages.

6. Deviation. The District may deviate from the policies set forth in this Policy if in its sole discretion, such deviation is deemed reasonable under the circumstances.

7. Severability. If any part, section, subsection, sentence, clause or phrase of this Policy is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

8. Effective Date. This Policy shall become effective as of February 2, 2021.

[Remainder of Page Intentionally Left Blank. Signature Page Follows].

ADOPTED this 2nd day of February, 2021.

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

DocuSigned by:
Kelly Reid
639A8BA27EBE4FB...

Chief of the District

ATTEST:

DocuSigned by:
Teresa Kershisnik
1E26899D1599464...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

DocuSigned by:
Kristen Bear
1D49665F0E7344B...

General Counsel to the District

Certificate Of Completion

Envelope Id: F1EE498EFDD741BF8C341143600ADEE7	Status: Completed
Subject: Please DocuSign: 8.B. Resolution Adopting a Social Media Policy (RMD) 2021-02-02.pdf	
Client Name: Reunion MD	
Client Number: 011-042159-OS01-2021	
Source Envelope:	
Document Pages: 5	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	
Envelopeld Stamping: Enabled	
Time Zone: (UTC-06:00) Central Time (US & Canada)	
	Envelope Originator: Kathy Suazo 220 South 6th Street Suite 300 Minneapolis, MN 55402 Kathy.Suazo@claconnect.com IP Address: 67.137.57.251

Record Tracking

Status: Original 2/12/2021 3:07:02 PM	Holder: Kathy Suazo Kathy.Suazo@claconnect.com	Location: DocuSign
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Signer Events

Kelly Leid
kleid@oakwoodhomesco.com
Board Member
Security Level: Email, Account Authentication (None)

Signature



DocuSigned by:
Kelly Leid
639A8BA27EBE4FB...

Signature Adoption: Pre-selected Style
Using IP Address: 216.87.72.100

Timestamp

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Viewed: 2/12/2021 4:37:37 PM
Signed: 2/12/2021 4:37:42 PM

Electronic Record and Signature Disclosure:
Accepted: 2/12/2021 4:37:37 PM
ID: d110c9b4-5613-4461-b5b5-c3fdb4c6a2f5

Teresa Kershnik
terri.kershnik@sheahomes.com
Security Level: Email, Account Authentication (None)




DocuSigned by:
Teresa Kershnik
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Signature Adoption: Pre-selected Style
Using IP Address: 73.203.122.25

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Viewed: 2/12/2021 5:39:16 PM
Signed: 2/12/2021 5:39:22 PM

Electronic Record and Signature Disclosure:
Accepted: 2/12/2021 5:39:16 PM
ID: d30dcd9a-9d17-4244-affe-c701c66569b2

Kristen Bear
kbear@wbapc.com
Security Level: Email, Account Authentication (None)



DocuSigned by:
Kristen Bear
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Signature Adoption: Pre-selected Style
Using IP Address: 73.181.79.71

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Signed: 2/16/2021 10:02:29 AM

Electronic Record and Signature Disclosure:
Accepted: 2/16/2021 10:02:22 AM
ID: b00ee2c5-3bb2-4d2a-9e4c-573ca15d0674

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

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	2/16/2021 10:02:29 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

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 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 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 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.

EXHIBIT B-2
(Changes in District Policies)

**JOINT RESOLUTION
OF THE BOARDS OF DIRECTORS OF
NORTH RANGE METROPOLITAN DISTRICT NO. 1
NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 1
NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 2**

ADOPTING A SOCIAL MEDIA POLICY

WHEREAS, North Range Metropolitan District No. 1, North Range Metropolitan District No. 1, Subdistrict No. 1, and North Range Metropolitan District No. 1, Subdistrict No. 2 (each reference to a “**District**” herein shall mean a reference to each of the Districts individually) are each a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Colorado Revised Statutes; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of each District (each reference to a “**Board**” herein shall mean a reference to each of the Boards individually) shall have the management, control and supervision of all the business affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is further empowered to adopt bylaws and rules and regulations not in conflict with the constitution and laws of the State for carrying on the business, objects and affairs of the Board and the District; and

WHEREAS, the Board recognizes that social media platforms, including, but not limited to Facebook, LinkedIn, Instagram, Twitter, or Next Door (collectively, “**Social Media**”) can be valuable tools for communicating information about the District in a quick and broad manner; and

WHEREAS, the Board also recognizes the permanence of Social Media posts, and that content posted on Social Media relating to District business may be a public record subject to retention and disclosure under the Colorado Open Records Act, §§ 24-72-201 *et seq.*, C.R.S.; and

WHEREAS, the Board desires to establish a policy to address the use of Social Media by the District, District Board members, and its employees and consultants to ensure that Social Media is utilized in a responsible manner and in accordance with applicable law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. District Representatives. This Social Media Policy (the “**Policy**”) policy shall be applicable to the District, Board members, District employees, District consultants, and the District Manager, if any (each a “**District Representative**”). This Policy shall govern the use of Social Media by a District Representative to share information online about the District, as well as use of District-sponsored Social Media.

2. District Sponsored Social Media.

- a. *Establishment.* The District may establish one or more Social Media accounts/pages that is/are to be administered by the District Manager or such other person as may be designated by the Board (the “**Page Administrator**”), and any of which Social Media accounts or pages may be suspended and/or deleted at any time at the sole discretion of the Board.

- b. *Postings.* Material containing any of the following shall not be posted on any District Social Media account or page:
 - i. Profane, obscene or vulgar language;
 - ii. Personal verbal attacks or threats;
 - iii. Content that encourages, promotes, fosters or perpetuates discrimination on the basis of age, race, sex, color, creed, marital status, religion, national origin, disability, sexual orientation, gender identity, or any other characteristic protected by applicable laws;
 - iv. Solicitations for businesses or commercial enterprises or links to websites or pages, other than links to related to the District (such as to the District’s website, the District’ management company’s website or to the City of Commerce City’s website to direct users to information relevant to the District);
 - v. Encouragement or endorsement of illegal activity;
 - vi. Commercial solicitations or advertisements;
 - vii. Promotion or endorsement of political organizations, groups or candidates;
 - viii. Personally identifiable medical information in violation of HIPAA laws;
 - ix. Information that may compromise the safety or security of the public;
 - x. Information that may compromise the proceeding of any criminal or civil investigation;
 - xi. Copyright infringement materials;
 - xii. Covenant enforcement matters identifying a specific property which contains personally identifiable information of the property or owner alleged to be in violation;
 - xiii. Collection matters; and/or

xiv. Photographs of minors without the express written consent of the parent/guardian.

c. *Removal of Postings.* All material posted on any District Social Media account or page is subject to review by the Page Administrator, and may be removed by the Page Administrator if, in his/her sole discretion, the material posted is in violation of paragraph 2.b of this Policy.

d. *Blocking Users and Reporting Incidents.* The District reserves the right to block users from utilizing District-sponsored Social Media who fail to abide by the guidelines stated herein and may report any threats to the appropriate authorities.

e. *Request for Records.* Comments posted on District-sponsored Social Media will not be considered official requests for records or documents of the District.

3. District Representative Use of Social Media.

a. *General.* When engaging with members of the public online regarding the District, whether from a personal Social Media account or page on a District Social Media account or page, District Representatives are encouraged to:

- i. Remember their position of public responsibility, trust, and transparency;
- ii. Double check the facts before posting;
- iii. Be aware of posting confidential or other sensitive information;
- iv. Maintain professionalism, honesty, and respect;
- v. Avoid ongoing conversations or debates; and
- vi. State facts and provide supporting information when responding to a negative post.

b. *Disclaimer Required When Posting On Personal Social Media Regarding The District Or District-Related Business.* District representatives communicating about the District or District-related business on a personal Social Media page must disclose their connection with the District, and shall include the following disclaimer in their post: “This is a personal post and is not an official statement of the District.”

4. Amendment. The District expressly reserves the right to amend, revise, redact and/or repeal this Policy, in whole or in part, from time to time in order to further the purpose of carrying on the business, objects and affairs of the District. The foregoing shall specifically include, but

not be limited to, the right to adopt new rules, regulations and/or policies and procedures as may be necessary, in the Board's discretion.

5. Disclaimer. Public comments expressed on District-sponsored Social Media do not reflect the opinions of the District, its Board members, contractors, consultants, agents or employees. The District expressly disclaims any liability for public comments posted to any District Social Media accounts or pages.

6. Deviation. The District may deviate from the policies set forth in this Policy if in its sole discretion, such deviation is deemed reasonable under the circumstances.

7. Severability. If any part, section, subsection, sentence, clause or phrase of this Policy is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

8. Effective Date. This Policy shall become effective as of February 2, 2021.

[Remainder of Page Intentionally Left Blank. Signature Page Follows].

ADOPTED this 2nd day of February, 2021.

**NORTH RANGE METROPOLITAN
DISTRICT NO. 1,**

**NORTH RANGE METROPOLITAN
DISTRICT NO. 1, SUBDISTRICT NO. 1,**

**NORTH RANGE METROPOLITAN
DISTRICT NO. 1, SUBDISTRICT NO. 2**

each a quasi-municipal corporation and political
subdivision of the State of Colorado

DocuSigned by:
Thomas Mueller
C90CE06EF08F4A5...

Officer of the Districts

ATTEST:
DocuSigned by:
Anna Phillips
84CAB75DD1CE48A...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

DocuSigned by:
Kristen Bear
1D49665F0E7344B...

General Counsel to the Districts

Certificate Of Completion

Envelope Id: 730DF99C9E484EF7BD71924458B4B315	Status: Completed
Subject: Please DocuSign: Resolution Adopting a Social Media Policy (NR1 and Subs) 2021-02-02.pdf	
Client Name: North Range MD No. 1	
Client Number: 011-042159-OS01-2021	
Source Envelope:	
Document Pages: 5	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kathy Suazo
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Kathy.Suazo@claconnect.com
	IP Address: 67.137.57.251

Record Tracking

Status: Original 2/12/2021 3:17:42 PM	Holder: Kathy Suazo Kathy.Suazo@claconnect.com	Location: DocuSign
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Signer Events

Thomas Mueller
 tjmueller58@gmail.com
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 75.71.220.207

Timestamp

Sent: 2/12/2021 3:19:47 PM
 Viewed: 2/12/2021 4:07:47 PM
 Signed: 2/12/2021 4:08:23 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/2/2020 10:04:07 AM
 ID: fd97df94-59f2-4bfa-9ba8-da16c2a44f06

Anna Phillips
 anna@phillipz.me
 Security Level: Email, Account Authentication (None)

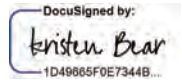


Signature Adoption: Pre-selected Style
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 Signed using mobile

Sent: 2/12/2021 4:08:24 PM
 Viewed: 2/12/2021 4:13:49 PM
 Signed: 2/12/2021 4:13:58 PM

Electronic Record and Signature Disclosure:
 Accepted: 6/16/2020 12:57:05 PM
 ID: d67a393d-270a-4ddd-bb2c-ef187a2de4f7

Kristen Bear
 kbear@wbapc.com
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 73.181.79.71

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 Viewed: 2/16/2021 10:01:32 AM
 Signed: 2/16/2021 10:01:40 AM

Electronic Record and Signature Disclosure:
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 ID: 83b78a50-25ea-454e-aa2c-a642a225f3fd

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

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/12/2021 3:19:47 PM
Certified Delivered	Security Checked	2/16/2021 10:01:32 AM
Signing Complete	Security Checked	2/16/2021 10:01:40 AM
Completed	Security Checked	2/16/2021 10:01:40 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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:

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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 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 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 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.

EXHIBIT B-3
(Changes in District Policies)

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
NORTH RANGE METROPOLITAN DISTRICT NO. 3**

ADOPTING A SOCIAL MEDIA POLICY

WHEREAS, North Range Metropolitan District No. 3 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Colorado Revised Statutes; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) shall have the management, control and supervision of all the business affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is further empowered to adopt bylaws and rules and regulations not in conflict with the constitution and laws of the State for carrying on the business, objects and affairs of the Board and the District; and

WHEREAS, the Board recognizes that social media platforms, including, but not limited to Facebook, LinkedIn, Instagram, Twitter, or Next Door (collectively, “**Social Media**”) can be valuable tools for communicating information about the District in a quick and broad manner; and

WHEREAS, the Board also recognizes the permanence of Social Media posts, and that content posted on Social Media relating to District business may be a public record subject to retention and disclosure under the Colorado Open Records Act, §§ 24-72-201 *et seq.*, C.R.S.; and

WHEREAS, the Board desires to establish a policy to address the use of Social Media by the District, District Board members, and its employees and consultants to ensure that Social Media is utilized in a responsible manner and in accordance with applicable law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. District Representatives. This Social Media Policy (the “**Policy**”) policy shall be applicable to the District, Board members, District employees, District consultants, and the District Manager, if any (each a “**District Representative**”). This Policy shall govern the use of Social Media by a District Representative to share information online about the District, as well as use of District-sponsored Social Media.
2. District Sponsored Social Media.
 - a. *Establishment.* The District may establish one or more Social Media accounts/pages that is/are to be administered by the District Manager or such other person as may be designated by the Board (the “**Page Administrator**”), and any

of which Social Media accounts or pages may be suspended and/or deleted at any time at the sole discretion of the Board.

- b. *Postings.* Material containing any of the following shall not be posted on any District Social Media account or page:
- i. Profane, obscene or vulgar language;
 - ii. Personal verbal attacks or threats;
 - iii. Content that encourages, promotes, fosters or perpetuates discrimination on the basis of age, race, sex, color, creed, marital status, religion, national origin, disability, sexual orientation, gender identity, or any other characteristic protected by applicable laws;
 - iv. Solicitations for businesses or commercial enterprises or links to websites or pages, other than links to related to the District (such as to the District's website, the District' management company's website or to the City of Commerce City's website to direct users to information relevant to the District);
 - v. Encouragement or endorsement of illegal activity;
 - vi. Commercial solicitations or advertisements;
 - vii. Promotion or endorsement of political organizations, groups or candidates;
 - viii. Personally identifiable medical information in violation of HIPAA laws;
 - ix. Information that may compromise the safety or security of the public;
 - x. Information that may compromise the proceeding of any criminal or civil investigation;
 - xi. Copyright infringement materials;
 - xii. Covenant enforcement matters identifying a specific property which contains personally identifiable information of the property or owner alleged to be in violation;
 - xiii. Collection matters; and/or
 - xiv. Photographs of minors without the express written consent of the parent/guardian.

- c. *Removal of Postings.* All material posted on any District Social Media account or page is subject to review by the Page Administrator, and may be removed by the Page Administrator if, in his/her sole discretion, the material posted is in violation of paragraph 2.b of this Policy.
- d. *Blocking Users and Reporting Incidents.* The District reserves the right to block users from utilizing District-sponsored Social Media who fail to abide by the guidelines stated herein and may report any threats to the appropriate authorities.
- e. *Request for Records.* Comments posted on District-sponsored Social Media will not be considered official requests for records or documents of the District.

3. District Representative Use of Social Media.

- a. *General.* When engaging with members of the public online regarding the District, whether from a personal Social Media account or page on a District Social Media account or page, District Representatives are encouraged to:
 - i. Remember their position of public responsibility, trust, and transparency;
 - ii. Double check the facts before posting;
 - iii. Be aware of posting confidential or other sensitive information;
 - iv. Maintain professionalism, honesty, and respect;
 - v. Avoid ongoing conversations or debates; and
 - vi. State facts and provide supporting information when responding to a negative post.
- b. *Disclaimer Required When Posting On Personal Social Media Regarding The District Or District-Related Business.* District representatives communicating about the District or District-related business on a personal Social Media page must disclose their connection with the District, and shall include the following disclaimer in their post: "This is a personal post and is not an official statement of the District."

4. Amendment. The District expressly reserves the right to amend, revise, redact and/or repeal this Policy, in whole or in part, from time to time in order to further the purpose of carrying on the business, objects and affairs of the District. The foregoing shall specifically include, but not be limited to, the right to adopt new rules, regulations and/or policies and procedures as may be necessary, in the Board's discretion.

5. Disclaimer. Public comments expressed on District-sponsored Social Media do not reflect the opinions of the District, its Board members, contractors, consultants, agents or employees. The District expressly disclaims any liability for public comments posted to any District Social Media accounts or pages.

6. Deviation. The District may deviate from the policies set forth in this Policy if in its sole discretion, such deviation is deemed reasonable under the circumstances.

7. Severability. If any part, section, subsection, sentence, clause or phrase of this Policy is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

8. Effective Date. This Policy shall become effective as of May 20, 2021.

[Remainder of Page Intentionally Left Blank. Signature Page Follows].

ADOPTED this 20th day of May, 2021.

**NORTH RANGE METROPOLITAN
DISTRICT NO. 3, a quasi-municipal corporation
and political subdivision of the State of Colorado**

DocuSigned by:
Kelly Reid
639A8BA27FBE4EB

Officer of the District

ATTEST:

DocuSigned by:
Ross Blackmer

0A802698E08E46E...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

DocuSigned by:
Kristen Bear

1D49665F0E7344B...
General Counsel to the District

EXHIBIT B-4
(Changes in District Policies)

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
NORTH RANGE METROPOLITAN DISTRICT NO. 4**

ADOPTING A SOCIAL MEDIA POLICY

WHEREAS, North Range Metropolitan District No. 4 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Colorado Revised Statutes; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) shall have the management, control and supervision of all the business affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is further empowered to adopt bylaws and rules and regulations not in conflict with the constitution and laws of the State for carrying on the business, objects and affairs of the Board and the District; and

WHEREAS, the Board recognizes that social media platforms, including, but not limited to Facebook, LinkedIn, Instagram, Twitter, or Next Door (collectively, “**Social Media**”) can be valuable tools for communicating information about the District in a quick and broad manner; and

WHEREAS, the Board also recognizes the permanence of Social Media posts, and that content posted on Social Media relating to District business may be a public record subject to retention and disclosure under the Colorado Open Records Act, §§ 24-72-201 *et seq.*, C.R.S.; and

WHEREAS, the Board desires to establish a policy to address the use of Social Media by the District, District Board members, and its employees and consultants to ensure that Social Media is utilized in a responsible manner and in accordance with applicable law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. District Representatives. This Social Media Policy (the “**Policy**”) policy shall be applicable to the District, Board members, District employees, District consultants, and the District Manager, if any (each a “**District Representative**”). This Policy shall govern the use of Social Media by a District Representative to share information online about the District, as well as use of District-sponsored Social Media.
2. District Sponsored Social Media.
 - a. *Establishment*. The District may establish one or more Social Media accounts/pages that is/are to be administered by the District Manager or such other person as may be designated by the Board (the “**Page Administrator**”), and any of which Social Media accounts or pages may be suspended and/or deleted at any time at the sole discretion of the Board.

b. *Postings.* Material containing any of the following shall not be posted on any District Social Media account or page:

- i. Profane, obscene or vulgar language;
- ii. Personal verbal attacks or threats;
- iii. Content that encourages, promotes, fosters or perpetuates discrimination on the basis of age, race, sex, color, creed, marital status, religion, national origin, disability, sexual orientation, gender identity, or any other characteristic protected by applicable laws;
- iv. Solicitations for businesses or commercial enterprises or links to websites or pages, other than links to related to the District (such as to the District's website, the District' management company's website or to the City of Commerce City's website to direct users to information relevant to the District);
- v. Encouragement or endorsement of illegal activity;
- vi. Commercial solicitations or advertisements;
- vii. Promotion or endorsement of political organizations, groups or candidates;
- viii. Personally identifiable medical information in violation of HIPAA laws;
- ix. Information that may compromise the safety or security of the public;
- x. Information that may compromise the proceeding of any criminal or civil investigation;
- xi. Copyright infringement materials;
- xii. Covenant enforcement matters identifying a specific property which contains personally identifiable information of the property or owner alleged to be in violation;
- xiii. Collection matters; and/or
- xiv. Photographs of minors without the express written consent of the parent/guardian.

c. *Removal of Postings.* All material posted on any District Social Media account or page is subject to review by the Page Administrator, and may be removed by the

Page Administrator if, in his/her sole discretion, the material posted is in violation of paragraph 2.b of this Policy.

- d. *Blocking Users and Reporting Incidents.* The District reserves the right to block users from utilizing District-sponsored Social Media who fail to abide by the guidelines stated herein and may report any threats to the appropriate authorities.
- e. *Request for Records.* Comments posted on District-sponsored Social Media will not be considered official requests for records or documents of the District.

3. District Representative Use of Social Media.

- a. *General.* When engaging with members of the public online regarding the District, whether from a personal Social Media account or page on a District Social Media account or page, District Representatives are encouraged to:
 - i. Remember their position of public responsibility, trust, and transparency;
 - ii. Double check the facts before posting;
 - iii. Be aware of posting confidential or other sensitive information;
 - iv. Maintain professionalism, honesty, and respect;
 - v. Avoid ongoing conversations or debates; and
 - vi. State facts and provide supporting information when responding to a negative post.
- b. *Disclaimer Required When Posting On Personal Social Media Regarding The District Or District-Related Business.* District representatives communicating about the District or District-related business on a personal Social Media page must disclose their connection with the District, and shall include the following disclaimer in their post: “This is a personal post and is not an official statement of the District.”

4. Amendment. The District expressly reserves the right to amend, revise, redact and/or repeal this Policy, in whole or in part, from time to time in order to further the purpose of carrying on the business, objects and affairs of the District. The foregoing shall specifically include, but not be limited to, the right to adopt new rules, regulations and/or policies and procedures as may be necessary, in the Board’s discretion.

5. Disclaimer. Public comments expressed on District-sponsored Social Media do not reflect the opinions of the District, its Board members, contractors, consultants, agents or employees. The

District expressly disclaims any liability for public comments posted to any District Social Media accounts or pages.

6. Deviation. The District may deviate from the policies set forth in this Policy if in its sole discretion, such deviation is deemed reasonable under the circumstances.

7. Severability. If any part, section, subsection, sentence, clause or phrase of this Policy is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

8. Effective Date. This Policy shall become effective as of November 11, 2021.

[Remainder of Page Intentionally Left Blank. Signature Page Follows].

ADOPTED this 11th day of November, 2021.

**NORTH RANGE METROPOLITAN
DISTRICT NO. 4**, a quasi-municipal corporation
and political subdivision of the State of Colorado

DocuSigned by:
Tim Roberts
1C278D48EC6D41E...

Officer of the District

ATTEST:

DocuSigned by:
Teresa Kershisnik
1E26899D1599464...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

DocuSigned by:
Kristen Bear
1D49665F0E7344B...

General Counsel to the District

EXHIBIT B-5
(Changes in District Policies)

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
NORTH RANGE METROPOLITAN DISTRICT NO. 5**

ADOPTING A SOCIAL MEDIA POLICY

WHEREAS, North Range Metropolitan District No. 5 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Colorado Revised Statutes; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) shall have the management, control and supervision of all the business affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is further empowered to adopt bylaws and rules and regulations not in conflict with the constitution and laws of the State for carrying on the business, objects and affairs of the Board and the District; and

WHEREAS, the Board recognizes that social media platforms, including, but not limited to Facebook, LinkedIn, Instagram, Twitter, or Next Door (collectively, “**Social Media**”) can be valuable tools for communicating information about the District in a quick and broad manner; and

WHEREAS, the Board also recognizes the permanence of Social Media posts, and that content posted on Social Media relating to District business may be a public record subject to retention and disclosure under the Colorado Open Records Act, §§ 24-72-201 *et seq.*, C.R.S.; and

WHEREAS, the Board desires to establish a policy to address the use of Social Media by the District, District Board members, and its employees and consultants to ensure that Social Media is utilized in a responsible manner and in accordance with applicable law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. District Representatives. This Social Media Policy (the “**Policy**”) policy shall be applicable to the District, Board members, District employees, District consultants, and the District Manager, if any (each a “**District Representative**”). This Policy shall govern the use of Social Media by a District Representative to share information online about the District, as well as use of District-sponsored Social Media.

2. District Sponsored Social Media.

a. *Establishment.* The District may establish one or more Social Media accounts/pages that is/are to be administered by the District Manager or such other person as may be designated by the Board (the “**Page Administrator**”), and any of which Social Media accounts or pages may be suspended and/or deleted at any time at the sole discretion of the Board.

b. *Postings.* Material containing any of the following shall not be posted on any District Social Media account or page:

- i. Profane, obscene or vulgar language;
- ii. Personal verbal attacks or threats;
- iii. Content that encourages, promotes, fosters or perpetuates discrimination on the basis of age, race, sex, color, creed, marital status, religion, national origin, disability, sexual orientation, gender identity, or any other characteristic protected by applicable laws;
- iv. Solicitations for businesses or commercial enterprises or links to websites or pages, other than links to related to the District (such as to the District’s website, the District’ management company’s website or to the City of Commerce City’s website to direct users to information relevant to the District);
- v. Encouragement or endorsement of illegal activity;
- vi. Commercial solicitations or advertisements;
- vii. Promotion or endorsement of political organizations, groups or candidates;
- viii. Personally identifiable medical information in violation of HIPAA laws;
- ix. Information that may compromise the safety or security of the public;
- x. Information that may compromise the proceeding of any criminal or civil investigation;
- xi. Copyright infringement materials;
- xii. Covenant enforcement matters identifying a specific property which contains personally identifiable information of the property or owner alleged to be in violation;
- xiii. Collection matters; and/or
- xiv. Photographs of minors without the express written consent of the parent/guardian.

c. *Removal of Postings.* All material posted on any District Social Media account or page is subject to review by the Page Administrator, and may be removed by the

Page Administrator if, in his/her sole discretion, the material posted is in violation of paragraph 2.b of this Policy.

- d. *Blocking Users and Reporting Incidents.* The District reserves the right to block users from utilizing District-sponsored Social Media who fail to abide by the guidelines stated herein and may report any threats to the appropriate authorities.
- e. *Request for Records.* Comments posted on District-sponsored Social Media will not be considered official requests for records or documents of the District.

3. District Representative Use of Social Media.

- a. *General.* When engaging with members of the public online regarding the District, whether from a personal Social Media account or page on a District Social Media account or page, District Representatives are encouraged to:
 - i. Remember their position of public responsibility, trust, and transparency;
 - ii. Double check the facts before posting;
 - iii. Be aware of posting confidential or other sensitive information;
 - iv. Maintain professionalism, honesty, and respect;
 - v. Avoid ongoing conversations or debates; and
 - vi. State facts and provide supporting information when responding to a negative post.
- b. *Disclaimer Required When Posting On Personal Social Media Regarding The District Or District-Related Business.* District representatives communicating about the District or District-related business on a personal Social Media page must disclose their connection with the District, and shall include the following disclaimer in their post: “This is a personal post and is not an official statement of the District.”

4. Amendment. The District expressly reserves the right to amend, revise, redact and/or repeal this Policy, in whole or in part, from time to time in order to further the purpose of carrying on the business, objects and affairs of the District. The foregoing shall specifically include, but not be limited to, the right to adopt new rules, regulations and/or policies and procedures as may be necessary, in the Board’s discretion.

5. Disclaimer. Public comments expressed on District-sponsored Social Media do not reflect the opinions of the District, its Board members, contractors, consultants, agents or employees. The

District expressly disclaims any liability for public comments posted to any District Social Media accounts or pages.

6. Deviation. The District may deviate from the policies set forth in this Policy if in its sole discretion, such deviation is deemed reasonable under the circumstances.

7. Severability. If any part, section, subsection, sentence, clause or phrase of this Policy is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

8. Effective Date. This Policy shall become effective as of November 11, 2021.

[Remainder of Page Intentionally Left Blank. Signature Page Follows].

ADOPTED this 11th day of November, 2021.

**NORTH RANGE METROPOLITAN
DISTRICT NO. 5**, a quasi-municipal corporation
and political subdivision of the State of Colorado

DocuSigned by:

Tim Roberts

1C278D48EC6D41E...

Officer of the District

ATTEST:

DocuSigned by:

Teresa Kershisnik

1E26899D1599464...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

DocuSigned by:

Kristen Bear

1D49665F0E7344B...

General Counsel to the District

EXHIBIT C-1
(Changes in District Policies)

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
REUNION METROPOLITAN DISTRICT**

**DESIGNATING THE LOCATION OF REGULAR MEETINGS OF THE BOARD OF
DIRECTORS**

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

WHEREAS, the Board of Directors of the District (“**Board**”) previously adopted Resolution Declaring Emergency Procedures and Authorizing Teleconferencing for Regular and Special Meetings (the “**Emergency Resolution**”); and

WHEREAS, pursuant to the Emergency Resolution, any actions, including, but not limited to the adoption of the Emergency Resolution, taken at a regular or special meeting held by teleconference platform shall be ratified at the first regular or special in-person Board meeting that takes place after adoption of the Emergency Resolution; and

WHEREAS, pursuant to § 32-1-903(1), C.R.S., the Board shall meet regularly at a time and in a location to be designated by the Board; and

WHEREAS, the Colorado Legislature enacted House Bill 21-1278 amending § 32-1-903, C.R.S., to clarify what qualifies as a meeting location for purposes of special district board meetings; and

WHEREAS, pursuant to § 32-1-903(5)(a), C.R.S., “location” means the physical, telephonic, electronic, or other virtual place, or combination of such means where a meeting can be attended; and

WHEREAS, § 32-1-903(4), C.R.S., provides that the method of conducting any meeting held prior to the effective date of this section, as amended, by telephonic, electronic, or other virtual means is validated, ratified, confirmed, and may not be challenged; and

WHEREAS, the Board desires to repeal the Emergency Resolution; and

WHEREAS, the Board desires to designate the location for regular meetings of the Board.

NOW, THEREFORE, the Board hereby RESOLVES as follows:

1. **Ratification of Prior Actions.** The Board hereby finds and determines that, pursuant to § 32-1-903(4), C.R.S., actions taken by the Board before July 7, 2021, are automatically validated, ratified and confirmed and cannot be challenged.

2. **Designation of Regular Meeting Location.** As of the date hereof, all regular meetings of the Board will be held at the following location(s):

By telephonic, electronic, or other virtual means, and notice of all meetings of the Board shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

AND/OR

Physical Meeting Location: 17910 E. Parkside Drive North
Commerce City, Colorado

3. **Notice of Meetings Location.** All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and notices of electronic meetings shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

4. **Effect of Resolution.** The above location shall remain in effect until contrary action is taken by the Board, which action must comply with §32-1-903(1), C.R.S., or §§ 32-1-903(1)(a) - 32-1-903(1)(b), C.R.S.

[Remainder of page intentionally left blank.]

ADOPTED this 9th day of November, 2021.

REUNION METROPOLITAN DISTRICT

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 to the District

EXHIBIT C-2
(Changes in District Policies)

**JOINT RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
NORTH RANGE METROPOLITAN DISTRICT NO. 1
NORTH RANGE METROPOLITAN DISTRICT NO. 1 SUBDISTRICT
NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 2**

**DESIGNATING THE LOCATION OF REGULAR MEETINGS OF THE BOARD OF
DIRECTORS**

WHEREAS, the North Range Metropolitan District No. 1, North Range Metropolitan District No. 1 Subdistrict, and North Range Metropolitan District No. 1, Subdistrict No. 2 (each reference to a “**District**” herein shall mean a reference to each of the Districts individually) are each a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, the Board of Directors of the District (“**Board**”) previously adopted Resolution Declaring Emergency Procedures and Authorizing Teleconferencing for Regular and Special Meetings (the “**Emergency Resolution**”); and

WHEREAS, pursuant to the Emergency Resolution, any actions, including, but not limited to the adoption of the Emergency Resolution, taken at a regular or special meeting held by teleconference platform shall be ratified at the first regular or special in-person Board meeting that takes place after adoption of the Emergency Resolution; and

WHEREAS, pursuant to § 32-1-903(1), C.R.S., the Board shall meet regularly at a time and in a location to be designated by the Board; and

WHEREAS, the Colorado Legislature enacted House Bill 21-1278 amending § 32-1-903, C.R.S., to clarify what qualifies as a meeting location for purposes of special district board meetings; and

WHEREAS, pursuant to § 32-1-903(5)(a), C.R.S., “location” means the physical, telephonic, electronic, or other virtual place, or combination of such means where a meeting can be attended; and

WHEREAS, § 32-1-903(4), C.R.S., provides that the method of conducting any meeting held prior to the effective date of this section, as amended, by telephonic, electronic, or other virtual means is validated, ratified, confirmed, and may not be challenged; and

WHEREAS, the Board desires to repeal the Emergency Resolution; and

WHEREAS, the Board desires to designate the location for regular meetings of the Board.

NOW, THEREFORE, the Board hereby RESOLVES as follows:

1. **Ratification of Prior Actions.** The Board hereby finds and determines that, pursuant to § 32-1-903(4), C.R.S., actions taken by the Board before July 7, 2021, are automatically validated, ratified and confirmed and cannot be challenged.

2. **Designation of Regular Meeting Location.** As of the date hereof, all regular meetings of the Board will be held at the following location(s):

By telephonic, electronic, or other virtual means, and notice of all meetings of the Board shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

AND/OR

Physical Meeting Location: 17910 E. Parkside Drive North
Commerce City, Colorado

3. **Notice of Meetings Location.** All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and notices of electronic meetings shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

4. **Effect of Resolution.** The above location shall remain in effect until contrary action is taken by the Board, which action must comply with §32-1-903(1), C.R.S., or §§ 32-1-903(1)(a) - 32-1-903(1)(b), C.R.S.

[Remainder of page intentionally left blank.]

ADOPTED this 9th day of November, 2021.

NORTH RANGE METROPOLITAN DISTRICT NO. 1,
NORTH RANGE METROPOLITAN DISTRICT NO. 1
SUBDISTRICT, AND NORTH RANGE
METROPOLITAN DISTRICT NO. 1, SUBDISTRICT
NO. 2

DocuSigned by:
Thomas Mueller
C90CE06EF08F4A5...

Officer of the Districts

ATTEST:

DocuSigned by:
Anna Phillips
84CAB75DD1CE48A...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Kristen Bear
1D49665F0E7344B...

General Counsel to the Districts

EXHIBIT C-3
(Changes in District Policies)

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
NORTH RANGE METROPOLITAN DISTRICT NO. 3**

**DESIGNATING THE LOCATION OF REGULAR MEETINGS OF THE BOARD OF
DIRECTORS**

WHEREAS, the North Range Metropolitan District No. 3 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, the Board of Directors of the District (“**Board**”) previously adopted Resolution Declaring Emergency Procedures and Authorizing Teleconferencing for Regular and Special Meetings (the “**Emergency Resolution**”); and

WHEREAS, pursuant to the Emergency Resolution, any actions, including, but not limited to the adoption of the Emergency Resolution, taken at a regular or special meeting held by teleconference platform shall be ratified at the first regular or special in-person Board meeting that takes place after adoption of the Emergency Resolution; and

WHEREAS, pursuant to § 32-1-903(1), C.R.S., the Board shall meet regularly at a time and in a location to be designated by the Board; and

WHEREAS, the Colorado Legislature enacted House Bill 21-1278 amending § 32-1-903, C.R.S., to clarify what qualifies as a meeting location for purposes of special district board meetings; and

WHEREAS, pursuant to § 32-1-903(5)(a), C.R.S., “location” means the physical, telephonic, electronic, or other virtual place, or combination of such means where a meeting can be attended; and

WHEREAS, § 32-1-903(4), C.R.S., provides that the method of conducting any meeting held prior to the effective date of this section, as amended, by telephonic, electronic, or other virtual means is validated, ratified, confirmed, and may not be challenged; and

WHEREAS, the Board desires to repeal the Emergency Resolution; and

WHEREAS, the Board desires to designate the location for regular meetings of the Board.

NOW, THEREFORE, the Board hereby RESOLVES as follows:

1. **Ratification of Prior Actions.** The Board hereby finds and determines that, pursuant to § 32-1-903(4), C.R.S., actions taken by the Board before July 7, 2021, are automatically validated, ratified and confirmed and cannot be challenged.

2. **Designation of Regular Meeting Location.** As of the date hereof, all regular meetings of the Board will be held at the following location(s):

By telephonic, electronic, or other virtual means, and notice of all meetings of the Board shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

AND/OR

Physical Meeting Location: 17910 E. Parkside Drive North
Commerce City, Colorado

3. **Notice of Meetings Location.** All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and notices of electronic meetings shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

4. **Effect of Resolution.** The above location shall remain in effect until contrary action is taken by the Board, which action must comply with §32-1-903(1), C.R.S., or §§ 32-1-903(1)(a) - 32-1-903(1)(b), C.R.S.

[Remainder of page intentionally left blank.]

ADOPTED this 18th day of November, 2021.

NORTH RANGE METROPOLITAN DISTRICT NO. 3

DocuSigned by:
Kelly Reid
639A8BA27EBE4FB...

Officer of the Districts

ATTEST:

DocuSigned by:
Brett Price
CA13C05C3EF1467...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Kristen Bear
1D49665F9E7344B...

General Counsel to the Districts

EXHIBIT C-4
(Changes in District Policies)

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
NORTH RANGE METROPOLITAN DISTRICT NO. 4**

**DESIGNATING THE LOCATION OF REGULAR MEETINGS OF THE BOARD OF
DIRECTORS**

WHEREAS, the North Range Metropolitan District No. 4 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, the Board of Directors of the District (“**Board**”) previously adopted Resolution Declaring Emergency Procedures and Authorizing Teleconferencing for Regular and Special Meetings (the “**Emergency Resolution**”); and

WHEREAS, pursuant to the Emergency Resolution, any actions, including, but not limited to the adoption of the Emergency Resolution, taken at a regular or special meeting held by teleconference platform shall be ratified at the first regular or special in-person Board meeting that takes place after adoption of the Emergency Resolution; and

WHEREAS, pursuant to § 32-1-903(1), C.R.S., the Board shall meet regularly at a time and in a location to be designated by the Board; and

WHEREAS, the Colorado Legislature enacted House Bill 21-1278 amending § 32-1-903, C.R.S., to clarify what qualifies as a meeting location for purposes of special district board meetings; and

WHEREAS, pursuant to § 32-1-903(5)(a), C.R.S., “location” means the physical, telephonic, electronic, or other virtual place, or combination of such means where a meeting can be attended; and

WHEREAS, § 32-1-903(4), C.R.S., provides that the method of conducting any meeting held prior to the effective date of this section, as amended, by telephonic, electronic, or other virtual means is validated, ratified, confirmed, and may not be challenged; and

WHEREAS, the Board desires to repeal the Emergency Resolution; and

WHEREAS, the Board desires to designate the location for regular meetings of the Board.

NOW, THEREFORE, the Board hereby RESOLVES as follows:

1. **Ratification of Prior Actions.** The Board hereby finds and determines that, pursuant to § 32-1-903(4), C.R.S., actions taken by the Board before July 7, 2021, are automatically validated, ratified and confirmed and cannot be challenged.

2. **Designation of Regular Meeting Location.** As of the date hereof, all regular meetings of the Board will be held at the following location(s):

By telephonic, electronic, or other virtual means, and notice of all meetings of the Board shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

AND/OR

Physical Meeting Location: 17910 E. Parkside Drive North
Commerce City, Colorado

3. **Notice of Meetings Location.** All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and notices of electronic meetings shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

4. **Effect of Resolution.** The above location shall remain in effect until contrary action is taken by the Board, which action must comply with §32-1-903(1), C.R.S., or §§ 32-1-903(1)(a) - 32-1-903(1)(b), C.R.S.

[Remainder of page intentionally left blank.]

ADOPTED this 11th day of November, 2021.

DocuSigned by: LANGE METROPOLITAN DISTRICT NO. 4
Tim Roberts _____
1C278D48EC6D41E...the Districts

ATTEST:

DocuSigned by:
Teresa Kershisnik _____
1E26899D1599464...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Kristen Bear _____
1D49665F0E7344B...
General Counsel to the Districts

Signature Page to Resolution Designating the Location of Regular Meetings

EXHIBIT C-5
(Changes in District Policies)

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
NORTH RANGE METROPOLITAN DISTRICT NO. 5**

**DESIGNATING THE LOCATION OF REGULAR MEETINGS OF THE BOARD OF
DIRECTORS**

WHEREAS, the North Range Metropolitan District No. 5 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, the Board of Directors of the District (“**Board**”) previously adopted Resolution Declaring Emergency Procedures and Authorizing Teleconferencing for Regular and Special Meetings (the “**Emergency Resolution**”); and

WHEREAS, pursuant to the Emergency Resolution, any actions, including, but not limited to the adoption of the Emergency Resolution, taken at a regular or special meeting held by teleconference platform shall be ratified at the first regular or special in-person Board meeting that takes place after adoption of the Emergency Resolution; and

WHEREAS, pursuant to § 32-1-903(1), C.R.S., the Board shall meet regularly at a time and in a location to be designated by the Board; and

WHEREAS, the Colorado Legislature enacted House Bill 21-1278 amending § 32-1-903, C.R.S., to clarify what qualifies as a meeting location for purposes of special district board meetings; and

WHEREAS, pursuant to § 32-1-903(5)(a), C.R.S., “location” means the physical, telephonic, electronic, or other virtual place, or combination of such means where a meeting can be attended; and

WHEREAS, § 32-1-903(4), C.R.S., provides that the method of conducting any meeting held prior to the effective date of this section, as amended, by telephonic, electronic, or other virtual means is validated, ratified, confirmed, and may not be challenged; and

WHEREAS, the Board desires to repeal the Emergency Resolution; and

WHEREAS, the Board desires to designate the location for regular meetings of the Board.

NOW, THEREFORE, the Board hereby RESOLVES as follows:

1. **Ratification of Prior Actions.** The Board hereby finds and determines that, pursuant to § 32-1-903(4), C.R.S., actions taken by the Board before July 7, 2021, are automatically validated, ratified and confirmed and cannot be challenged.

2. **Designation of Regular Meeting Location.** As of the date hereof, all regular meetings of the Board will be held at the following location(s):

By telephonic, electronic, or other virtual means, and notice of all meetings of the Board shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

AND/OR

Physical Meeting Location: 17910 E. Parkside Drive North
Commerce City, Colorado

3. **Notice of Meetings Location.** All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and notices of electronic meetings shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

4. **Effect of Resolution.** The above location shall remain in effect until contrary action is taken by the Board, which action must comply with §32-1-903(1), C.R.S., or §§ 32-1-903(1)(a) - 32-1-903(1)(b), C.R.S.

[Remainder of page intentionally left blank.]

ADOPTED this 11th day of November, 2021.

NORTH RANGE METROPOLITAN DISTRICT NO. 5

DocuSigned by:
Tim Roberts
1C278D48EC6D41E...

Officer of the Districts

ATTEST:

DocuSigned by:
Teresa Kershisnik
1E26899D1599464...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Kristen Bear
1D49665F0E7344B...

General Counsel to the Districts

EXHIBIT D
(Changes in District Policies)

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
REUNION METROPOLITAN DISTRICT**

**CONCERNING THE ADOPTION OF THE 2022 ADDENDUM TO THE POLICIES AND
PROCEDURES FOR COVENANT AND RULE ENFORCEMENT**

WHEREAS, Reunion Metropolitan District (the “**District**”) was formed pursuant to §§32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by and Order and Decree of the District Court for Adams County, Colorado, recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on December 27, 2000 at Reception No. C0745593 (the “**Reunion Organizational Order**”) and after approval of the District’s eligible electors at an election; and

WHEREAS, the District adopted Policies and Procedures for Covenant and Rule Enforcement on November 1, 2016 (the “**Enforcement Policy**”); and

WHEREAS, the Enforcement Policy sets forth certain Landscape Escrow and Deposit for Cure Fee amounts; and

WHEREAS, the Enforcement Policy provides that the rate of the Landscape Escrow and Deposit for Cure Fee are to be established by the District pursuant to annual addenda to the Enforcement Policy; and

WHEREAS, the Board of Directors of the District desires to establish the rate of the Landscape Escrow and the Deposit for Cure Fee for 2022.

NOW, THEREFORE, be it resolved by the Board as follows:

1. 2022 ADDENDUM. The Board of Directors hereby adopts the 2022 Addendum to Policies and Procedures for Covenant and Rule Enforcement, attached hereto and incorporated herein as Exhibit A (the “**Addendum**”), which hereby establishes the rate of the Landscape Escrow and Deposit for Cure Fee to be charged and imposed by the District for the 2022 calendar year.

2. EFFECTIVE DATE. This Resolution and the Addendum shall become effective as of January 1, 2022.

ADOPTED this 9th day of November, 2021.

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 to the District

Signature page to Resolution Concerning the 2022 Addendum to the Policies and Procedures for Covenant and Rule Enforcement

EXHIBIT A

**2022 ADDENDUM TO THE
POLICIES AND PROCEDURES FOR COVENANT AND RULE ENFORCEMENT**

Effective as of January 1, 2022

Landscape Escrow	
Front or Rear Yard	\$2,500.00
Both Front and Rear Yard	\$5,000.00
For lots over 7,500 square feet	Amount to be determined on a case-by-case basis by District staff
Deposit for Cure Fee	Sliding Scale
	Based upon 10% of the estimated cost of improvements with a \$25.00 administrative fee.
	Applies to accounts with estimated costs of improvements of at least \$500.00.

EXHIBIT E
(Changes in District Policies)

**RESOLUTION
OF THE
BOARD OF DIRECTORS OF
REUNION METROPOLITAN DISTRICT**

**RESCINDING THE RESOLUTION
CONCERNING THE TEMPORARY SUSPENSION OF NEW LATE FEES AND
INTEREST AND TEMPORARY MODIFICATIONS TO THE COLLECTIONS,
FORECLOSURE AND COVENANT ENFORCEMENT PROCESSES**

WHEREAS, the Reunion Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly and validly organized as a metropolitan district in accordance with all applicable laws; and

WHEREAS, on April 10, 2020, the Board adopted Resolution of the Board of Directors of Reunion Metropolitan District Authorizing Temporary Suspension of New Late Fees and Interest and Temporary Modifications to the Collections, Foreclosure and Covenant Enforcement Processes (the “**Temporary Modification to Collections Processes**”), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Board of Directors of the District (the “**Board**”) has determined it is in the best interest of the taxpayers and property owners of the District to rescind the Temporary Modification to Collections Processes Resolution; and

WHEREAS, Board desires to adopt this resolution to rescind the Temporary Modification to Collections Processes Resolution in its entirety.

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

1. The Board of Directors of the District does hereby rescind the Temporary Modification to Collections Processes Resolution in its entirety, effective as of June 1, 2021.
2. Effective as of June 1, 2021, the District will impose any and all new late payment fees and interest as authorized in that certain Second Amended and Restated Resolution Establishing Guidelines and for the Processing and Collection of Delinquent Fees and Charges.
3. Effective as of June 1, 2021, the District will turnover any new collection files to General Counsel, as needed.
4. Effective as of June 1, 2021, the District will direct General Counsel to proceed with any legal action/work on collection and covenant enforcement files in their office and to file any new foreclosure actions, as needed.

[Signature Page Follows]

ADOPTED THIS 4TH DAY OF MAY, 2021.

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 to the District

EXHIBIT F
(Changes in District Policies)

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
REUNION METROPOLITAN DISTRICT**

CONCERNING AUTO COURT PARKING RESTRICTIONS

WHEREAS, Reunion Metropolitan District (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized pursuant to §§ 32-1-101, *et seq.*, C.R.S.; and

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

WHEREAS, pursuant to § 32-1-1001(1)(h) C.R.S., the Board shall have the management, control and supervision of all the business and affairs of the District; and

WHEREAS, North Range Metropolitan District No. 2, Subdistrict No. 1 has certain maintenance and enforcement obligations under the Supplemental Declaration of Covenants, Conditions, and Restrictions for Reunion Carriage House (Filing No. 34, Amendment No. 1), which was recorded with the Adams County Clerk and Recorder on April 16, 2020 at Reception Number 2020000035129 (the “Filing 34 Supplemental Declaration”); and

WHEREAS, pursuant to that certain Assignment of Rights Under the Supplemental Declaration of Covenants, Conditions and Restrictions for Reunion Carriage House (Filing No. 34, Amendment No. 1), recorded with the Adams County Clerk and Recorder on September 15, 2020 at Reception Number 2020000091627, North Range Metropolitan District No. 2, Subdistrict No. 1, assigned all of its rights and obligations under the Filing 34 Supplemental Declaration to the District; and

WHEREAS, North Range Metropolitan District No. 2, Subdistrict No. 1 has certain maintenance and enforcement obligations under the Supplemental Declaration of Covenants, Conditions, and Restrictions for Reunion Carriage House (Filing No. 20, First Amendment), which was recorded with the Adams County Clerk and Recorder on November 30, 2018 at Reception Number 2018000096028 (the “Filing 20 Supplemental Declaration”); and

WHEREAS, pursuant to that certain Assignment of Rights Under the Supplemental Declaration of Covenants, Conditions and Restrictions for Reunion Carriage House (Filing No. 20, First Amendment), recorded with the Adams County Clerk and Recorder on September 15, 2020 at Reception Number 2020000091626, North Range Metropolitan District No. 2, Subdistrict No. 1, assigned all of its rights and obligations under the Filing 20 Supplemental Declaration to the District; and

WHEREAS, North Range Metropolitan District No. 1, Subdistrict No. 2 has certain maintenance and enforcement obligations under the Supplemental Declaration of Covenants, Conditions, and Restrictions for Reunion Carriage House (Filing No. 18, First Amendment), which

was recorded with the Adams County Clerk and Recorder on November 30, 2018 at Reception Number 2018000096029 (the “Filing 18 Supplemental Declaration”); and

WHEREAS, pursuant to that certain Assignment of Rights Under the Supplemental Declaration of Covenants, Conditions and Restrictions for Reunion Carriage House (Filing No. 18, First Amendment), recorded with the Adams County Clerk and Recorder on February 10, 2020 at Reception Number 2020000012634, North Range Metropolitan District No. 1, Subdistrict No. 2, assigned all of its rights and obligations under the Filing 18 Supplemental Declaration to the District; and

WHEREAS, pursuant to Article 4, Section 4.2(a) of the Filing 18 Supplemental Declaration, the Filing 20 Supplemental Declaration, and the Filing 34 Supplemental Declaration, the District may adopt such regulations and rules as necessary; and

WHEREAS, as generally depicted on the Site Plan, as defined the Filing 18 Supplemental Declaration, the Filing 20 Supplemental Declaration and the Filing 34 Supplemental Declaration, each single-family residence constructed on a lot in a cluster of lots shares an automobile court (the “Auto Court”) with the other residences in such cluster of lots; and

WHEREAS, the Board desires to clarify and memorialize the policy of the District and to effectuate the intent of the Filing 18 Supplemental Declaration, the Filing 20 Supplemental Declaration, and the Filing 34 Supplemental Declaration relative to the above quoted parking restrictions on Auto Courts.

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

Parking in the Auto Courts is permitted as long as such parking does not block access for other Owners or Occupants.

Remainder of Page Intentionally Left Blank, Signature Page Follows

APPROVED AND ADOPTED THIS __ DAY OF _____, 2021.

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

DocuSigned by:
Kelly Weid
639A8BA27EBE4FB...

President

ATTEST:

DocuSigned by:
Brett Price
CA13C05C3EF1467...

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Kristen Bear
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General Counsel to the District

Certificate Of Completion

Envelope Id: 4830E9795DB348EBBEDAEC993520645E	Status: Completed
Subject: Please DocuSign: 4.C.2. Resolution Establishing Parking Restrictions in Auto Courts 2021-06-04.pdf	
Client Name: Reunion MD	
Client Number: 011-042159-OS01-2021	
Source Envelope:	
Document Pages: 3	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Kathy Suazo
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Kathy.Suazo@claconnect.com
	IP Address: 67.137.57.251


Record Tracking

Status: Original	Holder: Kathy Suazo	Location: DocuSign
8/9/2021 5:23:19 PM	Kathy.Suazo@claconnect.com	

Signer Events

Kelly Leid
kleid@oakwoodhomesco.com
Board Member
Security Level: Email, Account Authentication (None)

Signature



DocuSigned by:
Kelly Leid
639A8BA27EBE4FB...


Signature Adoption: Pre-selected Style
Using IP Address: 174.197.80.69

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Brett Price
bprice@oakwoodhomesco.com
Regional Vice President of Land Dev
Security Level: Email, Account Authentication (None)



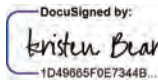
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Brett Price
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Electronic Record and Signature Disclosure:
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ID: 05d71fcf-c399-4223-b36a-ae5a3fa8f02a

Kristen Bear
kbear@wbapc.com
Security Level: Email, Account Authentication (None)



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Kristen Bear
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Signature Adoption: Pre-selected Style
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	8/10/2021 9:51:42 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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

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 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.

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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 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 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..

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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.

EXHIBIT G
(Changes in District Policies)

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**JOINT RESOLUTION
OF THE
BOARDS OF DIRECTORS
OF THE
REUNION METROPOLITAN DISTRICT, NORTH RANGE METROPOLITAN
DISTRICT NOS. 1-2, NORTH RANGE METROPOLITAN DISTRICT NO. 1,
SUBDISTRICT NO. 2, AND NORTH RANGE METROPOLITAN DISTRICT NO. 2,
SUBDISTRICT NO. 1**

CONCERNING THE PAYMENT OF FEES

WHEREAS, Reunion Metropolitan District (the "**Reunion**") was formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the "**Special District Act**"), by order of the District Court for Adams County, Colorado, and after approval of Reunion's eligible electors at an election; and

WHEREAS, Reunion is part of a multiple district structure which includes North Range Metropolitan District Nos. 1-2 (the "**North Range Districts**"); and

WHEREAS, North Range Metropolitan District No. 1, Subdistrict No. 2 ("**Subdistrict No. 2**") and North Range Metropolitan District No. 2, Subdistrict No. 1 ("**Subdistrict No. 1**" and collectively with Subdistrict No. 2, the "**Subdistricts**") (Reunion, the North Range Districts, and the Subdistricts are collectively referred to herein as the "**Districts**") were formed pursuant to the Special District Act by resolutions of the Boards of Directors of North Range Metropolitan District No. 1 and North Range Metropolitan District No. 2, respectively; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Boards of Directors of the Districts (each a "**Board**" and collectively, the "**Boards**") shall have the management, control and supervision of all the business and affairs of the Districts; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Districts are authorized to fix and impose and, from time to time, increase or decrease fees, rates, tolls, penalties, and charges for services or facilities furnished by the Districts which, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, on May 25, 2016, the Reunion Board adopted a Resolution of the Board of Directors of the Reunion Metropolitan District Concerning the Imposition of District Fees, which was recorded with the Adams County Clerk and Recorder (the "**Clerk and Recorder**") on June 6, 2016, at Reception Number 2016000043725, as amended and supplemented (the "**Reunion Resolution**"); and

WHEREAS, on November 7, 2017, the Reunion Board and the Subdistrict No. 1 Board

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adopted a Joint Resolution of the Boards of Directors of Reunion Metropolitan District and North Range Metropolitan District No. 2, Subdistrict No. 1 Concerning the Imposition of a Maintenance Fee, which was recorded with the Clerk and Recorder at Reception Number 2018000011039 on February 2, 2018, as amended (the “**Subdistrict No. 1 Resolution**”); and

WHEREAS, on November 7, 2017, the Reunion Board and the Board of Subdistrict No. 2 adopted a Joint Resolution of the Boards of Directors of Reunion Metropolitan District and North Range Metropolitan District No. 1, Subdistrict No. 2 Concerning the Imposition of a Maintenance Fee, which was recorded with the Clerk and Recorder at Reception Number 2018000011038 on February 7, 2018, as amended (the “**Subdistrict No. 2 Resolution**”); and

WHEREAS, on May 4, 2021, the Reunion Board and the Board of Directors for North Range Metropolitan District No. 2 adopted a Joint Resolution of the Boards of Director the Reunion Metropolitan District and North Range Metropolitan District No. 2 Concerning the Imposition of a Maintenance Fee, which was recorded with the Clerk and Recorder on July 15, 2021, at Reception Number 2021000084890 (the “**North Ridge No. 2 Resolution**” and, collectively with the Reunion Resolution, the Subdistrict No. 1 Resolution, and the Subdistrict No. 2 Resolution, the “**Fee Resolutions**”); and

WHEREAS, the Districts desire to amend and clarify the Fee Resolutions, and have determined that modifications to the Fee Resolutions are necessary and in the best interests of the Districts, present and future property owners within the Districts and the properties served by the Districts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. PAYMENT OF FEES: Payment for the fees set forth in the Fee Resolutions shall be made payable to the Reunion Metropolitan District and sent to the following address for receipt by the Due Date:

MSI
11002 Benton Street,
Westminster, CO 80020

2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Fee Resolutions shall remain in full force and effect.
3. PRIOR FEES. Any fees, rates, tolls penalties or charges due under the Fee Resolutions, to the extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby.
4. EFFECTIVE DATE. This Resolution shall become effective on August 3, 2021.

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APPROVED AND ADOPTED this 3rd day of August, 2021.

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

DocuSigned by:

Kelly Reid

639A8BA27EBE4FB...

Officer of Reunion

ATTEST:

DocuSigned by:

Brett Price

CA13C05C3EF1467...

**NORTH RANGE METROPOLITAN
DISTRICT NO. 1, quasi-municipal corporations
and political subdivisions of
the State of Colorado**

DocuSigned by:

Thomas Mueller

C90CE06EF08F4A5...

Officer of the District

ATTEST:

DocuSigned by:

Anna Phillips

84CAB75DD1CE48A...

**NORTH RANGE METROPOLITAN
DISTRICT NO. 1 SUBDISTRICT NO. 2, a
quasi-municipal corporation and political
subdivision of the State of Colorado**

DocuSigned by:

Thomas Mueller

C90CE06EF08F4A5...

Officer of Subdistrict No. 2

ATTEST:

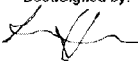
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Anna Phillips

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**NORTH RANGE METROPOLITAN
DISTRICT NO. 2**, quasi-municipal corporations
and political subdivisions of
the State of Colorado

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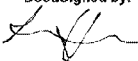
Officer of the District

ATTEST:

DocuSigned by:

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**NORTH RANGE METROPOLITAN
DISTRICT NO. 2, SUBDISTRICT NO. 1**, a
quasi-municipal corporation and political
subdivision of the State of Colorado

DocuSigned by:

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Officer of Subdistrict No. 1

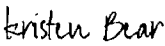
ATTEST:

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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:

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General Counsel to the Districts

EXHIBIT H
(Changes in District Policies)

**JOINT RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
REUNION METROPOLITAN DISTRICT AND NORTH RANGE METROPOLITAN
DISTRICT NO. 2**

CONCERNING THE IMPOSITION OF A MAINTENANCE FEE

WHEREAS, Reunion Metropolitan District (“**Reunion**”) was formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by order of the District Court for Adams County, Colorado, and after approval of Reunion’s eligible electors at an election; and

WHEREAS, North Range Metropolitan District (“**North Range District No. 2**”) was formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by order of the District Court for Adams County, Colorado, and after approval of eligible electors of North Range District No. 2 at an election; and

WHEREAS, Reunion and North Range District No. 2, each a “District”, are collectively referred to herein as the “Districts”; and

WHEREAS, a portion of the property within the boundaries of North Range District No. 2 is subject to that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Reunion Duets (Filing No. 36), recorded in the real property records of Adams County, Colorado, on April 16, 2020, at Reception Number 2020000035140 (the “**Declaration**”), pursuant to which North Range District No. 2 is provide certain maintenance and operation services to the property subject to the Declaration (the “**Fee Boundaries**” as more fully defined herein); and

WHEREAS, North Range District No. 2 has assigned its rights and obligations under the Declaration to Reunion pursuant to that certain Assignment of Rights Under the Supplemental Declaration of Covenants, Conditions and Restrictions for ~~Reunion Duets (Filing~~ No. 36), recorded in the real property records of Adams County, Colorado, on September 14, 2020, at Reception Number 2020000091628 (the “**Assignment**”); and

WHEREAS, the Board of North Range District No. 2 has determined it to be in the best interests of North Range District No. 2, and the property owners, taxpayers, and residents of the North Range District No. 2, for Reunion, via the Assignment, to operate and maintain those amenities and facilities benefitting the Fee Property and inhabitants of the same as set forth in the Declaration, which amenities and facilities generally include drives and sidewalks, common space and ~~front yard landscaping~~, and irrigation systems serving the common space and front yard landscaping (collectively, the “**Facilities**”); and

WHEREAS, the Board of North Range District No. 2 has determined it to be in the best interests of North Range District No. 2, and the property owners, taxpayers, and residents within

the Fee Boundaries, for Reunion, via the Assignment, to provide certain services to property and inhabitants within the Fee Boundaries, including without limitation, landscape maintenance and snow removal (collectively, the “**Services**”); and

WHEREAS, Reunion incurs or will incur certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the Facilities within the Fee Boundaries be maintained, and that the health, safety and welfare of the property within the Fee Boundaries and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Maintenance Fee**”) to provide a source of funding to pay for the Service Costs, which Service Costs are generally attributable to the persons and/or properties subject to such Maintenance Fee, is necessary to provide for the common good and for the prosperity and general welfare of the North Range District No. 2 and the inhabitants within the Fee Boundaries and for the orderly and uniform administration of the North Range District No. 2’s affairs; and

WHEREAS, the North Range District No. 2 finds that the Maintenance Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Services and paying the Service Costs, and that imposition thereof is necessary and appropriate; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., North Range District No. 2 is authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the North Range District No. 2 which, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, in accordance with the Assignment and that certain District Operating Services Agreement between Reunion and North Range Metropolitan District Nos. 1-4, dated June 3, 2016, Reunion is authorized to administer and enforce the collection of the Maintenance Fee on behalf of North Range No. 2; and

WHEREAS, Reunion intends to administer and enforce on behalf of North Range District No. 2 the Maintenance Fee.

NOW, THEREFORE, be it resolved by the Boards as follows:

1. **DEFINITIONS.** Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**Due Date**” means the date by which the Maintenance Fee is due, which Due Date is reflected on the Schedule of Fees.

“**End User**” means any third-party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit.

“**Fee Schedule**” or “**Schedule of Fees**” means the schedule of fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, until and unless otherwise amended and/or repealed.

“**Fee Boundaries**” means the legal boundaries of the property subject to the Declaration, as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

“**Residential Unit**” means each residential dwelling unit located on a Lot within the Fee Boundaries, which has been Transferred to an End User.

“**Transfer**” or “**Transferred**” shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in a tenant, tenants, purchaser or purchasers.

2. MAINTENANCE FEE.

a. The Board of North Range No. 2 has determined, and does hereby determine, that it is in the best interests of North Range District No. 2 and the residents and property owners within the Fee Boundaries to impose, and does hereby impose a Maintenance Fee to fund the Service Costs. The Maintenance Fee is hereby established and imposed in an amount as set forth by the North Range District No. 2 from time to time pursuant to an annual “Fee Schedule” and shall constitute the rate in effect until such schedule is amended or repealed. The initial Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

b. The Board of North Range No. 2 has determined, and does hereby determine, that the Maintenance Fee is reasonably related to the overall cost of providing the Services, and is imposed on those who are reasonably likely to benefit from the Services.

c. The revenues generated by the Maintenance Fee will be accounted for separately from other revenues of the North Range District No. 2. The Maintenance Fee revenue will be used solely for the purpose of paying Service Costs, and may not be used by North Range District No. 2 to pay for general administrative costs of North Range District No. 2. This restriction on the use of the Maintenance Fee revenue shall be absolute and without qualification.

d. The Board of North Range No. 2 has determined, and does hereby determine, that the Maintenance Fee is calculated to defray the cost of funding Service Costs and reasonably distributes the burden of defraying the Service Costs in a manner based on the benefits received by persons paying the fees and using the Facilities and Services.

3. COLLECTION, LATE FEES AND INTEREST. Reunion is hereby authorized to administer the collection of the Maintenance Fee on behalf of North Range District No. 2 and to enforce collection thereof on behalf of North Range District No. 2, in accordance with applicable state and federal law, and otherwise in accordance with this Joint Resolution and the Resolution of the Board of Directors of the Reunion Metropolitan District Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges (the “**Reunion Collection Resolution**”). Pursuant to § 29-1-1102(3), C.R.S., any Maintenance Fee not paid in full within fifteen (15) days after the scheduled due date will be assessed a late fee in the amount of fifteen dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding Maintenance Fees, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorney fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. Reunion, on behalf of North Range District No. 2, may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of the perpetual lien of North Range District No. 2. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys’ fees and costs and costs associated with the collection of delinquent fees, incurred by Reunion, North Range District No. 2 and/or their consultants in connection with the foregoing.

4. PAYMENT. Payment for all fees, rates, tolls, penalties, charges, interest and attorney fees shall be made by check or equivalent form acceptable to North Range District No. 2, made payable to “North Range Metropolitan District No. 2” and sent to the address indicated on the Fee Schedule. North Range District No. 2 may change the payment address from time and time and such change shall not require an amendment to this Resolution.

5. LIEN. The fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic’s liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as North Range District No. 2, or Reunion acting on behalf of the North Range District No. 2, in their sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of Adams County, Colorado.

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

7. THE PROPERTY. This Resolution shall apply to the property described in **Exhibit B**, which property is located within the boundaries of North Range District No. 2.

8. EFFECTIVE DATE. This Resolution shall become effective May 4, 2021.

ADOPTED this 4th day of May, 2021.

NORTH RANGE METROPOLITAN DISTRICT
NO. 2, a quasi-municipal corporation and political
subdivision of the State of Colorado

DocuSigned by:

Aaron Heiser

8658B7045815413...

Officer of the District

ATTEST:

DocuSigned by:

Brett Price

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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

DocuSigned by:

Kristen Bear

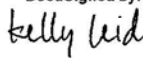
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General Counsel to the District

*Signature page by North Range Metropolitan District No. 2 to Resolution Concerning the
Imposition of a Maintenance Fee*

ADOPTED this 4th day of May, 2021.

REUNION METROPOLITAN 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 to Reunion

*Signature page by Reunion Metropolitan District to Resolution Concerning the Imposition of a
Maintenance Fee*

EXHIBIT A
NORTH RANGE METROPOLITAN DISTRICT NO. 2
Schedule of Fees
Effective May 4, 2021

Schedule of Fees		
Fee Type	Classifications	Rate
Maintenance Fee	Residential Unit	\$ 65/month
The Maintenance Fee shall be collected for each Residential Unit after such is Transferred to an End User on a periodic basis at the discretion of the Boards of Directors of North Range Metropolitan District, No. 2 and Reunion Metropolitan District ("Due Date").		

PAYMENTS: Payment for each fee shall be made payable to the North Range Metropolitan District No. 2, and sent to the following address for receipt by the Due Date:

North Range Metropolitan District No. 2
c/o CliftonLarsonAllen, LLP
8390 E. Crescent Parkway, Suite 500
Greenwood Village, CO 80111

EXHIBIT B

The following described real property located in the City of Commerce City, County of Adams, Colorado:

Lots 1-146, inclusive,
Tracts A-K, inclusive,
REUNION FILING NO. 36,
according to the plat thereof recorded October 31, 2019 at Reception No.
2019000094161,
County of Adams, State of Colorado.

EXHIBIT I
(Changes in District Policies)

After Recording, Return to:
WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

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

CONCERNING THE IMPOSITION OF DISTRICT FEES

WHEREAS, Reunion Metropolitan District (the “**District**”) was formed pursuant to §§32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by and Order and Decree of the District Court for Adams County, Colorado, recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on December 27, 2000 at Reception No. C0745593 (the “**Reunion Organizational Order**”) and after approval of the District’s eligible electors at an election; and

WHEREAS, the District is part of a multiple district structure which includes North Range Metropolitan District No. 2, North Range Metropolitan District No. 3, North Range Metropolitan District No. 4 and North Range Metropolitan District No. 5 (the “**North Range Districts**”), and collectively with the District, the “**Districts**”); and

WHEREAS, the North Range Districts were each organized by Order and Decree of the District Court for Adams County, Colorado, recorded in the real property records of the Clerk and Recorder of Adams County Colorado as follows:

North Range Metropolitan District No. 1, recorded on December 27, 2000, at Reception No. C0745262;

North Range Metropolitan District No. 2, recorded on December 27, 2000, at Reception No. C0745263;

North Range Metropolitan District No. 3, recorded on December 31, 2001, at Reception No. C0907156;

North Range Metropolitan District No. 4, recorded on December 31, 2001, at Reception No. C0907157;

North Range Metropolitan District No. 5, recorded on December 31, 2001, at Reception No. C0907158

(each an “**Organizational Order**” and together with the Reunion Organizational Order, collectively the “**Organizational Orders**”); and

WHEREAS, pursuant to the Service Plan for the Reunion Metropolitan District, f/k/a Buffalo Hills Metropolitan District, as amended (the "**Service Plan**") a District Operating Services Agreement dated April 11, 2016 (the "**Operating Agreement**"), and a Mill Levy Equalization and Pledge Agreement dated April 11, 2016 (the "**Mill Levy Equalization Agreement**"), the District is responsible for providing for the operation and maintenance of certain park and recreation facilities and services (the "**Recreation Services**") for its benefit and for the benefit of the North Range Districts, including the recreation center and appurtenant facilities (the "**Recreation Facilities**") and other services addressed herein; and

WHEREAS, pursuant to a Management Agreement dated July 1, 2007, between the District, the Reunion Homeowners Association, Inc. (the "**HOA**") and North Range Metropolitan District No. 1, as amended on October 7, 2008 (the "**Management Agreement**"), the District is responsible for providing covenant enforcement, architectural review and approval and other administrative services, pursuant to the Declaration for Reunion Homeowners Association, Inc. recorded with the Adams County Clerk and Recorder at Reception Number C1015847 on August 27, 2002 (the "**HOA Declaration**"), for its benefit and for the benefit of North Range Metropolitan District No. 1 and the HOA; and

WHEREAS, the District is responsible for providing covenant enforcement, architectural review and approval and other administrative services, pursuant to the Declaration of Covenants, Conditions and Restrictions for North Range Metropolitan District No. 1 Area within Reunion, as recorded with the Adams County Clerk and Recorder at Reception Number 2010000034358 on May 25, 2010, as supplemented from time to time (the "**District No. 1 Declaration**"); and

WHEREAS, the District is responsible for providing covenant enforcement, architectural review and approval and other administrative services, pursuant to the Declaration of Covenants, Conditions and Restrictions for North Range Metropolitan District No. 2 Area within Reunion, as recorded with the Adams County Clerk and Recorder at Reception Number 2014000088340 on December 16, 2013, as supplemented from time to time (the "**District No. 2 Declaration**"); and

WHEREAS, the District is responsible for providing covenant enforcement, architectural review and approval and other administrative services, pursuant to the Supplemental Declaration of Covenants, Conditions and Restrictions for North Range Metropolitan District No. 3 Area within Reunion, as recorded with the Adams County Clerk and Recorder at Reception Number 2020000130062 on December 10, 2020, as supplemented from time to time (the "**District No. 3 Declaration**"); and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the "**Board**") shall have the management, control and supervision of all the business and affairs of the District; and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents of the District, to provide certain services to property and inhabitants within the boundaries of the District, including without limitation, the Recreation Services and those services provided pursuant to the HOA Declaration, the District No. 1 Declaration, the District No. 2 Declaration, and the District No. 3 Declaration (collectively the

“**Covenant Administration Services**”, and with the Recreation Services, collectively, the “**Services**”); and

WHEREAS, pursuant to the Service Plan, the Operating Agreement, and the Mill Levy Equalization Agreement, the District is authorized to impose fees for the right of residents and property owners in the District and the North Range Districts to gain access to the Recreation Facilities and to provide the Recreation Services, as well as for other services that are provided by the District pursuant to the Operating Agreement and described herein, and for the provision of the Covenant Administration Services; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the District is authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the District which, until such fees, rates, tolls, penalties and charges are paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the establishment and continuation of fair and equitable fees to provide a source of funding to pay for the Recreation Services and the Covenant Administration Services, which are generally attributable to the persons and/or properties subject to such fees, is necessary to provide for the common good and for the prosperity and general welfare of the District and its inhabitants and for the orderly and uniform administration of the District’s affairs; and

WHEREAS, the District finds that the fees, as set forth in this Resolution, are reasonably related to the overall cost of providing the Recreation Services and the Covenant Administration Services, and that imposition thereof is necessary and appropriate; and

WHEREAS, on May 25, 2016, the Board adopted the Resolution Concerning the Imposition of District Fees, as recorded with the Adams County Clerk and Recorder at Reception Number 2016000043725 on June 6, 2016, as amended from time to time (the “**Prior Fee Resolution**”), and the Board desires to adopt this Resolution to amend and restate the Prior Fee Resolution in its entirety.

NOW, THEREFORE, be it resolved by the Board as follows:

1. DEFINITIONS. Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**Apartment Unit**” means a unit within an apartment building which unit is held for lease or rent for residential occupancy and for which a final certificate of occupancy has been issued and which is located within the boundaries of the District or the North Range Districts.

“**Commercial Property**” means real estate zoned for business or industrial use and shall specifically include Apartment Units for purposes of the fees established herein and which is located within the boundaries of the District or the North Range Districts.

“**Due Date**” means the date by which any fee is due, which Due Date is reflected on the **Exhibit A** of this Resolution.

“**End User**” means any third-party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit or Lot, and any third-party owner or tenant occupying or intending to occupy Commercial Property. End User specifically excludes a tenant occupying an Apartment Unit.

“**Lot**” means each parcel of land established by a recorded final subdivision plat and which is located within the boundaries of the District or the North Range Districts, but specifically excluding any parcel upon which one or more Apartment Units is situated.

“**Residential Unit**” means each residential dwelling unit (including, without limitation, condominiums, townhomes, and any other attached dwelling unit and detached single family dwelling units) located within the boundaries of the District or the North Range Districts which has been Transferred to an End User.

“**Transfer**” or “**Transferred**” shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in a tenant, tenants, purchaser or purchasers.

2. DISTRICT RECREATION FEE.

A. A District Recreation Fee is hereby established for the costs associated with the provision of the Recreation Services. The District Recreation Fee shall be imposed upon each Lot, Residential Unit and Commercial Property.

B. The District Recreation Fee shall be imposed upon all Lots and Residential Units at the rate established as set forth in **Exhibit A** of this Resolution, which may be modified by the District from time to time pursuant to an addenda to this Resolution.

C. The District Recreation Fee shall be imposed upon Commercial Property on a negotiated, case by case basis.

D. The District Recreation Fee shall not be imposed on real property conveyed to, and/or owned, by non-profit homeowners’ associations or governmental and/or quasi-governmental agencies.

E. The District Recreation Fee shall be first due and owing as of the date of Transfer of a Lot or Residential Unit from a homebuilder to a third-party buyer or when the Lot or Residential Unit is occupied for residential use, whichever occurs first. Thereafter, the District Recreation Fee shall be billed by the District to the property owner on a schedule as is determined by the District Manager from time to time. The District may determine, in its discretion, to copy all billings to the resident if such property is being leased or rented from the underlying property owner.

F. The District Recreation Fee shall be considered late if not paid within fifteen (15) days of the Due Date. Collection efforts, as well as fines and penalties associated with late fees, shall be undertaken in accordance with the Collections Resolution, as adopted by the District and amended from time to time.

3. COVENANT ADMINISTRATION FEE.

A. A Covenant Administration Fee is hereby established for the costs associated with the provision of the Covenant Administration Services. The Covenant Administration Fee shall be imposed upon each Lot, Residential Unit and Apartment Unit.

B. The Covenant Administration Fee shall be imposed upon all Lots, Residential Units and Apartment Units at the rate as set forth in **Exhibit A** of this Resolution, which may be modified by the District from time to time pursuant to an addenda to this Resolution.

C. The Covenant Administration Fee shall be first due and owing as of the date of annexation or inclusion of real property that includes any Lot, Residential Unit or Apartment Unit under and pursuant to the terms of the HOA Declaration, the District No. 1 Declaration, the District No. 2 Declaration or the District No. 3 Declaration. Thereafter, the Covenant Administration Fee shall be billed by the District to the property owner on a schedule as is determined by the District Manager from time to time.

D. The Covenant Administration Fee shall be considered late if not paid within fifteen (15) days of the Due Date. Collection efforts, as well as fines and penalties associated with late fees, shall be undertaken in accordance with the Collections Resolution, as adopted by the District and amended from time to time.

E. Imposition of the Covenant Administration Fee shall be expressly subject to the HOA's annual waiver of all HOA assessments and other fees, fines and charges.

4. ADMINISTRATIVE FEES. Administrative Fees are hereby authorized and shall be imposed on each Lot, Residential Unit or Apartment Unit, and on Commercial Property, as appropriate in the amounts as set forth in **Exhibit A** of this Resolution, which may be modified by the District from time to time pursuant to an addenda to this Resolution. Such Administrative Fees shall include, but not necessarily be limited to, fees for submittals in connection with architectural reviews, status letters issued in connection with new homes and resales/transfers, collection costs, third party booklets and insufficient check fee charges.

5. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any District Recreation Fee, Covenant Administration Fee or Administrative Fee not paid in full within fifteen (15) days after the scheduled due date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding District Recreation Fee, Covenant Administration Fee or Administrative Fee, exclusive of

assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorney fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The District may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees and costs and costs associated with the collection of delinquent fees, incurred by the District and/or its consultants in connection with the foregoing.

6. PAYMENT. Payment for all fees, rates, tolls, penalties, charges, interest and attorney fees shall be made by check or equivalent form acceptable to the District, made payable to "Reunion Metropolitan District" and sent to the address indicated in **Exhibit A** of this Resolution. The District may change the payment address from time to time and such change shall not require an amendment to this Resolution.

7. LIEN. The fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the District, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of Adams County, Colorado.

8. 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.

9. THE PROPERTY. This Resolution shall apply to all real property set forth in the Organizational Orders, which boundaries may have been or may subsequently be modified from time to time by inclusion or exclusion orders approved and recorded pursuant to Title 32, Article 1, Parts 400 and 500, C.R.S. (the "**Service Area**"), and which Service Area may include all or a portion of the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, as modified after the date of this Resolution.

10. EFFECTIVE DATE. This Resolution shall become effective January 1, 2022.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow].

ADOPTED this 9th day of November, 2021.

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

DocuSigned by:

639A8BA27E8E4FB

Officer of the District

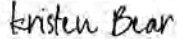
ATTEST:

DocuSigned by:

CA13C05GSEF1467

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

DocuSigned by:

1D49665F0E7344B

General Counsel to the District

*Signature page to Amended and Restated Resolution Concerning the Imposition of an
Operations Fee*

EXHIBIT A

Fee Schedule

Effective as of January 1, 2022

District Recreation Fee \$28.50/month
(to be billed on a quarterly basis)

Covenant Administration Fee \$8.00/month
(to be billed on a quarterly basis)

Administrative Fees

Charges and fees related to late payment of any
fees charged by the District

Please refer to 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, dated November 5, 2019, as
the same may be amended, revised,
updated or superseded from time to
time.

Status Letter Fee
New Home \$50.00
Resale/Transfer (normal processing) \$325.00

Room Addition or expansion Submittal Fee \$150.00
(additional fees may apply)

Third Party Booklets \$10.00

Insufficient Funds Returned Check Fee \$20.00

Payment for the fees set forth herein shall be made payable to the Reunion Metropolitan
District and sent to the following address for receipt by the Due Date:

MSI
11002 Benton Street,
Westminster, CO 80020

EXHIBIT B

Service Area

EXHIBIT J-1
(Budget)

LETTER OF BUDGET TRANSMITTAL


Date: January 27, 2022

To: Division of Local Government
1313 Sherman Street, Room 521
Denver, Colorado 80203

Attached are the 2022 budget and budget message for the REUNION METROPOLITAN DISTRICT Adams County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 9, 2021. If there are any questions on the budget, please contact:

CliftonLarsonAllen LLP
Attn: Matthew Urkoski, District Manager
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Telephone number: 303-779-5710
Matt.urkoski@claconnect.com

I, Matthew Urkoski, District Manager of the Reunion Metropolitan District hereby certify that the attached is a true and correct copy of the 2022 budget.

By: 

Matthew Urkoski, District Manager

RESOLUTION
ADOPTING BUDGET, IMPOSING MILL LEVY AND APPROPRIATING FUNDS
(2022)

The Board of Directors of Reunion Metropolitan District (the “**Board**”), City of Commerce City, County of Adams, Colorado (the “**District**”) held a special meeting held via teleconference on November 9, 2021, at the hour of 6:00 P.M.

Prior to the meeting, each of the directors was notified of the date, time and place of the budget meeting and the purpose for which it was called and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

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NOTICE AS TO PROPOSED 2022 BUDGET

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

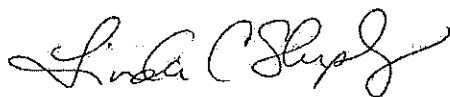
Reunion Metro Dist (CLA) **
c/o Clifton Larson Allen LLP
8390 EAST CRESCENT PKWY #300
GREENWOOD VILLAGE CO 80111-0000

Description: CCX339 Budget Notice

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Adams } ss

This Affidavit of Publication for the Commerce City Sentinel Express, a weekly newspaper, printed and published for the County of Adams, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 11/2/2021, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



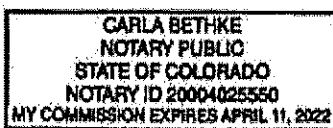
For the Commerce City Sentinel Express

State of Colorado }
County of Adams } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 11/2/2021. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-459725

Carla Bethke
Notary Public
My commission ends April 11, 2022



Public Notice

NOTICE OF PUBLIC HEARING ON THE AMENDED 2021 BUDGET AND NOTICE OF PUBLIC HEARING ON THE PROPOSED 2022 BUDGET

NOTICE IS HEREBY GIVEN that the Board of Directors (the "Board") of the REUNION METROPOLITAN DISTRICT (the "District"), will hold a meeting via teleconference on November 9, 2021 at 6:00 P.M., for the purpose of conducting such business as may come before the Board including a public hearing on the 2021 Amended Budget (the "Amended Budget") and 2022 Proposed Budget (the "Proposed Budget"). This meeting can be joined using the following teleconference information:

https://teams.microsoft.com/join/19%3ameeting_ZDdNIA1MGYIYTRiOS00ODJkLThkZTEiYzNhODM4ZTJiNWU2%40thread.v2%3fcontext=%7b%22id%22%3a%224aaa468e-93ba-4ae3-ab9f-6a247aa9ade0%22%2c%22oid%22%3a%2278e91a46-bdce-4fe5-980c-8f3dce70755%22%7d

Or call in (audio only)
+1 720-547-5281
Phone Conference ID: 498 738 387#

NOTICE IS FURTHER GIVEN that the Amended Budget and Proposed Budget have been submitted to the District. A copy of the Amended Budget and the Proposed Budget are on file in the office of the District Accountant, CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado where the same are open for public inspection.

Any interested elector of the District may file any objections to the Amended Budget and Proposed Budget at any time prior to final adoption of the Amended Budget and Proposed Budget by the Board. This meeting is open to the public and the agenda for any meeting may be obtained by calling (303) 858-1800.

BY ORDER OF THE BOARD OF DIRECTORS:
REUNION METROPOLITAN DISTRICT
/s/ WHITE BEAR ANKELE TANAKA
& WALDRON, Attorneys at Law

Legal Notice No. CCX339
First Publication: November 2, 2021
Last Publication: November 2, 2021
Publisher: Commerce City Sentinel Express

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE DISTRICT FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022 AND ENDING ON THE LAST DAY OF DECEMBER 2022.

WHEREAS, the Board has authorized its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 9, 2021, interested electors were given the opportunity to file or present any objections to said proposed budget at any time prior to final adoption of the budget by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2022. In the event of recertification of values by the County Assessor’s Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2022 budget year, there is hereby levied a tax of

0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of Adams County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 7. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 8. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 9. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

[Remainder of page intentionally left blank.]

ADOPTED THIS 9th DAY OF NOVEMBER, 2021.

REUNION METROPOLITAN DISTRICT

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 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 by a majority of the Board at a District meeting held on November 9, 2021, via teleconference as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 9th of November, 2021.

DocuSigned by:
Brett Price
CA13C05C3EF1467...

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

REUNION METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2022

**REUNION METROPOLITAN DISTRICT
SUMMARY
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/2022

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 252,072	\$ 6,293,011	\$ 9,067,952
REVENUES			
Intergovernmental revenues	4,767,132	5,107,868	5,727,355
Interest income	7,919	1,270	2,540
Development fees	2,594,608	4,710,525	1,653,750
Developer advance	22,255,813	17,967,669	5,804,886
Recreation center revenue, net	758,157	1,329,500	1,137,600
HOA revenue, net	283,960	77,500	280,800
Miscellaneous income	190,256	141,959	15,000
Cost reimb - South Adams County W&S	958,256	-	-
Cost reimb - Commerce City	5,409,409	-	-
Transfer from NRMD2 - Bond Proceeds	55,869	-	-
Transfer from NRMD3 - Bond Proceeds	31,864,010	12,013,172	4,451,000
Bond proceeds - series 2021A	-	44,425,000	-
Bond proceeds - series 2021B	-	10,135,000	-
Enterprise revenues	-	2,987,353	3,698,622
Total revenues	<u>69,145,389</u>	<u>98,896,816</u>	<u>22,771,553</u>
TRANSFERS IN	<u>-</u>	<u>1,376,305</u>	<u>2,478,794</u>
Total funds available	<u>69,397,461</u>	<u>106,566,132</u>	<u>34,318,299</u>
EXPENDITURES			
General government			
General & administration	342,937	320,140	332,780
Intergovernmental	1,257,633	780,305	272,791
Operations			
District property management	2,121,058	2,343,048	3,145,296
Recreation center operations	664,874	1,326,806	1,541,426
HOA operations	204,764	222,193	277,389
Debt Service	-	1,101,316	2,754,794
Capital Projects	58,513,184	28,694,061	12,580,700
Enterprise	-	61,334,007	2,470,856
Total expenditures	<u>63,104,450</u>	<u>96,121,875</u>	<u>23,376,033</u>
TRANSFERS OUT	<u>-</u>	<u>1,376,305</u>	<u>2,478,794</u>
Total expenditures and transfers out requiring appropriation	<u>63,104,450</u>	<u>97,498,180</u>	<u>25,854,827</u>
ENDING FUND BALANCES	<u>\$ 6,293,011</u>	<u>\$ 9,067,952</u>	<u>\$ 8,463,472</u>
STERLING DUET RESERVE	\$ -	\$ -	\$ -
CARRIAGE HOME RESERVE	116,246	148,686	207,666
2021 RESERVE FUND	-	3,341,906	3,341,906
2021 SURPLUS FUND	-	3,006,840	4,235,106
TOTAL RESERVES	<u>\$ 116,246</u>	<u>\$ 6,497,432</u>	<u>\$ 7,784,678</u>

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

	1/24/2022		
	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
ASSESSED VALUATION			
Adams County			
State assessed	\$ 60	\$ 80	\$ 14,940
Agricultural	20	20	20
Personal property	1,170	1,550	284,350
Certified Assessed Value	\$ 1,250	\$ 1,650	\$ 299,310
 MILL LEVY			
General	0.000	0.000	0.000
Total mill levy	0.000	0.000	0.000
 PROPERTY TAXES			
General	\$ -	\$ -	\$ -
Levied property taxes	-	-	-
Budgeted property taxes	\$ -	\$ -	\$ -
 BUDGETED PROPERTY TAXES			
General	\$ -	\$ -	\$ -

**REUNION METROPOLITAN DISTRICT
GENERAL FUND SUMMARY
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

	1/24/2022		
	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 421,928	\$ 456,047	\$ 552,350
REVENUES			
MLEPA Payment - NR1MD	1,716,074	1,732,475	1,794,450
MLEPA Payment - NR2MD	637,880	826,263	993,713
MLEPA Payment - NR3MD	530	10,854	210,446
MLEPA Payment - NR4MD	147	525	7,393
Alleyway costs reimbursement (NRMD1 sub-district)	3,000	3,000	3,000
Carriage Homes (NRMD1 sub-district)	57,300	37,440	37,440
Carriage Homes (NRMD2 sub-district)	161,495	165,000	189,540
Sterling duet fees (F36)	-	15,000	35,000
Interest income	1,562	60	290
Miscellaneous income	27,009	10,000	10,000
Total revenues	2,604,997	2,800,617	3,281,272
Total funds available	3,026,925	3,256,664	3,833,622
EXPENDITURES (see detail)			
General government			
General & administration	342,937	320,140	332,780
North Range Districts Nos. 1-4	106,883	41,127	125,791
Operations			
District property management	2,121,058	2,343,048	3,145,296
Total expenditures	2,570,878	2,704,315	3,603,867
Total expenditures and transfers out requiring appropriation	2,570,878	2,704,315	3,603,867
ENDING FUND BALANCES	\$ 456,047	\$ 552,350	\$ 229,754
STERLING DUET RESERVE	\$ -	\$ -	\$ -
CARRIAGE HOME RESERVE	116,246	148,686	207,666
TOTAL RESERVE	\$ 116,246	\$ 148,686	\$ 207,666

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/2022

Account	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
GENERAL & ADMINISTRATION			
MISCELLANEOUS OUTSIDE SERVICES	\$ 689	\$ 2,500	\$ 1,500
PRINT AND COPY	2,633	4,500	3,500
MISCELLANEOUS EXPENSE	1,490	1,000	2,000
COMPUTER SUPPLIES AND EQUIPMENT	-	500	2,000
IT MANAGEMENT SERVICES	4,449	17,500	7,000
ELECTIONS	18,677	-	5,000
MEMBERSHIP / PROFESSIONAL ASSOCIATIONS	1,237	1,238	1,500
LEGAL SERVICES	103,960	85,000	93,500
OFFICE SUPPLIES	134	250	750
ACCOUNTING	74,131	81,100	83,500
AUDIT	9,200	9,500	9,700
DISTRICT MANAGEMENT	93,777	91,200	92,610
INSURANCE	20,695	23,352	25,220
EMPLOYEE RELATIONS	8,365	2,500	5,000
PAYING AGENT/TRUSTEE FEES	3,500	-	-
Total general and administration	\$ 342,937	\$ 320,140	\$ 332,780

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/2022

Account	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
INTERGOVERNMENTAL			
NRMD NO. 1 DIRECT COSTS			
Audit	\$ 4,900	\$ 5,000	\$ 5,100
FICA Expense	199	184	230
Director Fees	2,600	2,400	3,000
Dues and Membership	1,237	1,238	1,300
Insurance	4,789	4,592	5,000
Legal Services	389	2,500	2,500
Miscellaneous	-	1,000	1,000
Election Expense	44,059	-	40,000
Total NRMD No. 1	58,173	16,914	58,130
NRMD NO. 2 DIRECT COSTS			
Audit	2,800	2,900	3,000
FICA Expense	107	115	161
Director Fees	1,400	1,500	2,100
Dues and Membership	746	892	1,000
Insurance	4,934	4,736	5,000
Legal Services	-	2,500	2,500
Miscellaneous	-	23	1,000
Election Expense	23,384	-	25,000
Total NRMD No. 2	33,371	12,666	39,761
NRMD NO. 3 DIRECT COSTS			
Audit	-	4,000	4,200
Election Expense	425	-	10,000
Dues and Membership	228	281	1,000
Legal Services	-	1,000	3,000
Insurance	3,215	3,020	3,500
Total NRMD No. 3	3,868	8,301	21,700
NRMD NO. 4 DIRECT COSTS			
Election Expense	8,030	-	2,000
Dues and Membership	226	226	300
Legal Services	-	-	500
Insurance	3,215	3,020	3,400
Total NRMD No. 4	11,471	3,246	6,200
Total North Range Districts Nos. 1-4	\$ 106,883	\$ 41,127	\$ 125,791

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

Account	1/24/2022		
	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
DISTRICT PROPERTY MAINTENANCE			
OPERATIONS MANAGEMENT			
Wages	\$ 314,825	\$ 315,000	\$ 405,000
Payroll expense	52,391	65,000	81,000
FICA Expense	24,063	24,098	30,983
Unemployment expenses	209	500	2,025
Employer match deferred comp	5,452	5,300	7,088
Training	620	4,000	5,000
Uniforms	1,409	3,000	4,000
Operating supplies	2,773	18,000	15,000
Communication	1,789	3,000	3,500
Miscellaneous outside services	15,704	25,000	26,250
Auto reimbursement	-	-	1,000
Lighting	19,440	-	25,000
Total operations management	<u>438,675</u>	<u>462,898</u>	<u>605,846</u>
IRRIGATION			
Operating Supplies	18,449	48,500	60,000
Gas and fuel	8,991	9,500	11,000
Communication	-	1,000	25,000
Repair services	11,991	35,000	30,000
Electricity	29,424	30,000	41,900
Water and sewer	685,100	625,000	900,000
Total irrigation operations	<u>753,955</u>	<u>749,000</u>	<u>1,067,900</u>
LANDSCAPE MAINTENANCE			
Operating supplies	6,208	7,500	9,000
Miscellaneous outside services	58,815	59,000	63,000
Contract maintenance	402,525	361,000	393,000
Fertilizer	69,083	85,000	94,500
Equipment rental	16,346	14,500	16,500
Tree Care / maintenance	84,383	85,000	130,000
Sub-district maintenance - Carriage Homes	102,549	170,000	168,000
Sterling Duet maintenance	-	15,000	35,000
Mulch maintenance program	84,000	84,000	84,000
Landscape enhancements	27,125	-	60,000
Total landscape maintenance	<u>851,034</u>	<u>881,000</u>	<u>1,053,000</u>
MISCELLANEOUS			
Snow removal	278	15,000	4,500
Snow removal - alley	-	3,000	3,000
Rodent control	-	8,000	8,500
Drainage maintenance project	9,649	95,000	-
Waste water maintenance	-	540	850
Lake and pond maintenance	8,525	36,110	12,000
Snow removal - equipment rental	840	5,000	6,300
Fence repair	3,914	5,000	8,400
Equipment purchase/projects/lease	54,188	75,000	30,000
Stormwater facilities maintenance	-	-	195,000
Underdrain maintenance	-	-	140,000
Total miscellaneous	<u>77,394</u>	<u>242,650</u>	<u>408,550</u>
PLAYGROUND/PARK PAVILION			
Playground supplies	-	7,500	10,000
Total Playground Operations	<u>-</u>	<u>7,500</u>	<u>10,000</u>
Total District Property Management	<u>\$ 2,121,058</u>	<u>\$ 2,343,048</u>	<u>\$ 3,145,296</u>

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND- RECREATION SUMMARY
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

	1/24/2022		
	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 542,215	\$ 640,104	\$ 649,418
REVENUES			
Recreation fees	907,350	1,244,000	957,600
(Allowance for fees not collected)	-	(5,000)	(5,000)
(Credit for 2020 fees)	(192,360)	-	-
Recreation fees, other	1,673	5,500	10,000
Program fees	41,494	85,000	175,000
Interest income	1,818	120	450
Miscellaneous income	2,788	6,500	5,000
Total revenues	762,763	1,336,120	1,143,050
Total funds available	1,304,978	1,976,224	1,792,468
EXPENDITURES (see detail)			
Recreation Center operations	519,399	681,060	794,604
Pool operations	29,656	319,941	381,632
Recreation programs	105,571	132,905	172,091
Playground/Park pavilion	2,859	-	-
Concession building	7,389	12,300	19,100
Reunion coffee house	-	16,600	39,000
Recreation amenities	-	164,000	135,000
Total expenditures	664,874	1,326,806	1,541,426
Total expenditures and transfers out requiring appropriation	664,874	1,326,806	1,541,426
ENDING FUND BALANCES	640,104	649,418	251,042
LESS: REPLACEMENT RESERVE - FFE	(25,000)	(25,000)	(25,000)
LESS: REPLACEMENT RESERVE - MECHANICAL	(25,000)	(25,000)	(25,000)
LESS: RECEIVABLES - NONSPENDABLE	(39,719)	(25,000)	(25,000)
NET FUND BALANCE	\$ 550,385	\$ 574,418	\$ 176,042

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND - RECREATION
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/2022

Account	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
RECREATION CENTER OPERATIONS			
5000 Wages	\$ 229,287	\$ 238,500	\$ 250,000
5010 Payroll expense	37,055	47,700	50,000
5020 FICA expense	17,581	18,245	19,125
5030 Unemployment expenses	155	1,193	1,250
5040 Employer match deferred comp	4,935	5,963	6,250
5070 Uniforms	948	3,000	3,000
5080 Operating supplies	8,197	16,000	16,000
5100 Communication	550	2,000	2,000
5110 Repair services	2,575	8,000	10,000
5120 Miscellaneous outside services	17,250	13,000	13,000
5130 Auto Reimbursement	223	1,000	1,000
5140 Contract maintenance	10,410	11,000	11,000
5150 Electricity	26,812	35,000	35,000
5160 Water and Sewer	4,094	12,000	12,000
5170 Phone charges	-	3,000	3,000
5210 Equipment rental	-	1,000	1,000
5230 Janitorial services	1,875	6,000	6,000
5240 Natural gas	7,232	15,000	15,000
5270 Print and copy	1,298	2,500	2,500
5290 Conferences	-	-	2,000
5300 Miscellaneous expense	-	-	500
5310 Computer supplies and equipment	422	2,000	2,000
5345 Postage	-	200	200
5350 Membership	-	250	250
5370 Office supplies	11	-	200
5400 Accounting	26,687	29,200	30,076
5450 District Management	23,444	22,800	23,153
5440 Community Events	12,007	45,000	22,500
5470 Insurance	22,076	24,909	28,000
5480 Employee relations	56	-	-
5515 Bad debt expense	489	500	500
5670 Replacement program	24,429	30,000	135,000
5710 Major repair	-	-	5,000
5715 Fitness Equipment	12,291	50,000	52,000
5740 Cable and satellite	1,759	2,500	2,500
5750 Internet Charges	9,728	12,000	12,000
5760 Pest control	2,410	2,600	2,600
5770 Waste removal	8,949	10,000	10,000
5780 Website management	4,164	9,000	9,000
Total Recreation Center Operations	\$ 519,399	\$ 681,060	\$ 794,604
PLAYGROUND/PARK PAVILION			
5180 Playground supplies	\$ 2,859	\$ -	\$ -
Total Playground Operations	\$ 2,859	\$ -	\$ -
REUNION PARK CONCESSION BLDG			
5080 Operating supplies	\$ -	\$ 500	\$ 500
5110 Repair services	-	-	1,500
5120 Miscellaneous outside services	-	-	1,000
5150 Electricity	1,385	2,500	2,800
5160 Water and Sewer	5,329	5,800	7,500
5240 Natural gas	-	2,700	5,000
5760 Pest control	675	800	800
Total Reunion Park Concession Building	\$ 7,389	\$ 12,300	\$ 19,100

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND - RECREATION
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/2022

Account	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
POOL OPERATIONS - REUNION PARK			
5000 Wages	-	13,000	13,500
5020 FICA expense	-	995	1,033
5030 Unemployment expenses	-	65	68
5070 Uniforms	-	200	200
5080 Operating supplies	30	5,000	5,000
5110 Repair services	2,797	10,000	10,000
5140 Contract maintenance	8,107	85,200	111,030
5150 Electricity	5,760	12,600	12,600
5160 Water and sewer	2,827	10,500	10,500
5430 Lighting	-	1,000	1,000
5355 Waste water maintenance	-	4,800	4,800
5590 Chemicals	4,921	7,000	7,000
5670 Replacement Program	-	500	27,000
Total pool operations	\$ 24,442	\$ 150,860	\$ 203,731
POOL OPERATIONS - SOUTHLAWN			
5000 Wages	\$ -	\$ 13,000	\$ 13,500
5020 FICA expense	-	995	1,033
5030 Unemployment expenses	-	65	68
5070 Uniforms	-	200	200
5080 Operating supplies	-	5,000	5,000
5110 Repair services	225	10,000	10,000
5140 Contract maintenance	-	85,200	90,600
5150 Electricity	2,053	12,600	12,600
5160 Water and sewer	2,936	10,500	10,500
5430 Lighting	-	1,000	1,000
5355 Waste water maintenance	-	4,800	4,800
5590 Chemicals	-	7,000	7,000
5730 Equipment purchase	-	3,000	20,000
5750 Internet charges	-	721	1,600
5591 Lifeguard office	-	15,000	-
Total pool operations	\$ 5,214	\$ 169,081	\$ 177,901
RECREATION PROGRAMS			
5000 Wages	55,584	60,000	75,500
5010 Payroll expense	10,798	12,000	13,000
5020 FICA expense	4,264	4,590	5,776
5030 Unemployment expenses	36	377	378
5040 Employer match deferred comp	1,080	1,888	1,888
5080 Operating supplies	-	-	2,000
5100 Communication	550	550	550
5300 Miscellaneous expense	-	-	1,000
5560 Adult program - contract	705	3,000	2,000
5730 Equipment purchase	5,737	-	1,000
6110 Youth program - contract	16,087	25,000	43,000
6120 Youth program - operating supplies	-	-	-
6130 Youth sports - basketball	5,250	6,000	6,000
6150 Youth sports - CARA volleyball	-	5,000	5,500
6200 Youth sports - soccer	3,639	8,000	8,000
6210 Youth sports - t-ball	1,841	6,500	6,500
Total recreation programs	\$ 105,571	\$ 132,905	\$ 172,091
COFFEE HOUSE			
5140 Contract maintenance	-	5,000	2,200
5150 Electricity	-	9,500	9,000
5240 Natural gas	-	1,100	1,000
5300 Miscellaneous expense	-	1,000	200
5110 Repair services	-	-	8,000
5670 Replacement program	-	-	15,000
5211 Equipment rental	-	-	1,000
5710 Major repair	-	-	2,000
5760 Pest control	-	-	600
Total coffee house	\$ -	\$ 16,600	\$ 39,000

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND - HOA SUMMARY
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

	1/24/2022		
	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
FUND BALANCE - BEGINNING	\$ 443,952	\$ 524,887	\$ 380,294
REVENUES			
Assessment	254,727	-	268,800
AR processing fee	4,050	25,000	15,000
HOA other fees	-	-	2,000
Violations, penalties, other (Allowance for fees not collected)	15,333	40,000	5,000
Legal fees reimbursement	-	-	(15,000)
Interest income	9,850	12,500	5,000
Total revenues	285,699	77,600	281,100
Total funds available	729,651	602,487	661,394
EXPENDITURES (see detail)			
HOA operations	204,764	222,193	277,389
Total expenditures	204,764	222,193	277,389
Total expenditures and transfers out requiring appropriation	204,764	222,193	277,389
FUND BALANCE - ENDING	524,887	380,294	384,005
LESS: RECEIVABLES - NONSPENDABLE	(30,142)	(50,000)	(50,000)
SPENDABLE FUND BALANCE	\$ 494,745	\$ 330,294	\$ 334,005

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND- HOA
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/2022

Account	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
HOA OPERATIONS			
5300 Miscellaneous	\$ 20,163	\$ 22,000	\$ 22,000
5360 Legal services	15,234	15,000	30,000
5400 Accounting	21,427	20,900	21,500
5430 Lighting	-	-	3,000
5440 Community events	-	-	22,500
5450 District management	11,164	10,900	11,025
5470 Insurance	10,762	12,143	13,114
5500 HOA management contract	115,551	125,000	131,250
5510 HOA AR processing fee	9,670	15,000	21,000
5515 Bad debt expense	143	500	500
5780 Website management	650	750	1,500
Total HOA operations	\$ 204,764	\$ 222,193	\$ 277,389

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
DEBT SERVICE FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

	1/24/2022		
	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 1	\$ 1	\$ 275,000
REVENUES			
Interest income	-	10	1,000
Total revenues	-	10	1,000
TRANSFERS IN	-	1,376,305	2,478,794
Total funds available	1	1,376,316	2,754,794
EXPENDITURES			
Bond principal	-	-	652,000
Bond interest	-	1,097,816	2,099,294
Paying agent/ Trustee fees	-	3,500	3,500
Total expenditures	-	1,101,316	2,754,794
Total expenditures and transfers out requiring appropriation	-	1,101,316	2,754,794
ENDING FUND BALANCES	\$ 1	\$ 275,000	\$ -

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

	1/26/2022		
	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
FUND BALANCE - BEGINNING	\$ (1,156,024)	\$ 4,671,972	\$ 862,144
REVENUES			
System Development fees NR2	832,500	438,125	183,750
System Development fees NR3	420,000	2,282,500	1,470,000
Intergovernmental - Commerce City:			
Impact fees NR2	175,675	104,527	-
Impact fees NR3	113,376	604,672	-
Sales/Use tax/Permit fees	1,053,057	1,280,701	-
MLEPA payment from NR1MD	2,190,318	2,316,058	2,436,399
MLEPA payment from NR4MD	388	1,253	19,974
Developer advance	22,255,813	7,737,094	5,804,886
Cost reimb - South Adams County W&S	958,256	-	-
Cost reimb - Commerce City	5,409,409	-	-
Transfer from NRMD2	55,869	-	-
Transfer from NRMD3 - Bond Proceeds	31,864,010	12,013,172	4,451,000
Other income	160,459	125,459	-
Interest income	2,800	580	-
Total revenues	<u>65,491,930</u>	<u>26,904,141</u>	<u>14,366,009</u>
Total funds available	<u>64,335,906</u>	<u>31,576,113</u>	<u>15,228,153</u>
EXPENDITURES			
Intergovernmental - SDFs to NR2	717,500	374,500	147,000
Intergovernmental - Impact fees NR2	175,675	104,527	-
Intergovernmental - Sales tax NR2	257,575	260,151	-
Intergovernmental - SDFs to NR3	273,600	1,459,200	957,600
Transfer to NR3	52,499	-	-
Legal	52,663	30,000	30,000
Accounting	19,542	10,000	15,000
District management	-	2,000	5,000
Developer advance repayment	22,528,622	-	4,451,000
Developer advance repayment(MLEPA)	1,625,000	100,000	-
Capital outlay			
Priority Projects			
Filing #34	438,419	2,313,966	-
10A/B/104th Ave Landscape(F35)	345,980	726,000	-
Walden Street/104th traffic signal	119,261	539,000	-
4E/104th Ave Landscape	-	-	-
Filing 26A Landscape	116,135	15,000	-
Filing 36 Landscape	3,050	600	727,300
Southlawn Pool	1,725,000	12,949	-
Monument at 100th Ave/Tower Road	-	125,000	-
Altura Street (104th to 106th Ave)	-	20,000	1,520,000
Engineering	99,658	95,000	50,000
Engineering - 112th	84,345	-	-
Second Creek Crossing - O'Brian Canal/Pond	617,596	100,000	-
Second Creek Regional Detention Pond	-	-	-
Reunion Village 9	208,967	-	-
Reunion Village 7-b & 7-E	2,001,971	-	-
Reunion Ridge Filing 1 infrastructure	13,169,230	14,801,305	20,000
Reunion Ridge Filing 1 landscape	-	545,749	3,600,000
112th Ave/Chambers/Parkside	9,269,302	700,000	-
112th Ave/Parkside/Tower	-	15,000	-
112th Ave/Potomac/Chambers	-	25,000	-
Chambers Road (106th to 112th)	183,923	105,000	-
Mobile Street (Village 7)	500,324	3,997	-
Reunion Village 7A	61,136	145,000	-
Filing 27 landscape	-	3,530	-
Filing 37 Infrastructure	-	3,139,319	-
Filing 37 Landscape	5,012,191	743,169	743,200
Filing 38 Infrastructure	-	2,398,044	-
Filing #2 Infrastructure (Biscay and 100th Ave)	-	-	360,000
Contingency	-	-	101,600
Water system fees	-	424,658	-
Total expenditures	<u>59,663,934</u>	<u>29,337,664</u>	<u>12,727,700</u>
TRANSFERS OUT	<u>-</u>	<u>1,376,305</u>	<u>2,478,794</u>
Total expenditures and transfers out requiring appropriation	<u>59,663,934</u>	<u>30,713,969</u>	<u>15,206,494</u>
FUND BALANCE - ENDING	<u>\$ 4,671,972</u>	<u>\$ 862,144</u>	<u>\$ 21,659</u>
NRMD 4 MLEPA RESERVE	<u>\$ 432</u>	<u>\$ 1,685</u>	<u>\$ 21,659</u>

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
ENTERPRISE FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

	1/24/2022		
	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ -	\$ -	\$ 6,348,746
REVENUES			
Bond proceeds - series 2021A	-	44,425,000	-
Bond proceeds - series 2021B	-	10,135,000	-
Developer advance	-	10,135,000	-
Administrative fee	-	1,300	2,600
ERU building credits	-	2,563,545	2,787,926
ERU irrigation credits	-	422,508	908,096
Interest income	-	400	500
Total revenues	-	67,682,753	3,699,122
Total funds available	-	67,682,753	10,047,868
EXPENDITURES			
ERU admin fee	-	5,000	10,250
Cost of issuance	-	3,696,209	-
Administrative and filing fees	-	1,300	5,200
Bond interest - series 2021A	-	675,476	1,610,406
Bond principal - series 2021A	-	-	835,000
Trustee fees	-	-	10,000
Developer repayment	-	10,135,000	-
ERU credits purchase	-	46,821,022	-
Total expenditures	-	61,334,007	2,470,856
Total expenditures and transfers out requiring appropriation	-	61,334,007	2,470,856
ENDING FUND BALANCES	\$ -	\$ 6,348,746	\$ 7,577,012
RESERVE FUND	\$ -	\$ 3,341,906	\$ 3,341,906
SURPLUS FUND	-	3,006,840	4,235,106
TOTAL RESERVE	\$ -	\$ 6,348,746	\$ 7,577,012

No assurance provided. See summary of significant assumptions.

**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.

This information is an integral part of the accompanying budget.

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

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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>

No assurance provided. See summary of significant assumptions.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of Adams County, Colorado.

On behalf of the Reunion Metropolitan District,
(taxing entity)^A

the Board of Directors,
(governing body)^B

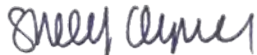
of the Reunion Metropolitan District,
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 299,310 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 299,310 (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: 12/10/2021 for budget/fiscal year 2022.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

<u>PURPOSE</u> (see end notes for definitions and examples)	<u>LEVY²</u>	<u>REVENUE²</u>
1. General Operating Expenses ^H	0.000 mills	\$0
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	0.000 mills	\$0
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
_____	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	0.000 mills	\$ 0

Contact person: Shelby Clymer Daytime phone: (303) 779-5710
 (print)
 Signed:  Title: Accountant for District

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

- 1. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____

- 2. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____

CONTRACTS^K:

- 3. Purpose of Contract: _____
Title: _____
Date: _____
Principal Amount: _____
Maturity Date: _____
Levy: _____
Revenue: _____

- 4. Purpose of Contract: _____
Title: _____
Date: _____
Principal Amount: _____
Maturity Date: _____
Levy: _____
Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

EXHIBIT J-2
(Budget)

LETTER OF BUDGET TRANSMITTAL

Date: January 25, 2022

To: Division of Local Government
1313 Sherman Street, Room 521
Denver, Colorado 80203

Attached are the 2021 budget and budget message for the NORTH RANGE METROPOLITAN DISTRICT NO. 1 Adams County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 9, 2021. If there are any questions on the budget, please contact:

CliftonLarsonAllen LLP
Attn: Matthew Urkoski, District Manager
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Telephone number: 303-779-5710
Matt.urkoski@claconnect.com

I, Matthew Urkoski, District Manager of the North Range Metropolitan District No. 1 hereby certify that the attached is a true and correct copy of the 2022 budget.

By: 

Matthew Urkoski, District Manager

RESOLUTION
ADOPTING BUDGET, IMPOSING MILL LEVY AND APPROPRIATING FUNDS
(2022)

The Board of Directors of North Range Metropolitan District No. 1 (the “**Board**”), City of Commerce City, County of Adams, Colorado (the “**District**”) held a special meeting held via teleconference on November 9, 2021, at the hour of 6:00 P.M.

Prior to the meeting, each of the directors was notified of the date, time and place of the budget meeting and the purpose for which it was called and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

[Remainder of Page Intentionally Left Blank.]

NOTICE AS TO PROPOSED 2022 BUDGET

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Public Notice

NOTICE OF PUBLIC HEARING ON THE
AMENDED 2021 BUDGETS
AND
NOTICE OF PUBLIC HEARING ON THE
PROPOSED 2022 BUDGETS

North Range Metro Dist No. 1 (CLA) **
C/O Clifton Larson Allen LLP
8390 EAST CRESCENT PKWY #300
Greenwood Village CO 80111

NOTICE IS HEREBY GIVEN that the Boards of Directors (the "Boards") of the NORTH RANGE METROPOLITAN DISTRICT NO. 1, NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 1 and NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 2 (the "Districts"), will hold a meeting via teleconference on November 9, 2021 at 6:00 P.M., for the purpose of conducting such business as may come before the Boards including a public hearing on the 2021 Amended Budgets (the "Amended Budgets") and 2022 Proposed Budgets (the "Proposed Budgets"). This meeting can be joined using the following teleconference information:

Description: CCX341 Budget Notice

AFFIDAVIT OF PUBLICATION

https://teams.microsoft.com/j/teams/join/19%3ameeting_ZDd1NA1MGY1YTRIGS000DJKLThkZTEVzNhODM4ZTZlNWU2%40thread_v2/0?context=%7b%22id%22%3a%224aa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22oid%22%3a%2278e91a46-bd0c-4fe5-980c-8ff3d0c70755%22%7d

State of Colorado }
County of Adams } ss

Or call in (audio only)
+1 720-547-5281
Phone Conference ID: 498 738 387#

This Affidavit of Publication for the Commerce City Sentinel Express, a weekly newspaper, printed and published for the County of Adams, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 11/2/2021, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.

NOTICE IS FURTHER GIVEN that the Amended Budgets and Proposed Budgets have been submitted to the Districts. A copy of the Amended Budgets and the Proposed Budgets are on file in the office of the Districts' Accountant, CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado where the same are open for public inspection.

Any interested elector of the Districts may file any objections to the Amended Budgets and Proposed Budgets at any time prior to final adoption of the Amended Budgets and Proposed Budgets by the Boards. This meeting is open to the public and the agenda for any meeting may be obtained by calling (303) 858-1800.



BY ORDER OF THE BOARDS OF DIRECTORS:
NORTH RANGE METROPOLITAN DISTRICT NO. 1, NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 1 and NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 2
/s/ WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law

For the Commerce City Sentinel Express

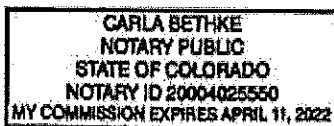
Legal Notice No. CCX341
First Publication: November 2, 2021
Last Publication: November 2, 2021
Publisher: Commerce City Sentinel Express

State of Colorado }
County of Adams } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 11/2/2021. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-442122

Carla Bethke
Notary Public
My commission ends April 11, 2022



A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE DISTRICT FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022 AND ENDING ON THE LAST DAY OF DECEMBER 2022.

WHEREAS, the Board has authorized its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 9, 2021, interested electors were given the opportunity to file or present any objections to said proposed budget at any time prior to final adoption of the budget by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2022. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2022 budget year, there is hereby levied a tax of 24.320 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2022 budget year, there is hereby levied a tax of

32.6329 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2022 budget year, there is hereby levied a tax of 31.357 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of Adams County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 7. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 8. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 9. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

[Remainder of page intentionally left blank.]

ADOPTED THIS 9th DAY OF NOVEMBER, 2021.

NORTH RANGE METROPOLITAN DISTRICT NO. 1

DocuSigned by:
Thomas Mueller
C90CE06EF08F4A5...

Officer of the District

ATTEST:

DocuSigned by:
Anna Phillips
84CAB75DD1CE48A...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Kristen Bear
1D49665F0E7344B...

General Counsel to the District

STATE OF COLORADO
COUNTY OF ADAMS
NORTH RANGE METROPOLITAN DISTRICT NO. 1

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held on November 9, 2021, via teleconference as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 9th of November, 2021.

DocuSigned by:
Anna Phillips
84CAB75DD1CE48A...

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

NORTH RANGE METROPOLITAN DISTRICT NO. 1

ANNUAL BUDGET

FOR THE YEAR ENDING DECEMBER 31, 2022

**NORTH RANGE METROPOLITAN DISTRICT NO. 1
SUMMARY
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/21/2022

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 2,106,072	\$ 2,095,601	\$ 2,095,589
REVENUES			
Property taxes - General Fund	1,603,855	1,625,118	1,702,746
Property taxes - Debt Service Fund	4,219,874	4,275,691	4,479,931
Specific ownership taxes	428,122	475,000	432,787
Interest income	23,128	9,900	2,095
Other revenue	390	248	-
Total revenues	<u>6,275,369</u>	<u>6,385,957</u>	<u>6,617,559</u>
Total funds available	<u>8,381,441</u>	<u>8,481,558</u>	<u>8,713,148</u>
EXPENDITURES			
General Fund	1,740,153	1,756,853	1,819,991
Debt Service Fund	4,545,687	4,629,116	4,794,068
Total expenditures	<u>6,285,840</u>	<u>6,385,969</u>	<u>6,614,059</u>
Total expenditures and transfers out requiring appropriation	<u>6,285,840</u>	<u>6,385,969</u>	<u>6,614,059</u>
ENDING FUND BALANCES	<u>\$ 2,095,601</u>	<u>\$ 2,095,589</u>	<u>\$ 2,099,089</u>
EMERGENCY RESERVE	\$ 51,800	\$ 52,700	\$ 54,700
2016A SURPLUS FUND BALANCE	1,280,000	1,280,000	1,280,000
2016B SURPLUS FUND BALANCE	760,723	762,889	764,389
TOTAL RESERVE	<u>\$ 2,092,523</u>	<u>\$ 2,095,589</u>	<u>\$ 2,099,089</u>

NORTH RANGE METROPOLITAN DISTRICT NO. 1
PROPERTY TAX SUMMARY INFORMATION
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

1/21/2022

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
ASSESSED VALUATION			
Residential	\$ 58,168,100	\$ 58,709,490	\$ 61,668,110
Commercial	4,144,930	4,068,600	4,119,420
Agricultural	20	20	20
State assessed	94,150	117,270	119,600
Vacant land	2,229,900	2,048,050	2,288,410
Personal property	1,407,350	1,883,060	1,818,670
Other	18,420	-	-
Certified Assessed Value	<u>\$ 66,062,870</u>	<u>\$ 66,826,490</u>	<u>\$ 70,014,230</u>
MILL LEVY			
General	24.764	24.320	24.320
Debt Service	63.541	63.986	63.986
Total mill levy	<u>88.305</u>	<u>88.306</u>	<u>88.306</u>
PROPERTY TAXES			
General	\$ 1,635,981	\$ 1,625,220	\$ 1,702,746
Debt Service	4,197,702	4,275,960	4,479,931
Levied property taxes	5,833,683	5,901,180	6,182,677
Adjustments to actual/rounding	(3,529)	-	-
Refunds and abatements	(6,425)	(371)	-
Budgeted property taxes	<u>\$ 5,823,729</u>	<u>\$ 5,900,809</u>	<u>\$ 6,182,677</u>
BUDGETED PROPERTY TAXES			
General	<u>\$ 1,603,855</u>	<u>1,625,118</u>	<u>\$ 1,702,746</u>
Debt Service	<u>4,219,874</u>	<u>4,275,691</u>	<u>4,479,931</u>
	<u>\$ 5,823,729</u>	<u>\$ 5,900,809</u>	<u>\$ 6,182,677</u>

NORTH RANGE METROPOLITAN DISTRICT NO. 1
GENERAL FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

1/21/2022

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 66,855	\$ 52,987	\$ 52,700
REVENUES			
Property taxes - General Fund	1,603,855	1,625,118	1,702,746
Specific ownership taxes	117,905	130,000	119,192
Interest income	4,135	1,200	53
Other revenue	390	248	-
Total revenues	<u>1,726,285</u>	<u>1,756,566</u>	<u>1,821,991</u>
Total funds available	<u>1,793,140</u>	<u>1,809,553</u>	<u>1,874,691</u>
EXPENDITURES			
General and administrative			
Audit	4,900	5,000	5,100
County Treasurer's fee	24,079	24,378	25,541
Payroll taxes	199	184	230
Directors' fees	2,600	2,400	3,000
Dues and membership	1,237	1,238	1,300
Insurance and bonds	4,789	4,592	5,000
Legal services	390	2,500	2,500
Miscellaneous	-	1,000	1,000
Election expense	44,060	-	40,000
Intergov Expenditure - RMD Operations	1,657,899	1,715,561	1,736,320
Total expenditures	<u>1,740,153</u>	<u>1,756,853</u>	<u>1,819,991</u>
Total expenditures and transfers out requiring appropriation	<u>1,740,153</u>	<u>1,756,853</u>	<u>1,819,991</u>
ENDING FUND BALANCE	<u>\$ 52,987</u>	<u>\$ 52,700</u>	<u>\$ 54,700</u>
EMERGENCY RESERVE	<u>\$ 51,800</u>	<u>\$ 52,700</u>	<u>\$ 54,700</u>

NORTH RANGE METROPOLITAN DISTRICT NO. 1
DEBT SERVICE FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

1/21/2022

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 2,039,217	\$ 2,042,614	\$ 2,042,889
REVENUES			
Property taxes - Debt Service Fund	4,219,874	4,275,691	4,479,931
Specific ownership taxes	310,217	345,000	313,595
Interest income	18,993	8,700	2,042
Total revenues	<u>4,549,084</u>	<u>4,629,391</u>	<u>4,795,568</u>
Total funds available	<u>6,588,301</u>	<u>6,672,005</u>	<u>6,838,457</u>
EXPENDITURES			
Debt Service			
Bond interest 2016A	722,390	687,183	650,845
Bond interest 2016B	473,625	473,625	473,625
Bond principal 2016A	1,090,000	1,125,000	1,160,000
County Treasurer's fee	63,354	64,139	67,199
MLEPA Payment to Reunion	2,190,318	2,273,169	2,436,399
Paying agent fees	6,000	6,000	6,000
Total expenditures	<u>4,545,687</u>	<u>4,629,116</u>	<u>4,794,068</u>
Total expenditures and transfers out requiring appropriation	<u>4,545,687</u>	<u>4,629,116</u>	<u>4,794,068</u>
ENDING FUND BALANCE	<u>\$ 2,042,614</u>	<u>\$ 2,042,889</u>	<u>\$ 2,044,389</u>
2016A SURPLUS FUND BALANCE	\$ 1,280,000	\$ 1,280,000	\$ 1,280,000
2016B SURPLUS FUND BALANCE	760,723	762,889	764,389
TOTAL RESERVE	<u>\$ 2,040,723</u>	<u>\$ 2,042,889</u>	<u>\$ 2,044,389</u>

**NORTH RANGE METROPOLITAN DISTRICT NO. 1
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

North Range Metropolitan District No.1 (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 on December 27, 2000 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 Nos. 2, 3, 4 and 5 (collectively "NRMD's"), and the Reunion Metropolitan District ("Reunion"). Reunion 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 Reunion 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 Reunion.

The District has no employees and all administrative functions are contracted.

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

Property Taxes

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

The calculation of the taxes levied is displayed on the Property Tax Summary of the Budget at the adopted total mill levy.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7% of the property taxes collected by both the General Fund and the Debt Service Fund. The budget assumes that specific ownership taxes allocable to property taxes collected by the Debt Service Fund will be pledged to debt service on the bonds during the term the bonds are outstanding.

**NORTH RANGE METROPOLITAN DISTRICT NO. 1
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues – (continued)

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately .10%.

Expenditures

General Government

General government expenditures included the estimated services necessary to maintain the District's administrative viability, such as legal, audit, management, election, accounting, insurance, and meeting expenses.

Intergovernmental Expenditure

Pursuant to intergovernmental agreements, the District will remit revenues to Reunion in order to pay the District's operational cost which may include legal, management, accounting, insurance, and meeting expenses as well as fund the operations of Reunion.

Debt Service

Principal and interest payments in 2022 are provided based on the debt amortization schedule from the Series 2016 Bonds.

MLEPA payment to Reunion

On June 3, 2016, and as amended on May 1, 2017, the District entered into a Mill Levy Equalization and Pledge Agreement (MLEPA) with Reunion, District No. 2, District No. 3, and District No. 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 obligations 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.

NORTH RANGE METROPOLITAN DISTRICT NO. 1
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Expenditures – (continued)

MLEPA payment to Reunion – (continued)

The District has levied the required operations and debt services mill levies under the MLEPA and will transfer Surplus Debt Mill Levy Revenues to Reunion. 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 obligation issued or incurred by Reunion or assumed by Reunion from any North Range, specifically including the 2017 Reunion Bonds.

Debt and Leases

Series 2016A – Taxable/Tax Exempt Refunding Bonds

On June 3, 2016, the District issued its Series 2016A Bonds in the principal amount of \$25,745,000. The proceeds of which were used to advance refund the Series 2007 Bonds and pay the costs of issuance of the Series 2016A Bonds. The Series 2016A Bonds have a final maturity date of December 1, 2035. The principal amount of the Series 2016A Bonds is expected to fully amortize and be subject to mandatory sinking fund payments prior to their final maturity date. The Series 2016A Bonds were issued as taxable bonds bearing interest at the rate of 4.61% and will convert to tax exempt on December 1, 2016, and will bear a rate of 3.23% thereafter. The Series 2016A Bonds are secured by a pledge of the District’s unlimited debt service mill levy, specific ownership taxes collected as a result of the imposition of such unlimited debt service mill levy, and any other legally available funds. The Series 2016A Bonds will also be secured by the Series 2016A Debt Service Surplus Fund which has a maximum Surplus amount of \$1,280,000.

Series 2016B – General Obligation Bonds

On June 3, 2016, the District issued its Series 2016B Bonds in the principal amount of \$12,800,000. The proceeds from the sale of the Series 2016B Bonds will be used to prepay and cancel the 2007 Repayment Obligation incurred under the 2007 Advance and Reimbursement Agreement, finance the costs of certain public improvements, fund the Debt Service Surplus Fund, and pay the costs of issuing the Series 2016B Bonds. The Series 2016B Bonds are term bonds with the first term due December 1, 2038, and bearing interest of 3.50% and the second term bonds due December 1, 2045 and bearing and interest rate of 5.00%. The Series 2016B Bonds are secured by a pledge of the District’s unlimited debt service mill levy, specific ownership taxes collected as a result of the imposition of such unlimited debt service mill levy, and any other legally available funds. The Series 2016B Bonds will also be secured by the Series 2016B Debt Service Surplus Fund which has a maximum Surplus amount of \$720,000.

The District has no capital or operating leases.

**NORTH RANGE METROPOLITAN DISTRICT NO. 1
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

Emergency Reserve

The District has provided for an Emergency Reserve equal to at least 3% of fiscal year spending, as defined under TABOR.

Surplus Fund Reserve

The District maintains a surplus fund reserve as required with the issuance of the Series 2016 Bonds.

This information is an integral part of the accompanying budget.

NORTH RANGE METROPOLITAN DISTRICT NO. 1
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
December 31, 2022

\$27,745,000 G.O. Refunding Bonds
Series 2016A

Dated June 3, 2016

Principal due December 1

Interest Rate 3.23% to 4.61% Payable

June 1 and December 1

Year	Principal	Interest	Total
2022	\$ 1,160,000	\$ 650,845	\$ 1,810,845
2023	1,200,000	613,377	1,813,377
2024	1,240,000	574,617	1,814,617
2025	1,280,000	534,565	1,814,565
2026	1,320,000	493,221	1,813,221
2027	1,360,000	450,585	1,810,585
2028	1,405,000	406,657	1,811,657
2029	1,450,000	361,276	1,811,276
2030	1,495,000	314,441	1,809,441
2031	1,545,000	266,152	1,811,152
2032	1,595,000	216,249	1,811,249
2033	1,645,000	164,730	1,809,730
2034	1,700,000	111,597	1,811,597
2035	1,755,000	56,687	1,811,687
	<u>\$ 20,150,000</u>	<u>\$ 5,214,999</u>	<u>\$ 25,364,999</u>

No assurance provided. See summary of significant assumptions.

NORTH RANGE METROPOLITAN DISTRICT NO. 1
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
December 31, 2022

\$12,180,000 G.O. Bonds
Series 2016B
Dated June 3, 2016
Principal due December 1
Interest Rate 3.50% to 5.00% Payable
June 1 and December 1

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ -	\$ 473,625	\$ 473,625
2023	-	473,625	473,625
2024	-	473,625	473,625
2025	-	473,625	473,625
2026	-	473,625	473,625
2027	-	473,625	473,625
2028	-	473,625	473,625
2029	-	473,625	473,625
2030	-	473,625	473,625
2031	-	473,625	473,625
2032	-	473,625	473,625
2033	-	473,625	473,625
2034	-	473,625	473,625
2035	-	473,625	473,625
2036	1,000,000	473,625	1,473,625
2037	1,050,000	423,625	1,473,625
2038	1,105,000	371,125	1,476,125
2039	1,160,000	315,875	1,475,875
2040	1,200,000	275,275	1,475,275
2041	1,245,000	233,275	1,478,275
2042	1,285,000	189,700	1,474,700
2043	1,330,000	144,725	1,474,725
2044	1,380,000	98,175	1,478,175
2045	1,425,000	49,875	1,474,875
	<u>\$ 12,180,000</u>	<u>\$ 9,206,025</u>	<u>\$ 21,386,025</u>

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of Adams County, Colorado.

On behalf of the North Range Metropolitan District No. 1,
(taxing entity)^A

the Board of Directors
(governing body)^B

of the North Range Metropolitan District No. 1
(local government)^C

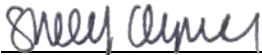
Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 70,014,230 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 70,014,230 (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: 12/10/2021 for budget/fiscal year 2022.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	<u>24.320</u> mills	<u>\$ 1,702,746</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	<u>24.320</u> mills	<u>\$ 1,702,746</u>
3. General Obligation Bonds and Interest ^J	<u>32.629</u> mills	<u>\$ 2,284,494</u>
4. Contractual Obligations ^K	<u>31.357</u> mills	<u>\$ 2,195,437</u>
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
_____	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<u>88.306</u> mills	<u>\$6,182,677</u>

Contact person: Shelby Clymer Daytime phone: (303) 779-5710
(print)

Signed:  Title: Accountant for District

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1.	Purpose of Issue:	Bond Refunding
	Series:	General Obligation Refunding Bonds (Taxable to Tax-Exempt), Series 2016A
	Date of Issue:	June 3, 2016
	Coupon Rate:	3.23%
	Maturity Date:	December 1, 2035
	Levy:	25.864
	Revenue:	1,810,848
2.	Purpose of Issue:	Bond Refunding
	Series:	General Obligation Bonds, Series 2016B
	Date of Issue:	June 3, 2016
	Coupon Rate:	3.50% - 5.00%
	Maturity Date:	December 1, 2045
	Levy:	6.765
	Revenue:	473,646

CONTRACTS^K:

3.	Purpose of Contract:	Debt repayment
	Title:	Mill Levy Equalization and Pledge Agreement
	Date:	June 3, 2016
	Principal Amount:	n/a
	Maturity Date:	n/a
	Levy:	31.357
	Revenue:	2,195,437
4.	Purpose of Contract:	_____
	Title:	_____
	Date:	_____
	Principal Amount:	_____
	Maturity Date:	_____
	Levy:	_____
	Revenue:	_____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

EXHIBIT J-3
(Budget)

LETTER OF BUDGET TRANSMITTAL


Date: January 25, 2022

To: Division of Local Government
1313 Sherman Street, Room 521
Denver, Colorado 80203

Attached are the 2021 budget and budget message for the NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 1 Adams County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 9, 2021. If there are any questions on the budget, please contact:

CliftonLarsonAllen LLP
Attn: Matthew Urkoski, District Manager
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Telephone number: 303-779-5710
Matt.urkoski@claconnect.com

I, Matthew Urkoski, District Manager of the North Range Metropolitan District No. 1, Subdistrict No. 1 hereby certify that the attached is a true and correct copy of the 2022 budget.

By: 

Matthew Urkoski, District Manager

RESOLUTION
ADOPTING BUDGET, IMPOSING MILL LEVY AND APPROPRIATING FUNDS
(2022)

The Board of Directors of North Range Metropolitan District No. 1, Subdistrict No. 1 (the “**Board**”), City of Commerce City, County of Adams, Colorado (the “**District**”) held a special meeting held via teleconference on November 9, 2021, at the hour of 6:00 P.M.

Prior to the meeting, each of the directors was notified of the date, time and place of the budget meeting and the purpose for which it was called and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

[Remainder of Page Intentionally Left Blank.]

NOTICE AS TO PROPOSED 2022 BUDGET

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Public Notice

NOTICE OF PUBLIC HEARING ON THE
AMENDED 2021 BUDGETS
AND
NOTICE OF PUBLIC HEARING ON THE
PROPOSED 2022 BUDGETS

North Range Metro Dist No. 1 (CLA) **
C/O Clifton Larson Allen LLP
8390 EAST CRESCENT PKWY #300
Greenwood Village CO 80111

NOTICE IS HEREBY GIVEN that the Boards of Directors (the "Boards") of the NORTH RANGE METROPOLITAN DISTRICT NO. 1, NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 1 and NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 2 (the "Districts"), will hold a meeting via teleconference on November 9, 2021 at 6:00 P.M., for the purpose of conducting such business as may come before the Boards including a public hearing on the 2021 Amended Budgets (the "Amended Budgets") and 2022 Proposed Budgets (the "Proposed Budgets"). This meeting can be joined using the following teleconference information:

Description: CCX341 Budget Notice

**AFFIDAVIT OF
PUBLICATION**

https://teams.microsoft.com/j/teams/join/19%3ameeting_ZDd1NA1MGY1YTRIGS000DJKLThkZTEVzNhODM4ZTZlNWU2%40thread_v2/0?context=%7b%22id%22%3a%224aa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22oid%22%3a%2278e91a46-bd0c-4fe5-980c-8ff3d0c70755%22%7d

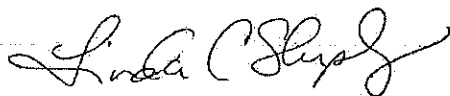
State of Colorado }
County of Adams } ss

Or call in (audio only)
+1 720-547-5281
Phone Conference ID: 498 738 387#

This Affidavit of Publication for the Commerce City Sentinel Express, a weekly newspaper, printed and published for the County of Adams, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 11/2/2021, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.

NOTICE IS FURTHER GIVEN that the Amended Budgets and Proposed Budgets have been submitted to the Districts. A copy of the Amended Budgets and the Proposed Budgets are on file in the office of the Districts' Accountant, CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado where the same are open for public inspection.

Any interested elector of the Districts may file any objections to the Amended Budgets and Proposed Budgets at any time prior to final adoption of the Amended Budgets and Proposed Budgets by the Boards. This meeting is open to the public and the agenda for any meeting may be obtained by calling (303) 858-1800.



BY ORDER OF THE BOARDS OF DIRECTORS:
NORTH RANGE METROPOLITAN DISTRICT NO. 1, NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 1 and NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 2
/s/ WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law

For the Commerce City Sentinel Express

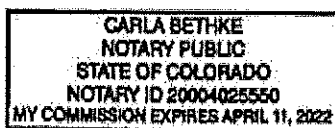
Legal Notice No. CCX341
First Publication: November 2, 2021
Last Publication: November 2, 2021
Publisher: Commerce City Sentinel Express

State of Colorado }
County of Adams } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 11/2/2021. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-442122

Carla Bethke
Notary Public
My commission ends April 11, 2022



A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE DISTRICT FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022 AND ENDING ON THE LAST DAY OF DECEMBER 2022.

WHEREAS, the Board has authorized its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 9, 2021, interested electors were given the opportunity to file or present any objections to said proposed budget at any time prior to final adoption of the budget by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2022. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2022 budget year, there is hereby levied a tax of 1.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000

mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of Adams County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 7. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 8. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 9. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

[Remainder of page intentionally left blank.]

ADOPTED THIS 9th DAY OF NOVEMBER, 2021.

NORTH RANGE METROPOLITAN DISTRICT NO. 1,
SUBDISTRICT NO. 1

DocuSigned by:
Thomas Mueller
C90CE06EF08F4A5...

Officer of the District

ATTEST:

DocuSigned by:
Anna Phillips
84CAB75DD1CE48A...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Kristen Bear
1D49665F0E7344B...

General Counsel to the District

STATE OF COLORADO
COUNTY OF ADAMS
NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 1

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held on November 9, 2021, via teleconference as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 9th of November, 2021.

DocuSigned by:
Anna Phillips
84CAB75DD1CE48A...

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

NORTH RANGE METROPOLITAN DISTRICT NO. 1 (SUBDISTRICT NO. 1)

ANNUAL BUDGET

FOR THE YEAR ENDING DECEMBER 31, 2022

NORTH RANGE METROPOLITAN DISTRICT NO. 1 SUBDISTRICT NO. 1
GENERAL FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

1/21/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 98,978	\$ 107,232	\$ 110,022
REVENUES			
Property taxes	9,925	4,975	5,272
Specific ownership taxes	729	810	369
Interest income	749	80	111
Total revenues	<u>11,403</u>	<u>5,865</u>	<u>5,752</u>
Total funds available	<u>110,381</u>	<u>113,097</u>	<u>115,774</u>
EXPENDITURES			
County Treasurer's fees	149	75	79
Intergov expenditure - Reunion	3,000	3,000	3,000
Total expenditures	<u>3,149</u>	<u>3,075</u>	<u>3,079</u>
Total expenditures and transfers out requiring appropriation	<u>3,149</u>	<u>3,075</u>	<u>3,079</u>
ENDING FUND BALANCE	<u>\$ 107,232</u>	<u>\$ 110,022</u>	<u>\$ 112,695</u>
EMERGENCY RESERVE	\$ 400	\$ 200	\$ 200
REPAIR AND REPLACEMENT RESERVE	106,832	109,822	112,495
TOTAL RESERVE	<u>\$ 107,232</u>	<u>\$ 110,022</u>	<u>\$ 112,695</u>

NORTH RANGE METROPOLITAN DISTRICT NO. 1 SUBDISTRICT NO. 1
PROPERTY TAX SUMMARY INFORMATION
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

1/21/22

ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
----------------	-------------------	----------------

ASSESSED VALUATION

Residential	\$ 4,910,300	\$ 4,908,590	\$ 5,206,060
State assessed	770	1,060	1,000
Personal property	53,940	65,040	64,560
Certified Assessed Value	<u>\$ 4,965,010</u>	<u>\$ 4,974,690</u>	<u>\$ 5,271,620</u>

MILL LEVY

General Fund	2.000	1.000	1.000
Total mill levy	<u>2.000</u>	<u>1.000</u>	<u>1.000</u>

PROPERTY TAXES

General Fund	\$ 9,930	\$ 4,975	\$ 5,272
Levied property taxes	<u>9,930</u>	<u>4,975</u>	<u>5,272</u>
Adjustments to actual/rounding	(5)	-	-
Budgeted property taxes	<u>\$ 9,925</u>	<u>\$ 4,975</u>	<u>\$ 5,272</u>

BUDGETED PROPERTY TAXES

GENERAL FUND	\$ 9,925	\$ 4,975	\$ 5,272
	<u>\$ 9,925</u>	<u>\$ 4,975</u>	<u>\$ 5,272</u>

**NORTH RANGE METROPOLITAN DISTRICT NO. 1 SUBDISTRICT NO. 1
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The Board of Directors of North Range Metropolitan District No. 1 (the "District") by resolution allowed for the division of the District into one or more areas. North Range Metropolitan District No. 1 Subdistrict No. 1 (the "Subdistrict") was created for the purposes of maintaining the alleyways adjacent to certain residential taxpayers. The Subdistrict has entered into an intergovernmental agreement whereby Reunion Metropolitan District ("Reunion") provides the maintenance of the alleyways within the Subdistrict. The Subdistrict will provide the necessary funding to Reunion.

The Subdistrict has no employees and all administrative functions are contracted.

The Subdistrict 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 Subdistrict 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

Property Taxes

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

The calculation of the taxes levied is displayed on the Property Tax Summary of the Budget at the adopted total mill levy.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the Subdistrict's share will be equal to approximately 7% of the property taxes collected.

Interest Income

Interest earned on the Subdistrict's available funds has been estimated based on an average interest rate of approximately 0.10%.

**NORTH RANGE METROPOLITAN DISTRICT NO. 1 SUBDISTRICT NO. 1
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

Intergovernmental Expenditure

Pursuant to intergovernmental agreements, the Subdistrict will remit revenues to Reunion in order to pay the Subdistrict's maintenance costs.

Reserves

Emergency Reserve

The Subdistrict has provided for an Emergency Reserve equal to at least 3% of fiscal year spending, as defined under TABOR.

This information is an integral part of the accompanying budget.

CERTIFICATION OF TAX LEVIES¹ for NON-SCHOOL Governments

TO: County Commissioners¹ of Adams County, Colorado.

On behalf of the North Range Metropolitan District No. 1 Subdistrict No. 1,
(taxing entity)^A

the Board of Directors
(governing body)^B

of the North Range Metropolitan District No. 1 Subdistrict No. 1
(local government)^C

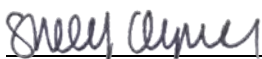
Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 5,271,620 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 5,271,620 (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: 12/10/2021 for budget/fiscal year 2022.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	1.000 mills	\$ 5,272
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	1.000 mills	\$ 5,272
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	1.000 mills	\$ 5,272

Contact person: Shelby Clymer Daytime phone: (303) 779-5710
(print)

Signed:  Title: Accountant for District

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

EXHIBIT J-4
(Budget)

LETTER OF BUDGET TRANSMITTAL


Date: January 25, 2022

To: Division of Local Government
1313 Sherman Street, Room 521
Denver, Colorado 80203

Attached are the 2021 budget and budget message for the NORTH RANGE METROPOLITAN DISTRICT NO. 1 SUBDISTRICT NO. 2 Adams County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 9, 2021. If there are any questions on the budget, please contact:

CliftonLarsonAllen LLP
Attn: Matthew Urkoski, District Manager
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Telephone number: 303-779-5710
Matt.urkoski@claconnect.com

I, Matthew Urkoski, District Manager of the North Range Metropolitan District No. 1 Subdistrict No. 2 hereby certify that the attached is a true and correct copy of the 2022 budget.

By: 

Matthew Urkoski, District Manager

RESOLUTION
ADOPTING BUDGET, IMPOSING MILL LEVY AND APPROPRIATING FUNDS
(2022)

The Board of Directors of North Range Metropolitan District No. 1, Subdistrict No. 2 (the “**Board**”), City of Commerce City, County of Adams, Colorado (the “**District**”) held a special meeting held via teleconference on November 9, 2021, at the hour of 6:00 P.M.

Prior to the meeting, each of the directors was notified of the date, time and place of the budget meeting and the purpose for which it was called and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

[Remainder of Page Intentionally Left Blank.]

NOTICE AS TO PROPOSED 2022 BUDGET

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Public Notice

NOTICE OF PUBLIC HEARING ON THE
AMENDED 2021 BUDGETS
AND
NOTICE OF PUBLIC HEARING ON THE
PROPOSED 2022 BUDGETS

North Range Metro Dist No. 1 (CLA) **
C/O Clifton Larson Allen LLP
8390 EAST CRESCENT PKWY #300
Greenwood Village CO 80111

NOTICE IS HEREBY GIVEN that the Boards of Directors (the "Boards") of the NORTH RANGE METROPOLITAN DISTRICT NO. 1, NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 1 and NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 2 (the "Districts"), will hold a meeting via teleconference on November 9, 2021 at 6:00 P.M., for the purpose of conducting such business as may come before the Boards including a public hearing on the 2021 Amended Budgets (the "Amended Budgets") and 2022 Proposed Budgets (the "Proposed Budgets"). This meeting can be joined using the following teleconference information:

Description: CCX341 Budget Notice

AFFIDAVIT OF PUBLICATION

https://teams.microsoft.com/j/teams/join/19%3Ameeting_ZDdNJA1MGY1YTRIGS000DJKLThkZTEVzNhODM4ZTZlNWU2%40thread_v2/0?context=%7b%22id%22%3a%224aa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22oid%22%3a%2278e91a46-bd0c-4fe5-980c-8ff3d0c70755%22%7d

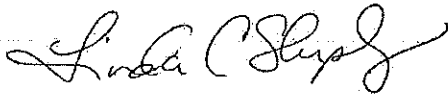
State of Colorado }
County of Adams } ss

Or call in (audio only)
+1 720-547-5281
Phone Conference ID: 498 738 387#

This Affidavit of Publication for the Commerce City Sentinel Express, a weekly newspaper, printed and published for the County of Adams, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 11/2/2021, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.

NOTICE IS FURTHER GIVEN that the Amended Budgets and Proposed Budgets have been submitted to the Districts. A copy of the Amended Budgets and the Proposed Budgets are on file in the office of the Districts' Accountant, CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado where the same are open for public inspection.

Any interested elector of the Districts may file any objections to the Amended Budgets and Proposed Budgets at any time prior to final adoption of the Amended Budgets and Proposed Budgets by the Boards. This meeting is open to the public and the agenda for any meeting may be obtained by calling (303) 858-1800.



BY ORDER OF THE BOARDS OF DIRECTORS:
NORTH RANGE METROPOLITAN DISTRICT NO. 1, NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 1 and NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 2
/s/ WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law

For the Commerce City Sentinel Express

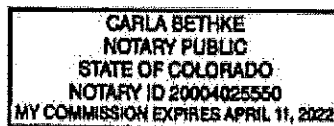
Legal Notice No. CCX341
First Publication: November 2, 2021
Last Publication: November 2, 2021
Publisher: Commerce City Sentinel Express

State of Colorado }
County of Adams } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 11/2/2021. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-442122

Carla Bethke
Notary Public
My commission ends April 11, 2022



A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE DISTRICT FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022 AND ENDING ON THE LAST DAY OF DECEMBER 2022.

WHEREAS, the Board has authorized its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 9, 2021, interested electors were given the opportunity to file or present any objections to said proposed budget at any time prior to final adoption of the budget by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2022. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000

mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of Adams County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 7. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 8. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 9. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

[Remainder of page intentionally left blank.]

ADOPTED THIS 9th DAY OF NOVEMBER, 2021.

NORTH RANGE METROPOLITAN DISTRICT NO. 1,
SUBDISTRICT NO. 2

DocuSigned by:
Thomas Mueller
C90CE06EF08F4A5...

Officer of the District

ATTEST:

DocuSigned by:
Anna Phillips
84CAB75DD1CE48A...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Kristen Bear
1D49665F0E7344B...

General Counsel to the District

STATE OF COLORADO
COUNTY OF ADAMS
NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 2

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held on November 9, 2021, via teleconference as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 9th of November, 2021.

DocuSigned by:
Anna Phillips
84CAB75DD1CE48A...

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

NORTH RANGE METROPOLITAN DISTRICT NO. 1 (SUBDISTRICT NO. 2)
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2022

NORTH RANGE METROPOLITAN DISTRICT NO. 1 SUBDISTRICT NO. 2
GENERAL FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

1/21/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUES			
Carriage home fees	57,300	37,440	37,440
Total revenues	<u>57,300</u>	<u>37,440</u>	<u>37,440</u>
Total funds available	<u>57,300</u>	<u>37,440</u>	<u>37,440</u>
EXPENDITURES			
General and Administrative			
Intergov expenditure - RMD Operations	57,300	37,440	37,440
Total expenditures	<u>57,300</u>	<u>37,440</u>	<u>37,440</u>
Total expenditures and transfers out requiring appropriation	<u>57,300</u>	<u>37,440</u>	<u>37,440</u>
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

NORTH RANGE METROPOLITAN DISTRICT NO. 1 SUBDISTRICT NO. 2
PROPERTY TAX SUMMARY INFORMATION
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

1/21/22

ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
----------------	-------------------	----------------

ASSESSED VALUATION

Residential	\$ 1,130,320	\$ 1,130,320	\$ 1,270,270
State assessed	-	420	3,680
Personal property	-	16,150	81,990
Vacant land	60	60	60
Certified Assessed Value	<u>\$ 1,130,380</u>	<u>\$ 1,146,950</u>	<u>\$ 1,356,000</u>

MILL LEVY

General Fund	0.000	0.000	0.000
Total mill levy	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>

PROPERTY TAXES

General Fund	\$ -	\$ -	\$ -
Levied property taxes	<u>-</u>	<u>-</u>	<u>-</u>
Budgeted property taxes	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

BUDGETED PROPERTY TAXES

GENERAL FUND	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**NORTH RANGE METROPOLITAN DISTRICT NO. 1 SUBDISTRICT NO. 2
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The Board of Directors of North Range Metropolitan District (the “District”) by resolution allowed for the division of the District into one or more areas. North Range Metropolitan District No. 1 Subdistrict No. 2 (the “Subdistrict”) was established on October 10, 2017. The District was created for the purpose of providing certain services, programs and facilities to be furnished within the area of the Subdistrict, and intergovernmental agreement whereby Reunion Metropolitan District (“Reunion”) provides the administrative services and operation and maintenance of public improvements. The Subdistrict will provide necessary funding to Reunion.

The Subdistrict has no employees and all administrative functions are contracted.

The Subdistrict 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

Maintenance Fees

The Subdistrict imposes a monthly maintenance fee of \$65 per month on all occupied residential properties within the boundaries of the Subdistrict in order to fund the service costs of the Subdistrict. There are currently 48 units within the Subdistrict.

Expenditures

Intergovernmental Expenditure

Pursuant to an intergovernmental agreement with Reunion, the Subdistrict will remit revenues to Reunion in order to pay the Subdistrict’s maintenance costs.

Reserves

Emergency Reserve

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since all funds received by the Subdistrict are transferred to Reunion Metropolitan District, which pays for all of the Subdistrict’s operations and maintenance costs, an Emergency Reserve is not reflected in the Subdistrict’s budget.

This information is an integral part of the accompanying budget.

CERTIFICATION OF TAX LEVIES¹ for NON-SCHOOL Governments

TO: County Commissioners¹ of Adams County, Colorado.

On behalf of the North Range Metropolitan District No. 1 Subdistrict No. 2,
(taxing entity)^A

the Board of Directors
(governing body)^B

of the North Range Metropolitan District No. 1 Subdistrict No. 2
(local government)^C

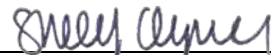
Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 1,356,000 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 1,356,000 (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: 12/10/2021 for budget/fiscal year 2022.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	0.000 mills	\$ 0
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	0.000 mills	\$ 0
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	0.000 mills	\$ 0

Contact person: Shelby Clymer Daytime phone: (303) 779-5710
(print)

Signed:  Title: Accountant for District

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

EXHIBIT J-5
(Budget)

LETTER OF BUDGET TRANSMITTAL

Date: January 27, 2022


To: Division of Local Government
1313 Sherman Street, Room 521
Denver, Colorado 80203

Attached are the 2022 budget and budget message for the NORTH RANGE METROPOLITAN DISTRICT NO. 3 Adams Douglas County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 18, 2021. If there are any questions on the budget, please contact:

CliftonLarsonAllen LLP
Attn: Matthew Urkoski, District Manager
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Telephone number: 303-779-5710
Matthew.urkoski@claconnect.com

I, Matthew Urkoski, District Manager of the North Range Metropolitan District No. 3 hereby certify that the attached is a true and correct copy of the 2022 budget.

By:


Matthew Urkoski, District Manager

RESOLUTION
ADOPTING BUDGET, IMPOSING MILL LEVY AND APPROPRIATING FUNDS
(2022)

The Board of Directors of the North Range Metropolitan District No. 3 (the “**Board**”), City of Commerce City, County of Adams, Colorado (the “**District**”) held a special meeting held via teleconference on November 18, 2021, at the hour of 1:00 P.M.

Prior to the meeting, each of the directors was notified of the date, time and place of the budget meeting and the purpose for which it was called and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

[Remainder of Page Intentionally Left Blank.]

NOTICE AS TO PROPOSED 2022 BUDGET

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Public Notice

NOTICE OF PUBLIC HEARING ON THE
AMENDED 2021 BUDGET
AND
NOTICE OF PUBLIC HEARING ON THE
PROPOSED 2022 BUDGET

North Range Metro Dist No.3 (cla) **
c/o Clifton Larson Allen
8390 E. Crescent Pkwy , #300
Greenwood Village CO 80111

NOTICE IS HEREBY GIVEN that the Board of Directors (the "Board") of the NORTH RANGE METROPOLITAN DISTRICT NO. 3 (the "District"), will hold a meeting via teleconference on November 18, 2021 at 1:00 P.M., for the purpose of conducting such business as may come before the Board including a public hearing on the 2021 Amended Budget (the "Amended Budget") and 2022 Proposed Budget (the "Proposed Budget"). This meeting can be joined using the following teleconference information:

Description: CCX342 Budget Notice

[https://teams.microsoft.com/join/19%3ameeting_ZDhhZTRmMmM\(YzZmZI00OWJlITqXNDktOWFmMFlUwZmQ4Zjhk%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-8a247aa3ade0%22%2c%22Oid%22%3a%2278e91a46-bd0c-4fe5-980c-8ff3d0c70755%22%7d](https://teams.microsoft.com/join/19%3ameeting_ZDhhZTRmMmM(YzZmZI00OWJlITqXNDktOWFmMFlUwZmQ4Zjhk%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-8a247aa3ade0%22%2c%22Oid%22%3a%2278e91a46-bd0c-4fe5-980c-8ff3d0c70755%22%7d)

AFFIDAVIT OF PUBLICATION

Or call in (audio only)
+1 720-547-5281, 592888273#
United States, Denver
Phone Conference ID: 592 888 273#

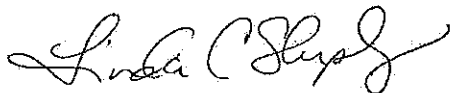
State of Colorado }
County of Adams } ss

NOTICE IS FURTHER GIVEN that the Amended Budget and Proposed Budget has been submitted to the District. A copy of the Amended Budget and the Proposed Budget is on file in the office of the District's Accountant, CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado where the same are open for public inspection.

This Affidavit of Publication for the Commerce City Sentinel Express, a weekly newspaper, printed and published for the County of Adams, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 11/9/2021, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.

Any interested elector of the District may file any objections to the Amended Budget and Proposed Budget at any time prior to final adoption of the Amended Budget and Proposed Budget by the Board. This meeting is open to the public and the agenda for any meeting may be obtained by calling (303) 858-1800.

BY ORDER OF THE BOARD OF DIRECTORS:
NORTH RANGE METROPOLITAN DISTRICT NO. 3
/s/ WHITE BEAR ANKELE TANAKA
& WALDRON, Attorneys at Law



Legal Notice No. CCX342
First Publication: November 9, 2021
Last Publication: November 9, 2021
Publisher: Commerce City Sentinel Express

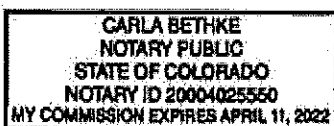
For the Commerce City Sentinel Express

State of Colorado }
County of Adams } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 11/9/2021. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-601310

Carla Bethke
Notary Public
My commission ends April 11, 2022



A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE DISTRICT FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022 AND ENDING ON THE LAST DAY OF DECEMBER 2022.

WHEREAS, the Board has authorized its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 18, 2021, interested electors were given the opportunity to file or present any objections to said proposed budget at any time prior to final adoption of the budget by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2022. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2022 budget year, there is hereby levied a tax of 24.320 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2022 budget year, there is hereby levied a tax of

63.986 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of Adams County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 7. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 8. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 9. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

[Remainder of page intentionally left blank.]

ADOPTED THIS 18th DAY OF NOVEMBER, 2021.

NORTH RANGE METROPOLITAN DISTRICT NO. 3

DocuSigned by:
Kelly Reid
630A8BA27EBE4FB...

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
1D40665F0E7344B...

General Counsel to the District

STATE OF COLORADO
COUNTY OF ADAMS
NORTH RANGE METROPOLITAN DISTRICT NO. 3

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held on November 18, 2021, via teleconference as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 18th of November, 2021.

DocuSigned by:
Brett Price
CA13C05C3EF1467

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

NORTH RANGE METROPOLITAN DISTRICT NO. 3
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2022

**NORTH RANGE METROPOLITAN DISTRICT NO. 3
SUMMARY
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 2,311	\$ 17,999,487	\$ 9,270,292
REVENUES			
Property taxes	1,818	38,608	745,959
Specific ownership taxes	134	153	52,217
Interest income	5,548	5,224	4,305
Bond issuance	51,115,000	-	4,451,000
System development fees	273,600	1,459,200	957,600
Transfer from Reunion MD	52,499	-	-
Other Income	-	-	1,000
Total revenues	<u>51,448,599</u>	<u>1,503,185</u>	<u>6,212,081</u>
TRANSFERS IN	<u>10,289,647</u>	<u>2,011</u>	<u>-</u>
Total funds available	<u>61,740,557</u>	<u>19,504,683</u>	<u>15,482,373</u>
EXPENDITURES			
General Fund	538	11,016	214,528
Debt Service Fund	184,210	2,659,770	2,680,000
Capital Projects Fund	33,266,675	7,561,594	4,451,000
Total expenditures	<u>33,451,423</u>	<u>10,232,380</u>	<u>7,345,528</u>
TRANSFERS OUT	<u>10,289,647</u>	<u>2,011</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>43,741,070</u>	<u>10,234,391</u>	<u>7,345,528</u>
ENDING FUND BALANCES	<u>\$ 17,999,487</u>	<u>\$ 9,270,292</u>	<u>\$ 8,136,845</u>
EMERGENCY RESERVE	\$ 100	\$ 400	\$ 6,700
DEBT SERVICE RESERVE	4,800,756	4,800,756	4,800,756
TOTAL RESERVE	<u>\$ 4,800,856</u>	<u>\$ 6,285,821</u>	<u>\$ 7,817,966</u>

NORTH RANGE METROPOLITAN DISTRICT NO. 3
PROPERTY TAX SUMMARY INFORMATION
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

1/24/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
ASSESSED VALUATION			
Agricultural	\$ 20	\$ 20	\$ 2,960
State assessed	4,850	8,330	22,490
Vacant land	-	-	7,732,530
Personal property	15,720	428,860	689,450
Certified Assessed Value	<u>\$ 20,590</u>	<u>\$ 437,210</u>	<u>\$ 8,447,430</u>
MILL LEVY			
General	24.764	24.320	24.320
Debt Service	63.541	63.986	63.986
Total mill levy	<u>88.305</u>	<u>88.306</u>	<u>88.306</u>
PROPERTY TAXES			
General	\$ 501	\$ 10,633	\$ 205,442
Debt Service	1,317	27,975	540,517
Levied property taxes	1,818	38,608	745,959
Adjustments to actual/rounding	-	-	-
Budgeted property taxes	<u>\$ 1,818</u>	<u>\$ 38,608</u>	<u>\$ 745,959</u>
BUDGETED PROPERTY TAXES			
General	\$ 501	\$ 10,633	\$ 205,442
Debt Service	1,317	27,975	540,517
	<u>\$ 1,818</u>	<u>\$ 38,608</u>	<u>\$ 745,959</u>

**NORTH RANGE METROPOLITAN DISTRICT NO. 3
GENERAL FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 709	\$ 738	\$ 400
REVENUES			
Property taxes	501	10,633	205,442
Specific ownership taxes	37	43	14,381
Interest income	29	2	5
Other Income	-	-	1,000
Total revenues	567	10,678	220,828
Total funds available	1,276	11,416	221,228
EXPENDITURES			
General and administrative			
Audit	-	4,000	4,200
County Treasurer's fees	8	159	3,082
Dues and membership	-	281	1,000
Elections	-	-	10,000
Insurance and bonds	-	3,020	3,500
Legal Services	-	-	3,000
Intergov Expenditure - RMD Operations	530	3,556	188,746
Contingency	-	-	1,000
Total expenditures	538	11,016	214,528
Total expenditures and transfers out requiring appropriation	538	11,016	214,528
ENDING FUND BALANCE	\$ 738	\$ 400	\$ 6,700
EMERGENCY RESERVE	\$ 100	\$ 400	\$ 6,700

NORTH RANGE METROPOLITAN DISTRICT NO. 3
DEBT SERVICE FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

1/24/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 1,602	\$ 10,436,366	\$ 9,269,892
REVENUES			
Property taxes	1,317	27,975	540,517
Specific ownership taxes	97	110	37,836
Interest income	1,814	4,000	4,300
System development fees	273,600	1,459,200	957,600
Transfer from Reunion MD	52,499	-	-
Total revenues	<u>329,327</u>	<u>1,491,285</u>	<u>1,540,253</u>
TRANSFERS IN			
Transfers from other fund	<u>10,289,647</u>	<u>2,011</u>	<u>-</u>
Total funds available	<u>10,620,576</u>	<u>11,929,662</u>	<u>10,810,145</u>
EXPENDITURES			
General and administrative			
County Treasurer's fees	20	420	8,108
Paying Agent Fees	-	7,000	7,000
Bond Interest - Series 2020A	184,190	2,652,350	2,652,350
Contingency	-	-	12,542
Total expenditures	<u>184,210</u>	<u>2,659,770</u>	<u>2,680,000</u>
Total expenditures and transfers out requiring appropriation	<u>184,210</u>	<u>2,659,770</u>	<u>2,680,000</u>
ENDING FUND BALANCE	<u>\$ 10,436,366</u>	<u>\$ 9,269,892</u>	<u>\$ 8,130,145</u>
DEBT SERVICE RESERVE	\$ 4,800,756	\$ 4,800,756	\$ 4,800,756
SURPLUS FUND	-	1,484,665	3,010,510
TOTAL RESERVE	<u>\$ 4,800,756</u>	<u>\$ 6,285,421</u>	<u>\$ 7,811,266</u>

**NORTH RANGE METROPOLITAN DISTRICT NO. 3
CAPITAL PROJECTS FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ -	\$ 7,562,383	\$ -
REVENUES			
Bond issuance	51,115,000	-	4,451,000
Interest income	3,705	1,222	-
Total revenues	<u>51,118,705</u>	<u>1,222</u>	<u>4,451,000</u>
Total funds available	<u>51,118,705</u>	<u>7,563,605</u>	<u>4,451,000</u>
EXPENDITURES			
Bond issue cost	1,402,665	300	-
Transfer to Reunion MD	31,864,010	7,561,294	4,451,000
Total expenditures	<u>33,266,675</u>	<u>7,561,594</u>	<u>4,451,000</u>
TRANSFERS OUT			
Transfer to other fund	<u>10,289,647</u>	<u>2,011</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>43,556,322</u>	<u>7,563,605</u>	<u>4,451,000</u>
ENDING FUND BALANCE	<u>\$ 7,562,383</u>	<u>\$ -</u>	<u>\$ -</u>

**NORTH RANGE METROPOLITAN DISTRICT NO. 3
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

North Range Metropolitan District No.3 (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 on December 27, 2000, 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 Nos. 1, 2, 4, and 5 (collectively "NRMD's"), and the Reunion Metropolitan District ("Reunion"). Reunion 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 Reunion 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 Reunion.

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.

The District has no employees and all administrative functions are contracted.

Revenues

Property Taxes

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

The calculation of the taxes levied is displayed on Property Tax Summary page of the Budget at the adopted total mill levy.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7% of the property taxes collected by the General Fund and the Debt Service Fund.

**NORTH RANGE METROPOLITAN DISTRICT NO. 3
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately .05%.

Intergovernmental revenue – System Development Fees

The District has entered into an intergovernmental agreement with Reunion in order to collect a portion of system development fees which are pledged for the repayment of debt. The agreement provides that for each Residential System Development Fee collected by Reunion, \$2,850 is to be transferred to the District's Bond Fund.

Expenditures

General Government

General government expenditures included the estimated services necessary to maintain the District's administrative viability, such as legal, audit, management, election, accounting, insurance, and meeting expenses.

Intergovernmental expenditure - Operations

Pursuant to intergovernmental agreements, the District will remit revenues to Reunion in order to pay the Districts operational cost which may include legal, management, accounting, insurance, and meeting expenses.

MLEPA payment to Reunion

On June 3, 2016, and as amended on May 1, 2017, the District entered into a Mill Levy Equalization and Pledge Agreement (MLEPA) with Reunion, District No. 1, District No. 2, and District No. 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 obligations 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.

**NORTH RANGE METROPOLITAN DISTRICT NO. 3
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures - (continued)

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.

The District has levied the required operations and debt services mill levies under the MLEPA.

Debt Service

The District will make debt service payments on the Bonds as required.

Debt and Leases

Series 2020A(3) and 2020B(3)

The District issued the Series 2020A(3) Bonds on November 6, 2020, in the par amount of \$51,115,000.

The Subordinate Bonds were not issued upon closing of the Senior Bonds; rather, the District authorized the issuance of the Subordinate Bonds on a drawdown basis in the future of up to the maximum principal amount of \$4,451,000. The Subordinate Bonds will be issued in 2021 in satisfaction of the obligations of the Reunion Metropolitan District incurred under a Funding and Reimbursement Agreement (Capital), which the District is obligated to repay in accordance with the Mill Levy Equalization and Pledge Agreement (MLEPA) as discussed below.

Proceeds from the sale of the Senior Bonds were used to reimburse a portion of the costs of acquiring, constructing, and/or installing certain public infrastructure to serve the development. A portion of the proceeds of the Senior Bonds were also used to fund: (a) the Reserve Fund, (b) capitalized interest on the Senior Bonds, and (c) the costs of issuing the Bonds.

The Senior Bonds were issued as two term bonds that bear interest at 5.000% and 5.250%, respectively, payable semiannually on June 1 and December 1 (each an “Interest Payment Date”), beginning on December 1, 2020, to the extent of available Senior Pledged Revenue. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2026. The term bonds mature on December 1, 2040 and on December 1, 2050, respectively. To the extent principal of any Senior Bond is not paid when due, such principal shall remain outstanding until paid. To the extent interest on any Bond is not paid when due, such interest shall compound semiannually on each Interest Payment Date, at the rate then borne by the Senior Bond.

The Senior Bonds are secured by Senior Pledged Revenue which means: (a) all Senior Property Tax Revenues; (b) all Senior Specific Ownership Tax Revenues; (c) all Pledged Fees; and (d) any other legally available moneys which the District determines, in its absolute discretion, to credit to the Senior Bond Fund.

**NORTH RANGE METROPOLITAN DISTRICT NO. 3
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases - (continued)

The Senior Bonds are additionally secured by capitalized interest which was funded from the proceeds of the Senior Bonds in the amount of \$5,488,891, by amounts in the Reserve Fund which was funded from proceeds of the Senior Bonds in the amount of the Reserve Requirement of \$4,800,756 and by amounts, if any, in the Surplus Fund. Senior Pledged Revenue that is not needed to pay debt service on the Senior Bonds in any year is to be deposited to and held in the Surplus Fund, up to the Maximum Surplus Amount of \$5,111,500.

The Subordinate Bonds will bear interest at the initial rate of 6.000% per annum, which rate will increase to 8.000% beginning December 16, 2025, and are payable annually on December 15, beginning December 15, 2020 from, and to the extent of, Subordinate Pledged Revenue available, if any, and mature on December 15, 2050. The Subordinate Bonds are structured as cash flow bonds meaning that there are no scheduled payments of principal or interest prior to the final maturity date. Unpaid interest on the Subordinate Bonds compounds annually on each December 15.

No additional draws may occur after November 6, 2023. If any amount of principal or interest on the Subordinate Bonds remains unpaid after the application of all Subordinate Pledged Revenue available on the Subordinate Bonds discharge date of December 15, 2060, such unpaid amount will be deemed discharged.

The Subordinate Bonds are secured by Subordinate Pledged Revenue which means: (a) all Subordinate Property Tax Revenues; (b) all Subordinate Specific Ownership Tax Revenues; (c) all Subordinate Pledged Fee Revenue; and (d) any other legally available moneys which the District determines, in its absolute discretion, to credit to the Subordinate Bond Fund.

Reserves

Emergency Reserve

The District has provided for an Emergency Reserve 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 2020 Bonds.

This information is an integral part of the accompanying budget.

**NORTH RANGE METROPOLITAN DISTRICT NO. 3
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

**\$51,115,000 General Obligation Bonds
Series 2020A(3)
November 6, 2020
Principal due December 1
Interest Rates 5.000 - 5.250% Payable
June 1 and December 1**

Year Ended December 31,	Principal	Interest	Total
2022	\$ -	\$ 2,652,350	\$ 2,652,350
2023	-	2,652,350	2,652,350
2024	-	2,652,350	2,652,350
2025	-	2,652,350	2,652,350
2026	30,000	2,652,350	2,682,350
2027	75,000	2,650,850	2,725,850
2028	240,000	2,647,100	2,887,100
2029	255,000	2,635,100	2,890,100
2030	440,000	2,622,350	3,062,350
2031	460,000	2,600,350	3,060,350
2032	665,000	2,577,350	3,242,350
2033	700,000	2,544,100	3,244,100
2034	930,000	2,509,100	3,439,100
2035	975,000	2,462,600	3,437,600
2036	1,230,000	2,413,850	3,643,850
2037	1,290,000	2,352,350	3,642,350
2038	1,570,000	2,287,850	3,857,850
2039	1,650,000	2,209,350	3,859,350
2040	1,965,000	2,126,850	4,091,850
2041	2,060,000	2,028,600	4,088,600
2042	2,415,000	1,920,450	4,335,450
2043	2,540,000	1,793,663	4,333,663
2044	2,935,000	1,660,313	4,595,313
2045	3,090,000	1,506,225	4,596,225
2046	3,525,000	1,344,000	4,869,000
2047	3,710,000	1,158,938	4,868,938
2048	4,195,000	964,163	5,159,163
2049	4,415,000	743,925	5,158,925
2050	9,755,000	512,138	10,267,138
	<u>\$ 51,115,000</u>	<u>\$ 61,533,313</u>	<u>\$ 112,648,313</u>

No assurance provided. See summary of significant assumptions.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of Adams County, Colorado.

On behalf of the North Range Metropolitan District No. 3,
(taxing entity)^A

the Board of Directors
(governing body)^B

of the North Range Metropolitan District No. 3
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 8,447,430 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 8,447,430 (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: 12/10/2021 for budget/fiscal year 2022.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	24.320 mills	\$ 205,442
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	24.320 mills	\$ 205,442
3. General Obligation Bonds and Interest ^J	63.986 mills	\$ 540,517
4. Contractual Obligations ^K	mills	\$
5. Capital Expenditures ^L	mills	\$
6. Refunds/Abatements ^M	mills	\$
7. Other ^N (specify): _____	mills	\$
_____	mills	\$
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	88.306 mills	\$ 745,959

Contact person: Shelby Clymer Daytime phone: (303) 779-5710
(print)
Signed:  Title: Accountant for District

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1.	Purpose of Issue:	Public infrastructure
	Series:	Limited Tax General Obligation Bonds Series 2020A(3)
	Date of Issue:	November 6, 2020
	Coupon Rate:	5.00% - 5.25%
	Maturity Date:	December 1, 2050
	Levy:	63.986
	Revenue:	\$540,517
2.	Purpose of Issue:	Public infrastructure
	Series:	Subordinate Limited Tax General Obligation Bonds Series 2020B(3)
	Date of Issue:	November 6, 2020
	Coupon Rate:	6.00% - 8.00%
	Maturity Date:	December 15, 2050
	Levy:	0.000
	Revenue:	\$0

CONTRACTS^K:

3.	Purpose of Contract:	Debt Repayment
	Title:	Mill Levy Equalization and Pledge Agreement
	Date:	June 3, 2016
	Principal Amount:	n/a
	Maturity Date:	n/a
	Levy:	0.000
	Revenue:	\$0
4.	Purpose of Contract:	_____
	Title:	_____
	Date:	_____
	Principal Amount:	_____
	Maturity Date:	_____
	Levy:	_____
	Revenue:	_____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

EXHIBIT J-6
(Budget)

LETTER OF BUDGET TRANSMITTAL

Date: January 25, 2022

To: Division of Local Government
1313 Sherman Street, Room 521
Denver, Colorado 80203

Attached are the 2022 budget and budget message for the NORTH RANGE METROPOLITAN DISTRICT NO. 4 Adams County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 11, 2021. If there are any questions on the budget, please contact:

CliftonLarsonAllen LLP
Attn: Matthew Urkoski, District Manager
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Telephone number: 303-779-5710
Matt.urkoski@claconnect.com

I, Matthew Urkoski, District Manager of the North Range Metropolitan District No. 4 hereby certify that the attached is a true and correct copy of the 2022 budget.

By: 

Matthew Urkoski, District Manager

RESOLUTION
ADOPTING BUDGET, IMPOSING MILL LEVY AND APPROPRIATING FUNDS
(2022)

The Board of Directors of the North Range Metropolitan District No. 4 (the “**Board**”), City of Commerce City, County of Adams, Colorado (the “**District**”) held a special meeting held via teleconference on November 11, 2021, at the hour of 1:00 P.M.

Prior to the meeting, each of the directors was notified of the date, time and place of the budget meeting and the purpose for which it was called and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

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NOTICE AS TO PROPOSED 2022 BUDGET

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Public Notice

NOTICE OF PUBLIC HEARING ON THE
AMENDED 2021 BUDGETS
AND
NOTICE OF PUBLIC HEARING ON THE
PROPOSED 2022 BUDGETS

North Range Metro Dist. No 4-5 (cla) **
c/o Clifton Larson Allen
8390 E. Crescent Pkwy, #300
Greenwood Village CO 80111

NOTICE IS HEREBY GIVEN that the Board of Directors (the "Boards") of the NORTH RANGE METROPOLITAN DISTRICT NO. 4 and NORTH RANGE METROPOLITAN DISTRICT NO. 5 (the "Districts"), will hold a meeting via teleconference on November 11, 2021 at 1:00 P.M., for the purpose of conducting such business as may come before the Boards including a public hearing on the 2021 Amended Budgets (the "Amended Budgets") and 2022 Proposed Budgets (the "Proposed Budgets"). This meeting can be joined using the following teleconference information:

Description: CCX343 Budget Notice

AFFIDAVIT OF PUBLICATION

https://teams.microsoft.com/Meetup-join/19%3ameeting_ZTViYtc3NzqtNTE5My0DYTViLThiMDUlnzq1YzMrNTJiYic%40hread.v2/0?context=%7b%22id%22%3a%224aaa488e-93ba-4ee3-nb9f-6a247aa3ade0%22%2c%22cid%22%3a%2278e91a46-bdccc-4fe5-980c-8ff3dccc0755%22%7d

State of Colorado }
County of Adams } ss

Or call in (audio only)
+1 720-547-6281, 920481651#
United States, Denver
Phone Conference ID: 920 481 651#

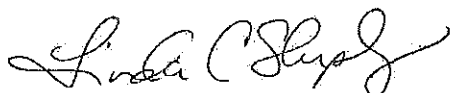
This Affidavit of Publication for the Commerce City Sentinel Express, a weekly newspaper, printed and published for the County of Adams, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 11/2/2021, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.

NOTICE IS FURTHER GIVEN that the Amended Budgets and Proposed Budgets have been submitted to the Districts. A copy of the Amended Budgets and the Proposed Budgets are on file in the office of the District's Accountant, CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado where the same are open for public inspection.

Any interested elector of the Districts may file any objections to the Amended Budgets and Proposed Budgets at any time prior to final adoption of the Amended Budgets and Proposed Budgets by the Boards. This meeting is open to the public and the agenda for any meeting may be obtained by calling (303) 858-1800.

BY ORDER OF THE BOARD OF DIRECTORS:
NORTH RANGE METROPOLITAN DISTRICT
NOS 4 & 5
/s/ WHITE BEAR ANKELE TANAKA
& WALDRON, Attorneys at Law

Legal Notice No. CCX343
First Publication: November 2, 2021
Last Publication: November 2, 2021
Publisher: Commerce City Sentinel Express



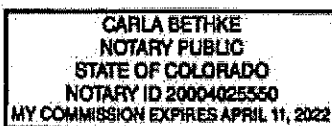
For the Commerce City Sentinel Express

State of Colorado }
County of Adams } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 11/2/2021. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-449405

Carla Bethke
Notary Public
My commission ends April 11, 2022



A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE DISTRICT FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022 AND ENDING ON THE LAST DAY OF DECEMBER 2022.

WHEREAS, the Board has authorized its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 11, 2021, interested electors were given the opportunity to file or present any objections to said proposed budget at any time prior to final adoption of the budget by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2022. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2022 budget year, there is hereby levied a tax of 24.320 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000

mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2022 budget year, there is hereby levied a tax of 63.986 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of Adams County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 7. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 8. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 9. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

[Remainder of page intentionally left blank.]

ADOPTED THIS 11th DAY OF NOVEMBER, 2021.

NORTH RANGE METROPOLITAN DISTRICT NO. 4

DocuSigned by:

Tim Roberts

1C278B48EG6D41E...

Officer of the District

ATTEST:

DocuSigned by:

Teresa Kerskusnik

1E26899D1599464...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:

Kristen Bear

1D49665F0E7344B...

General Counsel to the District

STATE OF COLORADO
COUNTY OF ADAMS
NORTH RANGE METROPOLITAN DISTRICT NO. 4

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held on November 11, 2021, via teleconference as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 11th of November, 2021.

DocuSigned by:

Teresa Kerskusnik

1E26899D1599464...

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

NORTH RANGE METROPOLITAN DISTRICT NO. 4
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2022

**NORTH RANGE METROPOLITAN DISTRICT NO. 4
SUMMARY
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/18/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 1,275	\$ 1,284	\$ 100
REVENUES			
Property taxes	505	464	26,129
Specific ownership taxes	37	33	1,829
Interest Income	10	1	1
Other income	-	-	60
Total revenues	<u>552</u>	<u>498</u>	<u>28,019</u>
Total funds available	<u>1,827</u>	<u>1,782</u>	<u>28,119</u>
EXPENDITURES			
General Fund	149	424	7,511
Debt Service Fund	394	1,258	20,308
Total expenditures	<u>543</u>	<u>1,682</u>	<u>27,819</u>
Total expenditures and transfers out requiring appropriation	<u>543</u>	<u>1,682</u>	<u>27,819</u>
ENDING FUND BALANCES	<u>\$ 1,284</u>	<u>\$ 100</u>	<u>\$ 300</u>
EMERGENCY RESERVE	<u>\$ 100</u>	<u>\$ 100</u>	<u>\$ 300</u>
TOTAL RESERVE	<u>\$ 100</u>	<u>\$ 100</u>	<u>\$ 300</u>

NORTH RANGE METROPOLITAN DISTRICT NO. 4
PROPERTY TAX SUMMARY INFORMATION
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

1/18/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
ASSESSED VALUATION			
Agricultural	\$ 10	\$ 10	\$ 10
State assessed	60	1,620	14,640
Personal property	5,650	3,630	281,240
Certified Assessed Value	\$ 5,720	\$ 5,260	\$ 295,890
MILL LEVY			
General	24.320	24.320	24.320
Debt Service	63.985	63.986	63.986
Total mill levy	88.305	88.306	88.306
PROPERTY TAXES			
General	\$ 139	\$ 128	\$ 7,196
Debt Service	366	336	18,933
Levied property taxes	505	464	26,129
Adjustments to actual/rounding	-	-	-
Budgeted property taxes	\$ 505	\$ 464	\$ 26,129
BUDGETED PROPERTY TAXES			
General	\$ 139	\$ 128	\$ 7,196
Debt Service	366	336	18,933
	\$ 505	\$ 464	\$ 26,129

**NORTH RANGE METROPOLITAN DISTRICT NO. 4
GENERAL FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/18/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 376	\$ 386	\$ 100
REVENUES			
Property taxes	139	128	7,196
Specific ownership taxes	10	9	504
Interest income	10	1	1
Other income	-	-	10
Total revenues	<u>159</u>	<u>138</u>	<u>7,711</u>
Total funds available	<u>535</u>	<u>524</u>	<u>7,811</u>
EXPENDITURES			
General and administrative			
Transfer to Reunion	147	422	7,393
County Treasurer's fees	2	2	108
Contingency	-	-	10
Total expenditures	<u>149</u>	<u>424</u>	<u>7,511</u>
Total expenditures and transfers out requiring appropriation	<u>149</u>	<u>424</u>	<u>7,511</u>
ENDING FUND BALANCE	<u>\$ 386</u>	<u>\$ 100</u>	<u>\$ 300</u>
EMERGENCY RESERVE	<u>\$ 100</u>	<u>\$ 100</u>	<u>\$ 300</u>
TOTAL RESERVE	<u>\$ 100</u>	<u>\$ 100</u>	<u>\$ 300</u>

**NORTH RANGE METROPOLITAN DISTRICT NO. 4
DEBT SERVICE FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/18/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 899	\$ 898	\$ -
REVENUES			
Property taxes	366	336	18,933
Specific ownership taxes	27	24	1,325
Other income	-	-	50
Total revenues	<u>393</u>	<u>360</u>	<u>20,308</u>
Total funds available	<u>1,292</u>	<u>1,258</u>	<u>20,308</u>
EXPENDITURES			
General and administrative			
MLEPA payment to Reunion	388	1,253	19,974
County Treasurer's fees	6	5	284
Contingency	-	-	50
Total expenditures	<u>394</u>	<u>1,258</u>	<u>20,308</u>
Total expenditures and transfers out requiring appropriation	<u>394</u>	<u>1,258</u>	<u>20,308</u>
ENDING FUND BALANCE	<u>\$ 898</u>	<u>\$ -</u>	<u>\$ -</u>

**NORTH RANGE METROPOLITAN DISTRICT NO. 4
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

North Range Metropolitan District No.4 (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 on December 27, 2000, 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 Nos. 1, 2, 3, and 5 (collectively "NRMD's"), and the Reunion Metropolitan District ("Reunion"). Reunion 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 Reunion 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 Reunion.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting and 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.

Revenue

Property Taxes

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

The calculation of the taxes levied is displayed on the Property Tax Summary page of the Budget at the adopted total mill levy.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7% of the property taxes collected by the General Fund and the Debt Service Fund.

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately .10%.

**NORTH RANGE METROPOLITAN DISTRICT NO. 4
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

Intergovernmental Expenditure - Operations

Pursuant to intergovernmental agreements, the District will remit revenues to Reunion in order to pay the Districts operational cost which may include legal, management, accounting, insurance, and meeting expenses.

MLEPA payment to Reunion

On June 3, 2016, and as amended on May 1, 2017, the District entered into a Mill Levy Equalization and Pledge Agreement (MLEPA) with Reunion, District No. 1, District No. 2, and District No. 3 (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 obligations 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.

The District has levied the required operations and debt services mill levies under the MLEPA and will transfer Surplus Debt Mill Levy Revenues to Reunion.

Debt and Leases

The District has neither outstanding debt nor any capital or operating leases.

Reserves

Emergency Reserve

The District has provided for an Emergency Reserve equal to at least 3% of fiscal year spending, as defined under TABOR.

This information is an integral part of the accompanying budget.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of Adams County, Colorado.

On behalf of the North Range Metropolitan District No. 4,
(taxing entity)^A

the Board of Directors
(governing body)^B

of the North Range Metropolitan District No. 4
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 295,890 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 295,890 (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: 12/10/2021 for budget/fiscal year 2022.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

<u>PURPOSE</u> (see end notes for definitions and examples)	<u>LEVY</u> ²	<u>REVENUE</u> ²
1. General Operating Expenses ^H	<u>24.320</u> mills	<u>\$7,196</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	<u>< ></u> mills	<u>\$ < ></u>
SUBTOTAL FOR GENERAL OPERATING:	<u>24.320</u> mills	<u>\$ 7,196</u>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	<u>63.986</u> mills	<u>\$ 18,933</u>
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
_____	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<u>88.306</u> mills	<u>\$26,129</u>

Contact person: Shelby Clymer Daytime phone: (303) 779-5710
(print)
Signed: *Shelby Clymer* Title: Accountant for District

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.).

Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____

2. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: Debt repayment
Title: Mill Levy Equalization and Pledge Agreement
Date: June 3, 2016
Principal Amount: n/a
Maturity Date: n/a
Levy: 63.986
Revenue: \$18,933

4. Purpose of Contract: _____
Title: _____
Date: _____
Principal Amount: _____
Maturity Date: _____
Levy: _____
Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

EXHIBIT J-7
(Budget)

LETTER OF BUDGET TRANSMITTAL

Date: January 25, 2022

To: Division of Local Government
1313 Sherman Street, Room 521
Denver, Colorado 80203

Attached are the 2022 budget and budget message for the NORTH RANGE METROPOLITAN DISTRICT NO. 5 Adams County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 11, 2021. If there are any questions on the budget, please contact:

CliftonLarsonAllen LLP
Attn: Matthew Urkoski, District Manager
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Telephone number: 303-779-5710
Matt.urkoski@claconnect.com

I, Matthew Urkoski, District Manager of the North Range Metropolitan District No. 5 hereby certify that the attached is a true and correct copy of the 2022 budget.

By: 

Matthew Urkoski, District Manager

RESOLUTION
ADOPTING BUDGET, IMPOSING MILL LEVY AND APPROPRIATING FUNDS

(2022)

The Board of Directors of the North Range Metropolitan District No. 5 (the “**Board**”), City of Commerce City, County of Adams, Colorado (the “**District**”) held a special meeting held via teleconference on November 11, 2021, at the hour of 1:00 P.M.

Prior to the meeting, each of the directors was notified of the date, time and place of the budget meeting and the purpose for which it was called and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

[Remainder of Page Intentionally Left Blank.]

NOTICE AS TO PROPOSED 2022 BUDGET

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

North Range Metro Dist. No 4-5 (cla) **
c/o Clifton Larson Allen
8390 E. Crescent Pkwy, #300
Greenwood Village CO 80111

Description: CCX343 Budget Notice

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Adams } ss

This Affidavit of Publication for the Commerce City Sentinel Express, a weekly newspaper, printed and published for the County of Adams, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 11/2/2021, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



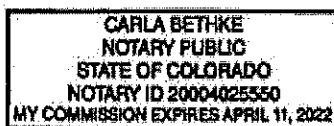
For the Commerce City Sentinel Express

State of Colorado }
County of Adams } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 11/2/2021. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-449405

Carla Bethke
Notary Public
My commission ends April 11, 2022



Public Notice

NOTICE OF PUBLIC HEARING ON THE AMENDED 2021 BUDGETS AND NOTICE OF PUBLIC HEARING ON THE PROPOSED 2022 BUDGETS

NOTICE IS HEREBY GIVEN that the Board of Directors (the "Boards") of the NORTH RANGE METROPOLITAN DISTRICT NO. 4 and NORTH RANGE METROPOLITAN DISTRICT NO. 5 (the "Districts"), will hold a meeting via teleconference on November 11, 2021 at 1:00 P.M., for the purpose of conducting such business as may come before the Boards including a public hearing on the 2021 Amended Budgets (the "Amended Budgets") and 2022 Proposed Budgets (the "Proposed Budgets"). This meeting can be joined using the following teleconference information:

https://teams.microsoft.com/join/19%3ameeting_ZTViYtc3NzgtNTE5My0DYTVlThiMDUlnZq1YzMrNTJiYic%40hread.v2/0?context=%7b%22id%22%3a%224aaa488e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22cid%22%3a%2278e91a46-bdce-4fe5-980c-8ff3dce70755%22%7d

Or call in (audio only)
+1 720-547-6281, 920481651#
United States, Denver
Phone Conference ID: 920 481 651#

NOTICE IS FURTHER GIVEN that the Amended Budgets and Proposed Budgets have been submitted to the Districts. A copy of the Amended Budgets and the Proposed Budgets are on file in the office of the District's Accountant, CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado where the same are open for public inspection.

Any interested elector of the Districts may file any objections to the Amended Budgets and Proposed Budgets at any time prior to final adoption of the Amended Budgets and Proposed Budgets by the Boards. This meeting is open to the public and the agenda for any meeting may be obtained by calling (303) 858-1800.

BY ORDER OF THE BOARD OF DIRECTORS:
NORTH RANGE METROPOLITAN DISTRICT NOS 4 & 5
/s/ WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law

Legal Notice No. CCX343
First Publication: November 2, 2021
Last Publication: November 2, 2021
Publisher: Commerce City Sentinel Express

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE DISTRICT FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022 AND ENDING ON THE LAST DAY OF DECEMBER 2022.

WHEREAS, the Board has authorized its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 11, 2021, interested electors were given the opportunity to file or present any objections to said proposed budget at any time prior to final adoption of the budget by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2022. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2022 budget year, there is hereby levied a tax of 88.305 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000

mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of Adams County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 7. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 8. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 9. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

[Remainder of page intentionally left blank.]

ADOPTED THIS 11th DAY OF NOVEMBER, 2021.

NORTH RANGE METROPOLITAN DISTRICT NO. 5

DocuSigned by:
Tim Roberts
1C278D48EC6D41E...

Officer of the District

ATTEST:

DocuSigned by:
Teresa Kershisnik
1E26899D1599464...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Kristen Bear
1D49665F0E7344B...

General Counsel to the District

STATE OF COLORADO
COUNTY OF ADAMS
NORTH RANGE METROPOLITAN DISTRICT NO. 5

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held on November 11, 2021, via teleconference as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 11th of November, 2021.

DocuSigned by:
Teresa Kershisnik
1E26899D1599464...

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

NORTH RANGE METROPOLITAN DISTRICT NO. 5
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2022

**NORTH RANGE METROPOLITAN DISTRICT NO. 5
SUMMARY
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/18/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 11,113	\$ 30,759	\$ 24,117
REVENUES			
Property taxes	35,164	144	25,860
Specific ownership tax	2,581	3,000	1,810
Interest income	149	20	16
Developer advance	-	-	873,000
Total revenues	<u>37,894</u>	<u>3,165</u>	<u>900,686</u>
Total funds available	<u>49,007</u>	<u>33,924</u>	<u>924,803</u>
EXPENDITURES			
General Fund	18,248	9,807	43,000
Capital Projects Fund	-	-	873,000
Total expenditures	<u>18,248</u>	<u>9,807</u>	<u>916,000</u>
Total expenditures and transfers out requiring appropriation	<u>18,248</u>	<u>9,807</u>	<u>916,000</u>
ENDING FUND BALANCES	<u>\$ 30,759</u>	<u>\$ 24,117</u>	<u>\$ 8,803</u>
EMERGENCY RESERVE	<u>\$ 1,200</u>	<u>\$ 100</u>	<u>\$ 900</u>
TOTAL RESERVE	<u>\$ 1,200</u>	<u>\$ 100</u>	<u>\$ 900</u>

NORTH RANGE METROPOLITAN DISTRICT NO. 5
PROPERTY TAX SUMMARY INFORMATION
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

1/18/22

ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
----------------	-------------------	----------------

ASSESSED VALUATION

Agricultural	\$ 10	\$ 10	\$ 10
State assessed	3,490	80	14,640
Personal property	394,710	1,540	278,200
Certified Assessed Value	\$ 398,210	\$ 1,630	\$ 292,850

MILL LEVY

General	88.305	88.305	88.305
Total mill levy	88.305	88.305	88.305

PROPERTY TAXES

General	\$ 35,164	\$ 144	\$ 25,860
Levied property taxes	35,164	144	25,860
Adjustments to actual/rounding	-	-	-
Budgeted property taxes	\$ 35,164	\$ 144	\$ 25,860

BUDGETED PROPERTY TAXES

General	\$ 35,164	\$ 144	\$ 25,860
	\$ 35,164	\$ 144	\$ 25,860

**NORTH RANGE METROPOLITAN DISTRICT NO. 5
GENERAL FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/18/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 11,113	\$ 30,759	\$ 24,117
REVENUES			
Property taxes	35,164	144	25,860
Specific ownership tax	2,581	3,000	1,810
Interest income	149	20	16
Other income	-	1	-
Total revenues	37,894	3,165	27,686
Total funds available	49,007	33,924	51,803
EXPENDITURES			
General and administrative			
Accounting	6,580	5,500	15,000
County Treasurer's fees	527	2	388
District management	-	500	2,500
Dues and memberships	285	285	500
Election	3,839	-	3,000
Insurance	3,215	3,020	4,200
Legal	3,802	500	15,000
Contingency	-	-	2,412
Total expenditures	18,248	9,807	43,000
Total expenditures and transfers out requiring appropriation	18,248	9,807	43,000
ENDING FUND BALANCE	\$ 30,759	\$ 24,117	\$ 8,803
EMERGENCY RESERVE	\$ 1,200	\$ 100	\$ 900

**NORTH RANGE METROPOLITAN DISTRICT NO. 5
CAPITAL PROJECTS FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/18/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUES			
Developer Advance	-	-	873,000
Total revenues	<u>-</u>	<u>-</u>	<u>873,000</u>
Total funds available	<u>-</u>	<u>-</u>	<u>873,000</u>
EXPENDITURES			
Grading	-	-	16,000
Storm/Drainage	-	-	165,000
Engineering	-	-	15,000
Capital Outlay	-	-	647,000
Contingency	-	-	30,000
Total expenditures	<u>-</u>	<u>-</u>	<u>873,000</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>-</u>	<u>873,000</u>
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**NORTH RANGE METROPOLITAN DISTRICT NO. 5
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

North Range Metropolitan District No. 5 (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 on December 27, 2000, 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, and 4 (collectively "NRMD's"), and the Reunion Metropolitan District ("Reunion"). 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 Reunion 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 Reunion.

The District has no employees and all administrative functions are contracted.

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.

Revenue

Property Taxes

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

The calculation of the taxes levied is displayed on the Property Tax Summary page of the Budget at the adopted total mill levy.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7% of the property taxes collected by the General Fund.

**NORTH RANGE METROPOLITAN DISTRICT NO. 5
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenue – (continued)

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately .10%.

Developer Advances

The District is in the development stage. As such, the operating and administrative expenditures will be mainly funded by the Developer. A major portion of the capital expenditures are also expected to be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

Expenditures

Administrative

Administrative expenditures include the services necessary to maintain the administrative viability such as accounting, legal, insurance, dues and other administrative services of the District.

Capital Outlay

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

Debt and Leases

The following is an analysis of anticipated changes in the District's long-term obligations, for the years ending December 31, 2021 and 2022.

	Balance - December 31, 2020	Additions	Retirement of Long-Term Obligations	Balance - December 31, 2021
Developer Advances - Operating	115,137	-	-	115,137
Developer Advances - Capital	-	-	-	-
Accrued Interest:				
Developer Advances - Operating	3,127	1,721	-	4,848
Total	<u>\$ 118,264</u>	<u>\$ 1,721</u>	<u>\$ -</u>	<u>\$ 119,985</u>
	Balance - December 31, 2021	Additions	Retirement of Long-Term Obligations	Balance - December 31, 2022
Developer Advances - Operating	115,137	-	-	115,137
Developer Advances - Capital	-	873,000	-	873,000
Accrued Interest:				
Developer Advances - Operating	4,848	-	-	4,848
Total	<u>\$ 119,985</u>	<u>\$ 873,000</u>	<u>\$ -</u>	<u>\$ 992,985</u>

**NORTH RANGE METROPOLITAN DISTRICT NO. 5
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

Emergency Reserve

The District has provided for an Emergency Reserve equal to at least 3% of fiscal year spending, as defined under TABOR.

This information is an integral part of the accompanying budget.

CERTIFICATION OF TAX LEVIES¹ for NON-SCHOOL Governments

TO: County Commissioners¹ of Adams County, Colorado.

On behalf of the North Range Metropolitan District No. 5,
(taxing entity)^A

the Board of Directors
(governing body)^B


of the North Range Metropolitan District No. 5
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 292,850 assessed valuation of:
(GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 292,850
(NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: 12/02/2021 for budget/fiscal year 2022.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

<u>PURPOSE</u> (see end notes for definitions and examples)	<u>LEVY²</u>	<u>REVENUE²</u>
1. General Operating Expenses ^H	<u>88.305</u> mills	\$ <u>25,860</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	88.305 mills	\$ 25,860
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	88.305 mills	\$ 25,860

Contact person: Shelby Clymer Daytime phone: (303) 779-5710
(print)
Signed:  Title: Accountant for the District

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

- 1. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____

- 2. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____

CONTRACTS^K:

- 3. Purpose of Contract: _____
Title: _____
Date: _____
Principal Amount: _____
Maturity Date: _____
Levy: _____
Revenue: _____

- 4. Purpose of Contract: _____
Title: _____
Date: _____
Principal Amount: _____
Maturity Date: _____
Levy: _____
Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

EXHIBIT K
(Public Improvements)

CONSTRUCTION STATUS UPDATE
FOR
REUNION METROPOLITAN DISTRICT
July 11, 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: May 2022 through July 2022

REUNION UNDERDRAIN

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:

- 57% overall completion.
- Phases 1A & 1B are complete. Currently working on remaining phases. A \$161,147 Amendment to the Funding Agreement was approved by the Board in 02/2022.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$1,477,072.48	\$209,613.09	\$13,920.00	\$1,700,605.57	\$961,041.82	\$73,853.62

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

Construction Summary:

- 65% overall completion.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$2,557,350.00	\$142,571.17	\$0	\$2,699,921.17	\$1,736,640.05	\$127,867.00

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

Construction Summary:

- 50% overall completion.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$1,586,999.70	\$(74,660.49)	\$0	\$1,512,339.21	\$795,444.35	\$79,350

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

Construction Summary:

- 100% overall completion. Initial acceptance walk with City is complete, walk with SACWSD will be scheduled soon.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$2,218,044.05	\$10,786.90	\$5,013.06	\$2,233,844.01	\$2,109,420.26	\$221,804.00

112TH AVENUE LANDSCAPE (BRIGHTVIEW)

Construction Summary:

- 100% overall completion. Project in warranty/maintenance period 6/4/2021-6/4/2022. HEI is currently working on PL items for final acceptance.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$432,606.49	\$126,396.53	\$290.00	\$559,003.02	\$556,261.36	\$37,500.00

112TH AVENUE (HEI)

Construction Summary:

- 100% overall completion. City final acceptance was granted on 5/23/22. Project is in SACWSD warranty period 12/08/2020-12/08/2022.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$8,238,168.45	\$211,014.20	\$0	\$8,449,182.65	\$8,449,182.65	\$472,547.41

WALDEN/104TH 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**100TH 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. Restoration was accepted on 7/8/22.

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 July 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

EXHIBIT L-1
(Assessed Value)

CERTIFICATION OF VALUATION BY ADAMS COUNTY ASSESSOR

287

Name of Jurisdiction: **185 - REUNION METRO DISTRICT**

IN ADAMS COUNTY ON 11/30/2021

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2021 IN ADAMS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$1,650
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$299,310
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$299,310
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$0.00

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2021 IN ADAMS COUNTY, COLORADO ON AUGUST 25, 2021

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$51,525
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$0
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->	\$0
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NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2021

IN ACCORDANCE WITH 39-5-128(1.5) C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.	

EXHIBIT L-2
(Assessed Value)

CERTIFICATION OF VALUATION BY ADAMS COUNTY ASSESSOR

289

Name of Jurisdiction: **186 - NORTH RANGE METRO DIST #1**

IN ADAMS COUNTY ON 11/30/2021

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2021 IN ADAMS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$66,826,490
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$70,014,230
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$70,014,230
5. NEW CONSTRUCTION: **	\$103,150
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$10,558.65

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2021 IN ADAMS COUNTY, COLORADO ON AUGUST 25, 2021

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$885,047,448
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$1,442,703
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
<small>(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)</small>	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->	\$0
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NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2021

IN ACCORDANCE WITH 39-5-128(1.5) C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	\$42,490
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** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.

EXHIBIT L-3
(Assessed Value)

CERTIFICATION OF VALUATION BY ADAMS COUNTY ASSESSOR

291

Name of Jurisdiction: **214 - NORTH RANGE METRO #1SUBDISTRICT**

IN ADAMS COUNTY ON 11/30/2021

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2021 IN ADAMS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$4,974,690
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$5,271,620
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$5,271,620
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$6.29

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2021 IN ADAMS COUNTY, COLORADO ON AUGUST 25, 2021

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$72,809,089
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$0
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->	\$0
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NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2021

IN ACCORDANCE WITH 39-5-128(1.5) C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.	

EXHIBIT L-4
(Assessed Value)

CERTIFICATION OF VALUATION BY ADAMS COUNTY ASSESSOR

293

Name of Jurisdiction: **463 - NORTH RANGE METRO NO 1 SUBDISTRICT 2**

IN ADAMS COUNTY ON 11/30/2021

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2021 IN ADAMS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$1,146,950
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$1,356,000
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$1,356,000
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$0.00

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2021 IN ADAMS COUNTY, COLORADO ON AUGUST 25, 2021

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$17,775,893
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$0
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
<small>(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)</small>	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->	\$0
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NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2021

IN ACCORDANCE WITH 39-5-128(1.5) C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	
<small>** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.</small>	

EXHIBIT L-5
(Assessed Value)

CERTIFICATION OF VALUATION BY ADAMS COUNTY ASSESSOR

295

Name of Jurisdiction: **198 - NORTH RANGE METRO DIST #3**

IN ADAMS COUNTY ON 11/30/2021

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2021 IN ADAMS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$437,210
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$8,447,430
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$8,447,430
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$6,405,490
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$7.95

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2021 IN ADAMS COUNTY, COLORADO ON AUGUST 25, 2021

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$26,751,911
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$0
3. ANNEXATIONS/INCLUSIONS:	\$22,088,659
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
<small>(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)</small>	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->	\$0
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NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2021

IN ACCORDANCE WITH 39-5-128(1.5) C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	
<small>** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.</small>	

EXHIBIT L-6
(Assessed Value)

CERTIFICATION OF VALUATION BY ADAMS COUNTY ASSESSOR

297

Name of Jurisdiction: **199 - NORTH RANGE METRO DIST #4**

IN ADAMS COUNTY ON 11/30/2021

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2021 IN ADAMS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$5,260
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$295,890
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$295,890
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$7.95

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2021 IN ADAMS COUNTY, COLORADO ON AUGUST 25, 2021

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$50,487
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$0
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
<small>(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)</small>	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->	\$0
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NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2021

IN ACCORDANCE WITH 39-5-128(1.5) C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	
<small>** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.</small>	

EXHIBIT L-7
(Assessed Value)

CERTIFICATION OF VALUATION BY ADAMS COUNTY ASSESSOR

299

Name of Jurisdiction: **200 - NORTH RANGE METRO DIST #5**

IN ADAMS COUNTY ON 11/30/2021

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2021 IN ADAMS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$1,630
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$292,850
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$292,850
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$7.95

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2021 IN ADAMS COUNTY, COLORADO ON AUGUST 25, 2021

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$50,488
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$0
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->	\$0
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NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2021

IN ACCORDANCE WITH 39-5-128(1.5) C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.	

Administrative Options to Colorado Family and Medical Leave Insurance (FAMLI) Program Mandate

Current Situation

- The Family and Medical Leave Insurance Program (FAMLI) is a State-run family leave program that will begin to be funded by employers on January 1, 2023 and will provide benefits to employees beginning January 1, 2024. The voter-approved law passed in 2020 ensures that Colorado employees will have access to paid leave to care for themselves or their family members during a serious health event or to grow their family.
- Employers with 10 or more employees share responsibility for funding the program with their employees and may split the cost 50/50. The premiums are set to 0.9% of the employee’s wage, with 0.45% paid by the employer and 0.45% paid by the employee.
- Employers that offer their own paid leave program may apply for an exemption. A qualified private plan needs to convey the same or a greater level of benefits for the employee as the FAMLI program. It must cover the same length of time and rate of pay for the employee and be provided at the same or lesser cost to the employee.

The decision to opt in or to opt out of the State insurance program is an assessment of whether the District is best served to provide this mandatory benefit on a self-pay, or rather on an insured basis. Consideration should be based on an analysis of:

- A. Past employee experience (e.g., number of employees in the past who have gone on medical or maternity leave to:
 - To care for their own serious health condition
 - To care for a family member's serious health condition
 - To care for a new child, including adopted and fostered children, during the first year after birth, adoption or placement of the child
 - To make arrangements for a family member's military deployment
 - To take "safe leave," meaning leave because the employee or employee's family member is the victim of domestic violence, stalking, or sexual assault or abuse
- B. Availability of funds to pay these costs directly.
- C. The District may choose to opt-out, and later opt in, meeting the advanced notice requirements to employees.

The Board should discuss and debate, and ultimately vote, on one of the following options below. A helpful Checklist for the decision process appears at the end of this summary.

Options

<p>A. Board Vote to Enroll and Participate in the FAMLI State Insurance Program to Pay for Mandated Benefits</p> <p><u>Financial Impact</u> Estimated additional cost: 0.45% of eligible employee wages, plus administrative costs</p>	<p><u>Pros</u></p> <ul style="list-style-type: none"> • Participating in the State program is the easiest to administer • Employees more likely to see this as the most employee-friendly approach to the mandated benefit <p><u>Cons</u></p> <ul style="list-style-type: none"> • May experience an administrative burden to interact with a State bureaucracy for this new benefit
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<p>B. Board Vote and Opt Out of the FAML I State Insurance Program and Develop a Self-Funded Insurance Vehicle to Pay for Mandated Benefits</p> <p><u>Financial Impact</u> Estimated additional cost: Unknown</p>	<p><u>Pros</u></p> <ul style="list-style-type: none">• Administrative burden may be lessened if the mandated benefit is <i>brought in-house</i> <p><u>Cons</u></p> <ul style="list-style-type: none">• Unknown liability associated with self-insured coverage• Requirement to administer all claims internally
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Employers Council®

Date Published: May 2022

Checklist

Colorado Paid Family and Medical Leave

Summary:

The Family and Medical Leave Insurance Program (FAMLI) is a State-run family leave program that will begin to be funded by employers on January 1, 2023 and will provide benefits to employees beginning January 1, 2024. The voter-approved law passed in 2020 ensures that Colorado employees will have access to paid leave to care for themselves or their family members during a serious health event or to grow their family. FAMLI will start providing benefits on January 1, 2024, when most Colorado employers will need to allow eligible employees to take up to 12 weeks of job-protected leave in a 12-month period for specified family and medical reasons. Those who experience pregnancy or childbirth complications will receive an additional four weeks. This document provides an overview of current FAMLI requirements.

Important Notice:

The information provided herein is general in nature and designed to serve as a guide to understanding. These materials are not to be construed as the rendering of legal or management advice. If the reader has a specific need or problem, the services of a competent professional should be sought to address the particular situation.

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I. What to do before January 1, 2023

- Work with your payroll company to set up contributions to be taken from employees' pay.
 - Employers with nine or fewer employees do not have to contribute to the program but do need to remit their employees' share (0.45%) of premium payments on their behalf each quarter. The employee share is intended to be taken from wages, but the employer also has the option to pay the share as a benefit.
 - Employers with 10 or more employees share responsibility for funding the program with their employees and may split the cost 50/50. The premiums are set to 0.9% of the employee's wage, with 0.45% paid by the employer and 0.45% paid by the employee.
 - Employers with 10 or more employees may also elect to pay the full amount if they choose to offer this as an added benefit for their employees.
 - The upper limit of what an employer may be required to pay for a senior-level or executive employee is capped at the same rate as their Social Security withholding.
 - Submit a quarterly payment schedule similar to UI benefit payments.
 - Employers who offer their own paid leave program may apply for an exemption. A qualified private plan needs to convey the same or a greater level of benefits for the employee as the FAMILI program. It must cover the same length of time and rate of pay for the employee and be provided at the same or lesser cost to the employee.
- Determine how FAMILI will apply to your business.
 - How many people do you employ?
 - What portion of the costs will you cover?
- Estimate your premium liability.
 - Use the calculator on the [FAMILI website](#), or for multiple employees, use the set formula and rate to create a spreadsheet that works for your business needs.
- Consider your plan options.
 - While markets for private plans are not yet available and details on self-insured options are still forthcoming, you should plan conversations with your insurance brokers and financial planners.
- Update your HR handbooks and communicate with your employees.
 - Beginning in fall 2022, you will want to begin incorporating language into employee handbooks regarding premium deductions.
 - Consider how this paid time off benefit will coordinate with other leaves (including FMLA) and time-off policies.



- Employers Council can review your handbook. (Consulting and Enterprise members)
- Beginning in fall 2023, you will want to adopt clear guidance and communications to employees around FAMLI benefits.
- Register with the FAMLI Division.
 - Set up your account and notify the FAMLI Division about your private plan, if applicable. Expect forthcoming information about how to complete this process.
- Be ready to collect premiums.
 - If you use a payroll company or if you process payroll yourself, you will need a plan to have the FAMLI premiums deducted and submitted to CDLE beginning January 1, 2023.

What to Do Before Fall of 2022 for Public Employers

- Decide whether to opt out of FAMLI and take an affirmative vote.
- Choices are:
 - Participate in FAMLI. This option means the local government agency agrees to pay the employer share of the premium (0.45% of wages if the local government has 10 or more employees, and 0% of wages if the local government has fewer than 10 employees) and remit employees' share of the premium (0.45% of wages) along with wage data to the FAMLI Division once a quarter.
 - Decline participation in FAMLI. In order to decline participation in the FAMLI program, the local government's governing body must vote to do so. The local government must then notify the FAMLI Division of their vote to decline participation. The decision to decline is good for eight years from the date of the vote to decline participation. The local government must hold another vote if it wishes to continue opting out beyond eight years.
 - Decline employer participation in FAMLI. This option allows a local government agency to decline participation as described above, while allowing the agency to assist employees who want to individually participate in the FAMLI program by facilitating voluntary payroll deductions, with remittance of the employee share of the premium (0.45% of wages) and wage data once a quarter to the FAMLI Division.
- Notify FAMLI Division of choice whether to opt in by Jan 1, 2023.
 - Local governments can vote to opt out of FAMLI at any time during 2022, and local governments are not required to give the FAMLI Division notice of their decision to opt out by January 1, 2023. However, local governments that do not notify the FAMLI Division of a vote to opt out by January 1, 2023 will be identified as participants in the FAMLI program. The FAMLI Division will expect



both wage data and premium payments due on April 1, 2023. **To avoid paying premiums, they must notify the Division ahead of January 1, 2023.**

Reasons for Leave

- A serious health condition is defined as illness, injury, impairment, pregnancy, recovery from childbirth, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential care facility, or continuing treatment by a health care provider.
- FMLI leave is different from paid sick days and will require documentation of need before the benefit is approved by the FMLI Division.
- When can a covered individual use FMLI Leave?
 - Their own serious health condition
 - Serious health condition of a family member
 - Care for a new child (birth, foster placement, adoption, caring for a child within the first year of birth)
 - To make arrangements for military deployments
 - Immediate safety needs and impact of domestic violence/sexual assault

Wages Paid Under Leave

- While an employee is on leave, employers are not responsible for paying wages at that time. Because of this, you may have access to vacancy savings to spend as needed.
 - Should you contract with a temporary worker to supplement your staffing needs?
- Your employee will only be receiving a portion of their paycheck dependent on their average weekly wage and not the full amount. The benefit is capped at \$1,100.00 a week. Employees are not required to use earned paid time off (PTO) before taking leave under the FMLI program.
 - Will you allow employees to use their accrued PTO to “top off” or cover the remaining balance of their typical weekly wage to “make whole” their take-home pay while on leave?
- As the employer, you are not responsible for the salary or wages while someone is on leave. However, you are required to continue any portion of employee health care, retirement, or other benefits you normally cover.
 - Will you choose to require the employee to continue to pay their share of their contribution to these benefits while they are on leave?



Amount and Type of Leave

- The FAMLI benefit can only be taken once a year across a rolling annual calendar year. For example, if an employee takes paternity leave on February 11, 2024 for the full 12 weeks, they would not be eligible for any other FAMLI leave period covered until February 11, 2025.
 - Intermittent leave or reduced leave schedule?
- Depending on the reason and need for leave, the leave period may be up to 12 weeks. For people experiencing pregnancy and childbirth complications, this may be extended an additional four weeks, for a total of 16 weeks.
 - How long will the leave be granted?
- Most Colorado employees become eligible to take paid leave after they have earned at least \$2,500 in wages within the State within the last four calendar quarters.
 - Employee eligible?
 - After an employee has worked at your business for 180 days, their leave through the FAMLI program is a “job-protected” leave similar to the federal FMLA.
 - Eligibility and access to the FAMLI program are not limited by the age of the employee and include both seasonal employees and people who work for multiple employers. The “look back” or determination period to establish eligibility is four quarters with an alternate fifth, and the wage amount may be accrued across multiple employers. This will be determined by the FAMLI Division.

Interaction With other Laws

The FAMLI program was designed to be able to run concurrently with the FMLA. For more information, see U.S. Department of Labor Office of Wage and Hour [Opinion Letter FMLA-2019-1-A](#).

- Have they used their HFWA leave?
- An employee is permitted to apply for and access FAMLI leave before or after they have used their earned paid time off.
- Wages will remain taxable in Colorado. Premiums and benefit payments are exempt from state taxes. The federal IRS has yet to issue guidance regarding federal tax treatment of premiums and benefits from state PFML programs. We anticipate the Division will be able to issue 1099 tax forms.
- Will this affect out-of-state employers that have an office in Colorado?
 - Yes. Similar to the mechanism under unemployment insurance, where an employee is “localized” to the State of Colorado and their out-of-state employer

would pay into Colorado's Unemployment Insurance, the FAMLI program follows the same model. This best practice has also been adopted by other states with paid family medical leave programs.

Request for Leave

- Employers will be notified when an employee applies for FAMLI benefits and will be given the opportunity to provide information to the Division.

Posting

- Employers must post a legible copy of the Department of Labor's fact sheet "Colorado Family and Medical Leave Insurance" (FAMLI).
- Post in a prominent place at each worksite.
- The poster is [available](#) on the CDLE website.

Recordkeeping

- Keep all employee wage records up to date. The FAMLI Division uses an employer's wage records to determine the benefit an employee receives, so employers are reminded and encouraged to maintain wage records as usual and understand that those records may be requested by the Division either by letter or subpoena.

If the Reunion Board Votes to Opt-Out of FAML I

The Local Government's governing body must vote to decline all participation

» **The Local Government must register in the FAML I system to notify the FAML I Division of their vote to decline participation.**

» **Local Governments who vote to decline participation in the FAML I program are not required to have an equivalent paid leave plan in place.**

» Employees of Local Governments that vote to opt out of the program, still have the option of participating if they so choose.

» Employees who voluntarily choose to participate will need to report their own wages and remit their own premium payments. These employees would only be required to pay the 0.45% of the employee premium.

» These employees would self-elect coverage in the same manner and form a self-employed person would via the online FAML I system.

» The individual employee will create their own account and will be responsible for self-reporting their wage data and remitting a quarterly premium into the system.

» Upon voluntarily opting into the program, these individuals are required to commit to participate for at least three years to avoid opting in only when leave is foreseeable.

» There is no enrollment period. These employees can opt in at any point.

This option allows a Local Government to decline its responsibility to pay the employer share of the premium but still assist its employees who want to individually participate in FAML I.

» The Local Government's governing body must still vote to opt out of paying the employer premium, but the Local Government would facilitate an employee's voluntary payroll deductions and remit the employee's share of the premium (0.45% of wages) and corresponding wage data once a quarter to the FAML I Division.

» This allows employees to voluntarily opt into the program without having to worry about the administrative burden of remitting their own premiums and wage data every quarter.

» Employees who choose to opt in after their Local Government opts out, will not be covered by the job protection benefit of the FAML I program.

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1. Determine your Local Government's participation in FAML I
 - a. Local Governments can hold their initial vote to opt out anytime during 2022
2. Register with the FAML I system (Q4 2022)
3. Notify FAML I of your Local Government's decision
 - a. One notice must be delivered individually to employees after a declination vote, and one must be posted (with other labor notices etc.). The written individual notices may be emails, or employee policies published in a handbook.
 - b. Local Governments must display the notice containing the required information in a conspicuous and accessible place in each establishment where employees are employed

Voting Timelines



Key Dates to Consider

- » Local governments must notify employees of their decision on FAML I participation within **30 days** after the deciding vote.
- » **180 days** notice must be given to employees before any change regarding access to FAML I benefits is effective. This gives workers time to make arrangements and self-select coverage.
- » Local governments which choose to fully participate in FAML I after previously voting to decline participation must remain in the program and agree to pay premiums for a **minimum of three years**.
- » Individuals who self-elect coverage, must remain in the program and agree to pay premiums for a **minimum of three years**.
- » If the local government chooses to decline to fully participate in the FAML I program, the decision must be revisited **every eight years** at a minimum.
- » If a local government wishes to withdraw from the program at the end of the three-year period, the FAML I Division requires a **minimum of 90 days** notice, so we can change systems to avoid overpayments and miscommunication.

Please refer to 7 CCR 1107-2 for additional information.



Reunion Metropolitan District
17910 East Parkside Drive North
Commerce City, Colorado 80022
303-288-5431 Telephone
303-288-7597 Fax

Parks and Irrigation Manager Report

November 15, 2022

Landscape:

- Filing 34A, 35 and 112th Ave project have finished the warranty period. Filing 37 phase 1 and 2 as well as Reunion Ridge Carriage phase 1, and Filing 36 phase 1 have started the 1-year warranty period.

- All projects are completed for 2022
 1. Phase 2 of the 4-year mulch project. See Attached map of areas. We did the yellow area this season and the blue will be done in 2023
 2. The Multi-purpose field and South lawn Park were aerated and top dressed with organic material, as well as over-seeded.

- Fall application of fertilizer is complete.

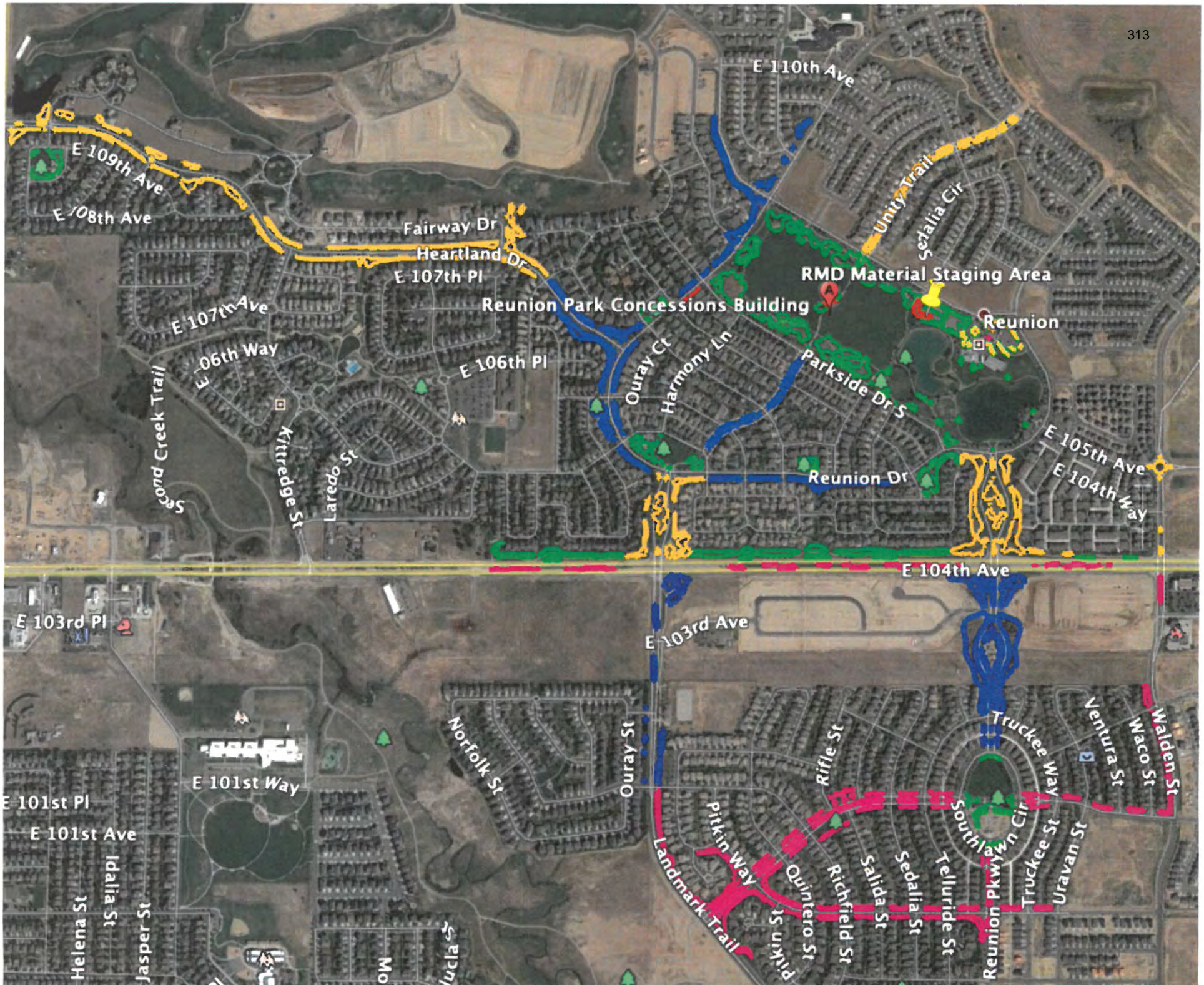
- Tree pruning is ongoing.

- We will start hanging holiday lights throughout the community, the in the next couple of weeks.

Irrigation:

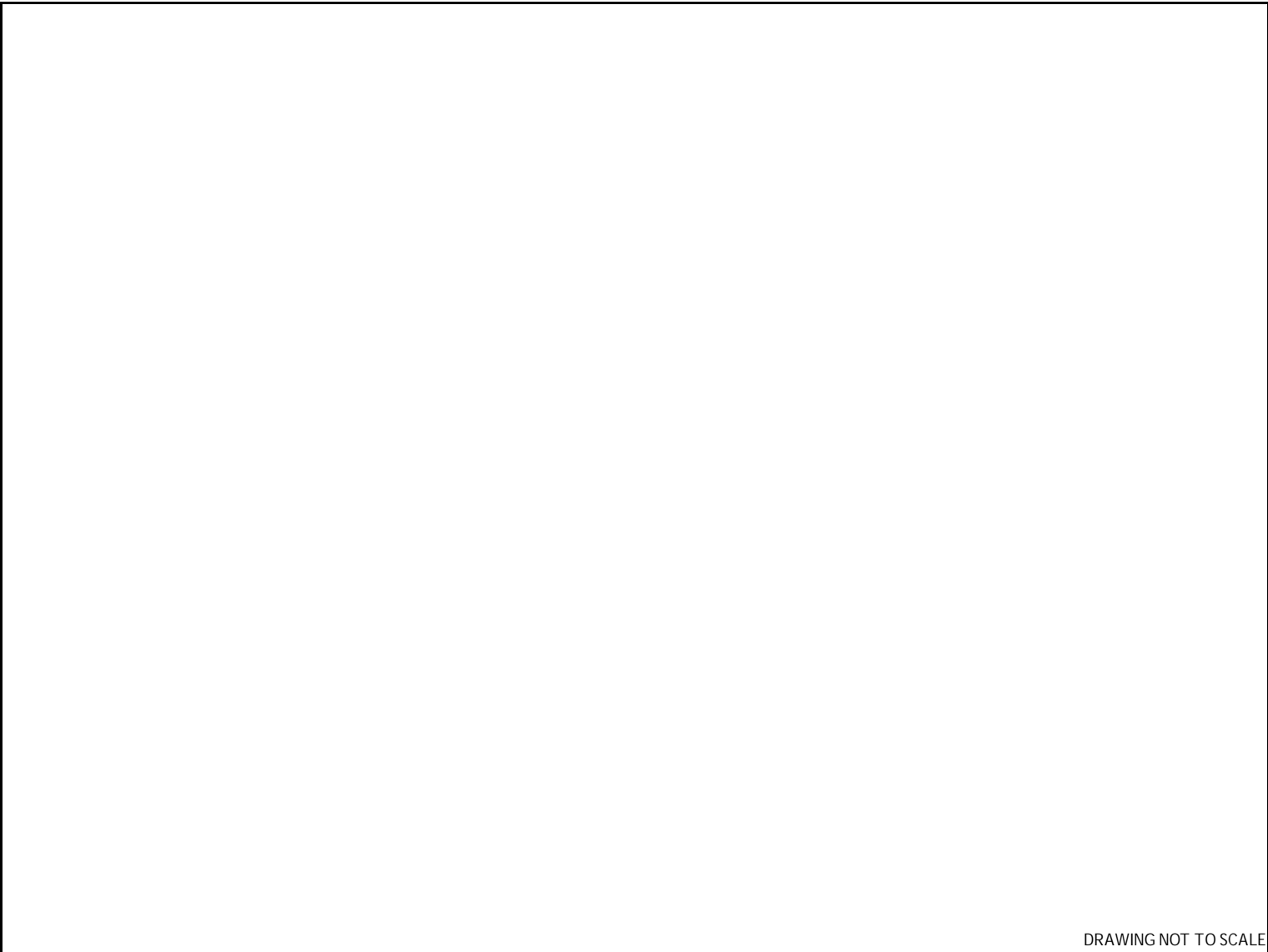
- Winter watering of trees began the last week of November.

- We are currently winterizing the irrigation system, which should be completed at the end of November or early December.



LAYOUT

DATE: November 7, 2022



DRAWING NOT TO SCALE

TERMS & CONDITIONS

IF PAYING BY CREDIT CARD 2.5% CONVENIENCE FEE WILL BE APPLIED Initials _____

Payment to be made as follows: 50% DEPOSIT at acceptance of proposal. Balance Due Upon Completion. The buyer agrees that if the balance is not paid when due, the principle amount shall bear interest at the rate of 2% per month, and the buyer shall pay all collection costs including reasonable attorney's fees. Initials _____

Landscape cleanup will be added to invoice if installed after bid date. If site conditions change after estimate is provided, thus requiring additional scope of work, additional charges will apply, work may be delayed until written approval of charges is received. All fences will be constructed following the grade unless otherwise stated and approved by the customer. The top of the fence will flow evenly and there may be gaps at the bottom of the fence due to grade changes. Not Responsible for damage or repair to underground private lines; INCLUDING SPRINKLER LINES. Property pins/stakes, other property line identifiers, and property line identification are the responsibility of the buyer, and buyer agrees to have a 3' minimum clear access to fence lines. All covenant/HOA violations are the responsibility of the buyer. Does not include staining/painting unless otherwise noted. Upon completion of fence, Home Town Fence Inc will attach our sign(s) to the new fence. **This proposal is valid for 5 days from estimate date.** Proposals beyond 5 days will be subject to price change due to current market conditions. Proposals done from plot plan measurements are subject to adjustment to actual footage installed upon completion of the job. You may cancel this agreement by written notification indicating you do not want the goods or services within 48 hours of acceptance. Any cancellation will result in a 15% restocking charge plus the cost of any special-order items and work performed. Acceptance of Proposal - The above prices, specifications and conditions are satisfactory. Payment of 50% deposit indicates that you hereby accept this proposal and all terms and conditions as stated and that Home Town Fence Inc is authorized to do the work as specified. Payment will be made as outlined above.

INDEPENDENT CONTRACTOR AGREEMENT
(LANDSCAPE MAINTENANCE SERVICES FOR 2023)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 15th day of November, 2022, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and ENVIRONMENTAL DESIGNS, 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 **Exhibits A-1, A-2, A-3, and A-4**, 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 **Exhibits A-1, A-2, A-3, and A-4**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **Exhibits A-1, A-2, A-3, and A-4** 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 **Exhibits A-1, A-2, A-3, and A-4**, 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 **Exhibits A-1, A-2, A-3, and A-4**) 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 January 1, 2023 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) or December 31, 2023.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibits A-1, A-2, A-3, and A-4**. 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 complied 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 schedules attached hereto as part of **Exhibits A-1, A-2, A-3, and A-4**. 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 **Exhibits A-1, A-2, A-3, and A-4** 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 10th 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 10th 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. 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.

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-1**, 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-2**. 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 and/or 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 in whole or in part as the same relates to each of the specific scopes of work shown in **Exhibits A-1, A-2, A-3, or A-4** 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 in whole or in part as the same relates to each of the specific scopes of work shown in **Exhibits A-1, A-2, A-3, or A-4** 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 in whole or in part, 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 in whole or in part, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees, and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the

default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

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

District:	Reunion Metropolitan District c/o CliftonLarsonAllen 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111 Attention: Matt Urkoski Phone: (303) 265-7919 Email: matt.urkoski@claconnect.com
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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
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Contractor:	Environmental Designs, Inc. 12511 E. 112 th Avenue
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Henderson, CO 80640
Attention: Shawn Ryan
Phone: (303) 287-9113

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for 2023 Landscape
Maintenance Services with Environmental Designs, Inc., dated November 15, 2022*

CONTRACTOR:

Environmental Designs, Inc., a Colorado corporation

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2022, by _____, as the _____ of Environmental Designs, Inc..

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A-1**SCOPE OF SERVICES/COMPENSATION SCHEDULE
FOR THE SERVICES TO BE PROVIDED FOR THE AREAS ON THE MAP INCLUDED IN
THIS EXHIBIT A-1**

For the services set forth in this Exhibit A-1 for the areas shown on the attached map, the compensation to the Contractor shall be as follows:

Total Contract Price: \$365,278.01
Monthly Installments of: \$30,439.83 starting in January 2023 and ending in December 2023

Weekly Services	Frequency included in this Agreement	26
<p>Weekly Services shall include the weekly monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-weekly from April to October.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Aeration - Spring	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
Aeration - Fall	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Fall to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
Fertilization - Spring Turf	Frequency included in this Agreement	1
<p>Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas. Thus, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.</p>		
Fertilization - Summer Turf	Frequency included in this Agreement	1
<p>Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.</p>		
Fertilization - Fall Turf	Frequency included in this Agreement	1
<p>Fall Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the end of the growing season and will promote a healthy root system going into winter.</p>		
Prune / Cutback Grasses & Perennials	Frequency included in this Agreement	1
<p>Prune / Cutback Grasses & Perennials includes the late winter or early spring cutting of the Ornamental Grasses and Perennials to promote healthy growth in the next growing season.</p>		
Prune Trees & Shrubs	Frequency included in this Agreement	1
<p>This service includes the one-time pruning of all shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site at the appropriate time during the growing season to accommodate normal growing habits. This includes the removal of nuisance growth and site restrictions. Large tree trimming and removal, rejuvenation pruning, full removal of dead and/or dying branches & limbs, and other major pruning projects are available upon request under separate bid.</p>		
Prune Trees & Shrubs - Touchup	Frequency included in this Agreement	3
<p>This service includes additional rounds of selective pruning of nuisance growth and site restrictions on shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site.</p>		

Pre-Emergent Application-Beds/Parking Frequency included in this Agreement 1
 This service includes the spraying of a Pre-Emergent Weed Control Pesticide on all beds and cracks in the adjacent walks and parking areas.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 1 Frequency included in this Agreement 1
 This service includes one broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 2 Frequency included in this Agreement 1
 This service includes one spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Winter Services Frequency included in this Agreement 24
 Winter Services are included under this agreement and shall consist of a weekly policing of the property for removal of loose trash & debris.

Drain pond Maintenance Frequency included in this Agreement 1

Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Design Services by in house Architects and Designers.
2. All sizes of landscape construction projects, both residential and commercial.
3. Irrigation system design, installation, and service.
4. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
5. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
6. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
7. Full Arbor Services including tree pruning, tree removal, and stump grinding.
8. Estate Maintenance Programs
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

NATIVE MOWING ADDENDUM

Additional Scope of Services (the "Work") to the LANDSCAPE MAINTENANCE AGREEMENT

EDI Contact: Michael Hoefler

Proposal #: 104905

Project Name: Reunion Metropolitan District

Project Address: 17910 E. Parkside Drive North, Commerce City, CO 80022

THIS NATIVE MOWING ADDENDUM (the "Addendum") is made part of the LANDSCAPE MAINTENANCE AGREEMENT and more specifically Exhibit A, Scope of Services (the "Work") by and between Environmental Designs, Inc. (the "Contractor") and Reunion Metropolitan District (the "Client") entered into on 0. The Client and Contractor agree as follows:

1. ADDITIONAL SCOPE OF WORK

<p>Native Mowing Round 1 This service includes one round of mowing of the Native Areas associated with this agreement.</p>	<p>Frequency included in this Agreement Group Price</p>	<p>1 \$8,495.88</p>
<p>_____ By initialing here, Client agrees to adding only the services in this group to the Standard Maintenance Agreement. If all groups are not accepted by Client then the final price of this Addendum shall be adjusted accordingly.</p>		
<hr/>		
<p>Native Mowing Round 2 This service includes one round of mowing of the Native Areas associated with this agreement.</p>	<p>Frequency included in this Agreement Group Price</p>	<p>1 \$8,495.88</p>
<p>_____ By initialing here, Client agrees to adding only the services in this group to the Standard Maintenance Agreement. If all groups are not accepted by Client then the final price of this Addendum shall be adjusted accordingly.</p>		
<hr/>		
<p>Native Mowing Round 3 This service includes one round of mowing of the Native Areas associated with this agreement.</p>	<p>Frequency included in this Agreement Group Price</p>	<p>1 \$7,805.63</p>
<p>_____ By initialing here, Client agrees to adding only the services in this group to the Standard Maintenance Agreement. If all groups are not accepted by Client then the final price of this Addendum shall be adjusted accordingly.</p>		
<hr/>		
<p>Native Mowing - Beauty Bands This service includes the periodic mowing of all Beauty Bands adjacent to pathways</p>	<p>Frequency included in this Agreement Group Price</p>	<p>7 \$1,811.30</p>
<p>_____ By initialing here, Client agrees to adding only the services in this group to the Standard Maintenance Agreement. If all groups are not accepted by Client then the final price of this Addendum shall be adjusted accordingly.</p>		

2. PAYMENT TERMS

_____ By initialing here Client agrees to have the services approved above invoiced in whole at the time that the services are performed.

Total Price of Addendum: **\$26,608.69**

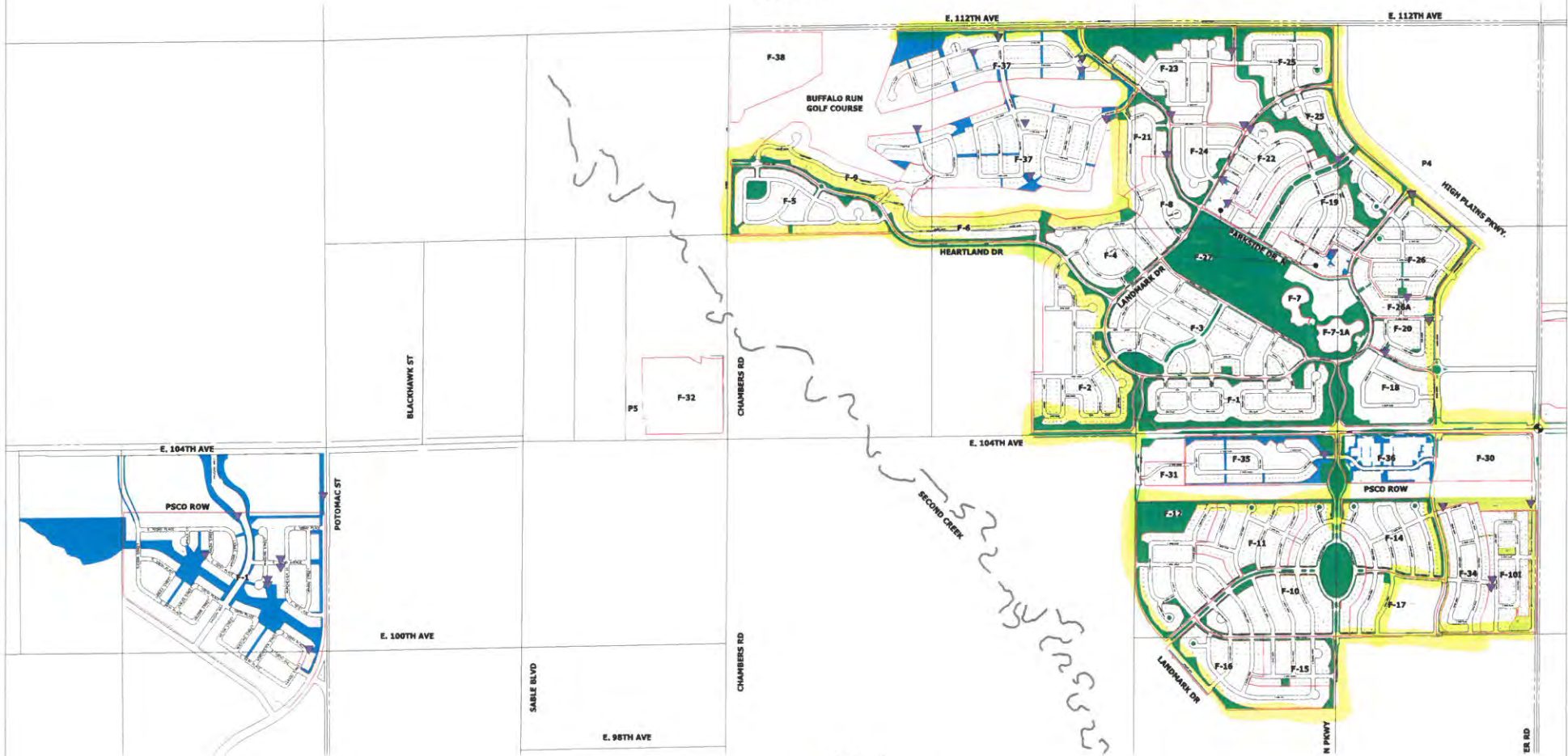
REUNION METROPOLITAN DISTRICT

COMMERCE CITY, COLORADO

MARCH 1, 2022

LANDSCAPING MAP

OVERVIEW



Legend

- Existing Landscaping
- Landscaping Under Warranty
- Landscaping Under Construction
- District Concrete Pavement
- District Fence
- ▼ Irrigation Taps
- Filing Boundary

Note
The information depicted is an estimate & approximation of the actual locations.

LANDSCAPING MAP
JOB NO. 14421.15
03/01/2022
SHEET 1 OF 5



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EXHIBIT A-2**SCOPE OF SERVICES/COMPENSATION SCHEDULE
FOR THE SERVICES TO BE PROVIDED FOR THE AREAS ON THE MAP INCLUDED IN
THIS EXHIBIT A-2**

For the services set forth in this Exhibit A-2 for the areas shown on the attached map, the compensation to the Contractor shall be as follows:

Total Contract Price: \$50,414.91
Monthly Installments of: \$4,201.24 starting in January 2023 and ending in December 2023

Weekly Services	Frequency included in this Agreement	26
<p>Weekly Services shall include the weekly monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-weekly from April to October.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Aeration - Spring	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
Aeration - Fall	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Fall to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
Fertilization - Spring Turf	Frequency included in this Agreement	1
<p>Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas. Thus, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.</p>		
Fertilization - Summer Turf	Frequency included in this Agreement	1
<p>Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.</p>		
Fertilization - Fall Turf	Frequency included in this Agreement	1
<p>Fall Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the end of the growing season and will promote a healthy root system going into winter.</p>		
Spring Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Spring Leaf & Debris Clean-up consists of the cleaning of any leftover leaves, bed maintenance, and edging along sidewalks and hardscape as needed.</p>		
Fall Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Fall Leaf and Debris Clean-up includes the raking or blowing of leaves and removal from landscape areas after all of the leaves have fallen from the trees and shrubs on the property. All leaves and debris will be disposed of off site.</p>		
Prune / Cutback Grasses & Perennials	Frequency included in this Agreement	1
<p>Prune / Cutback Grasses & Perennials includes the late winter or early spring cutting of the Ornamental Grasses and Perennials to promote healthy growth in the next growing season.</p>		
Prune Trees & Shrubs	Frequency included in this Agreement	1
<p>This service includes the one-time pruning of all shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site at the appropriate time during the growing season to accommodate normal growing habits. This includes the removal of nuisance growth and site restrictions. Large tree trimming and removal, rejuvenation pruning, full removal of dead and/or dying branches & limbs, and other major pruning projects are available upon request under separate bid.</p>		

Prune Trees & Shrubs - Touchup Frequency included in this Agreement 3
 This service includes additional rounds of selective pruning of nuisance growth and site restrictions on shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site.

Pre-Emergent Application-Beds/Parking Frequency included in this Agreement 1
 This service includes the spraying of a Pre-Emergent Weed Control Pesticide on all beds and cracks in the adjacent walks and parking areas.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 1 Frequency included in this Agreement 1
 This service includes one broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 2 Frequency included in this Agreement 1
 This service includes one spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 3 Frequency included in this Agreement 1
 This service includes one additional spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Winter Services Frequency included in this Agreement 24
 Winter Services are included under this agreement and shall consist of a weekly policing of the property for removal of loose trash & debris.

Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Design Services by in house Architects and Designers.
2. All sizes of landscape construction projects, both residential and commercial.
3. Irrigation system design, installation, and service.
4. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, deckscape, etc.
5. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
6. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
7. Full Arbor Services including tree pruning, tree removal, and stump grinding.
8. Estate Maintenance Programs
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

REUNION METROPOLITAN DISTRICT COMMERCE CITY, COLORADO MARCH 1, 2022

LANDSCAPING MAP



- Legend**
- █ Existing Landscaping
 - █ Landscaping Under Warranty
 - █ Landscaping Under Construction
 - █ District Concrete Pavement
 - District Fence
 - ▼ Irrigation Taps
 - Filing Boundary



 LANDSCAPING MAP
 JOB NO. 14421.15
 03/01/2022
 SHEET 3 OF 5

Note
 The information depicted is an estimate
 & approximation of the actual locations.



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 Fort Collins 970-479-9662 • www.jrengineering.com

EXHIBIT A-3**SCOPE OF SERVICES/COMPENSATION SCHEDULE
FOR THE SERVICES TO BE PROVIDED FOR THE AREAS ON THE MAP INCLUDED IN
THIS EXHIBIT A-3**

For the services set forth in this Exhibit A-3 for the areas shown on the attached map, the compensation to the Contractor shall be as follows:

Total Contract Price: \$38,382.32
Monthly Installments of: \$3,198.53 starting in January 2023 and ending in December 2023

Weekly Services	Frequency included in this Agreement	26
<p>Weekly Services shall include the weekly monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-weekly from April to October.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Aeration - Spring	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
Fertilization - Spring Turf	Frequency included in this Agreement	1
<p>Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas. Thus, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.</p>		
Fertilization - Summer Turf	Frequency included in this Agreement	1
<p>Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.</p>		
Spring Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Spring Leaf & Debris Clean-up consists of the cleaning of any leftover leaves, bed maintenance, and edging along sidewalks and hardscape as needed.</p>		
Fall Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Fall Leaf and Debris Clean-up includes the raking or blowing of leaves and removal from landscape areas after all of the leaves have fallen from the trees and shrubs on the property. All leaves and debris will be disposed of off site.</p>		
Prune / Cutback Grasses & Perennials	Frequency included in this Agreement	1
<p>Prune / Cutback Grasses & Perennials includes the late winter or early spring cutting of the Ornamental Grasses and Perennials to promote healthy growth in the next growing season.</p>		
Prune Trees & Shrubs	Frequency included in this Agreement	1
<p>This service includes the one-time pruning of all shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site at the appropriate time during the growing season to accommodate normal growing habits. This includes the removal of nuisance growth and site restrictions. Large tree trimming and removal, rejuvenation pruning, full removal of dead and/or dying branches & limbs, and other major pruning projects are available upon request under separate bid.</p>		
Prune Trees & Shrubs - Touchup	Frequency included in this Agreement	3
<p>This service includes additional rounds of selective pruning of nuisance growth and site restrictions on shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site.</p>		

<p>Pre-Emergent Application-Beds/Parking</p> <p>This service includes the spraying of a Pre-Emergent Weed Control Pesticide on all beds and cracks in the adjacent walks and parking areas.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Broadleaf Application Round 1</p> <p>This service includes one broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Broadleaf Application Round 2</p> <p>This service includes one spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Winter Services</p> <p>Winter Services are included under this agreement and shall consist of a weekly policing of the property for removal of loose trash & debris.</p>	<p>Frequency included in this Agreement</p>	<p>24</p>

Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Design Services by in house Architects and Designers.
2. All sizes of landscape construction projects, both residential and commercial.
3. Irrigation system design, installation, and service.
4. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
5. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
6. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
7. Full Arbor Services including tree pruning, tree removal, and stump grinding.
8. Estate Maintenance Programs
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

NATIVE MOWING ADDENDUM

Additional Scope of Services (the "Work") to the LANDSCAPE MAINTENANCE AGREEMENT

EDI Contact: Michael Hoefler

Proposal #: 104583

Project Name: Reunion Metropolitan District F-34 A *Carriage Homes*

Project Address 17910 E. Parkside Drive North, Commerce City, CO 80022

THIS NATIVE MOWING ADDENDUM (the "Addendum") is made part of the LANDSCAPE MAINTENANCE AGREEMENT and more specifically Exhibit A, Scope of Services (the "Work") by and between Environmental Designs, Inc. (the "Contractor") and Reunion Metropolitan District F-34 (the "Client") entered into on 0. The Client and Contractor agree as follows:

1. ADDITIONAL SCOPE OF WORK

<p>Native Broadleaf Weed Treatment This Service includes spraying the Native Grass Areas with a broadleaf herbicide for weed control.</p>	<p>Frequency included in this Agreement Group Price</p>	<p>0 \$145.73</p>
<p>_____ By initialing here, Client agrees to adding only the services in this group to the Standard Maintenance Agreement. If all groups are not accepted by Client then the final price of this Addendum shall be adjusted accordingly.</p>		
<hr/>		
<p>Native Mowing Round 1 This service includes one round of mowing of the Native Areas associated with this agreement.</p>	<p>Frequency included in this Agreement Group Price</p>	<p>1 \$215.63</p>
<p>_____ By initialing here, Client agrees to adding only the services in this group to the Standard Maintenance Agreement. If all groups are not accepted by Client then the final price of this Addendum shall be adjusted accordingly.</p>		
<hr/>		
<p>Native Mowing Round 2 This service includes one round of mowing of the Native Areas associated with this agreement.</p>	<p>Frequency included in this Agreement Group Price</p>	<p>1 \$215.63</p>
<p>_____ By initialing here, Client agrees to adding only the services in this group to the Standard Maintenance Agreement. If all groups are not accepted by Client then the final price of this Addendum shall be adjusted accordingly.</p>		
<hr/>		
<p>Native Mowing Round 3 This service includes one round of mowing of the Native Areas associated with this agreement.</p>	<p>Frequency included in this Agreement Group Price</p>	<p>1 \$215.63</p>
<p>_____ By initialing here, Client agrees to adding only the services in this group to the Standard Maintenance Agreement. If all groups are not accepted by Client then the final price of this Addendum shall be adjusted accordingly.</p>		

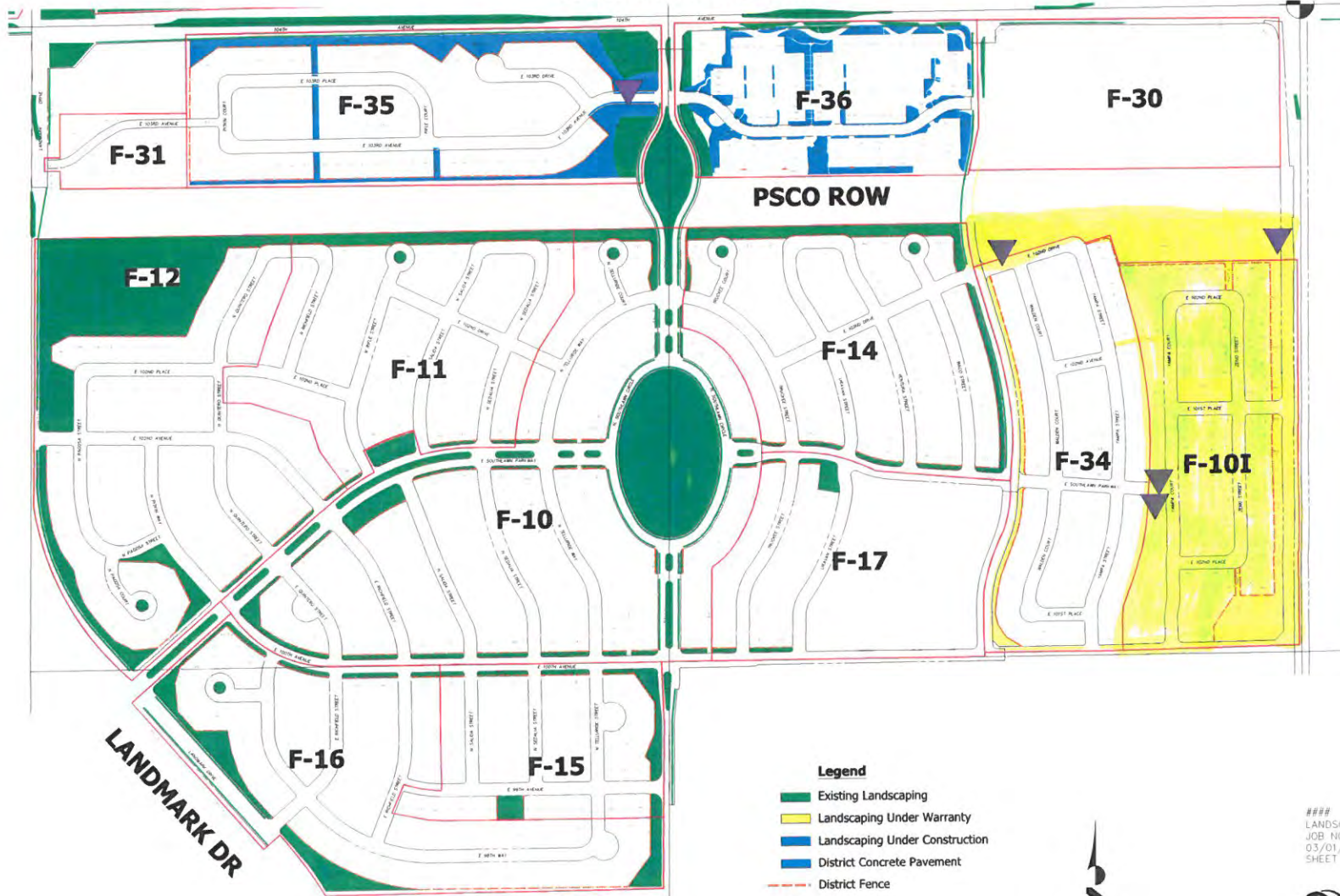
2. PAYMENT TERMS

_____ By initialing here Client agrees to have the services approved above invoiced in whole at the time that the services are performed.

Total Price of Addendum: **\$792.62**

REUNION METROPOLITAN DISTRICT COMMERCE CITY, COLORADO MARCH 1, 2022

LANDSCAPING MAP



Note
The information depicted is an estimate & approximation of the actual locations.

- Legend**
- █ Existing Landscaping
 - █ Landscaping Under Warranty
 - █ Landscaping Under Construction
 - █ District Concrete Pavement
 - - - District Fence
 - ▼ Irrigation Taps
 - Filing Boundary

LANDSCAPING MAP
JOB NO. 14421.15
03/01/2022
SHEET 5 OF 5



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EXHIBIT A-4**SCOPE OF SERVICES/COMPENSATION SCHEDULE
FOR THE SERVICES TO BE PROVIDED FOR THE AREAS ON THE MAP INCLUDED IN
THIS EXHIBIT A-**

For the services set forth in this Exhibit A-4 for the areas shown on the attached map, the compensation to the Contractor shall be as follows:

Total Contract Price: \$19,145.15
Monthly Installments of: \$1,595.43 starting in January 2023 and ending in December 2023

Weekly Services	Frequency included in this Agreement	26
<p>Weekly Services shall include the weekly monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-weekly from April to October.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Aeration - Spring	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
Fertilization - Spring Turf	Frequency included in this Agreement	1
<p>Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas. Thus, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.</p>		
Fertilization - Summer Turf	Frequency included in this Agreement	1
<p>Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.</p>		
Spring Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Spring Leaf & Debris Clean-up consists of the cleaning of any leftover leaves, bed maintenance, and edging along sidewalks and hardscape as needed.</p>		
Fall Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Fall Leaf and Debris Clean-up includes the raking or blowing of leaves and removal from landscape areas after all of the leaves have fallen from the trees and shrubs on the property. All leaves and debris will be disposed of off site.</p>		
Prune / Cutback Grasses & Perennials	Frequency included in this Agreement	1
<p>Prune / Cutback Grasses & Perennials includes the late winter or early spring cutting of the Ornamental Grasses and Perennials to promote healthy growth in the next growing season.</p>		
Prune Trees & Shrubs	Frequency included in this Agreement	1
<p>This service includes the one-time pruning of all shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site at the appropriate time during the growing season to accommodate normal growing habits. This includes the removal of nuisance growth and site restrictions. Large tree trimming and removal, rejuvenation pruning, full removal of dead and/or dying branches & limbs, and other major pruning projects are available upon request under separate bid.</p>		
Prune Trees & Shrubs - Touchup	Frequency included in this Agreement	3
<p>This service includes additional rounds of selective pruning of nuisance growth and site restrictions on shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site.</p>		

Pre-Emergent Application-Beds/Parking Frequency included in this Agreement 1
 This service includes the spraying of a Pre-Emergent Weed Control Pesticide on all beds and cracks in the adjacent walks and parking areas.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 1 Frequency included in this Agreement 1
 This service includes one broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 2 Frequency included in this Agreement 1
 This service includes one spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 3 Frequency included in this Agreement 1
 This service includes one additional spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Winter Services Frequency included in this Agreement 24
 Winter Services are included under this agreement and shall consist of a weekly policing of the property for removal of loose trash & debris.

Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Design Services by in house Architects and Designers.
2. All sizes of landscape construction projects, both residential and commercial.
3. Irrigation system design, installation, and service.
4. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks/capes, etc.
5. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
6. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
7. Full Arbor Services including tree pruning, tree removal, and stump grinding.
8. Estate Maintenance Programs
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

NATIVE MOWING ADDENDUM

Additional Scope of Services (the "Work") to the LANDSCAPE MAINTENANCE AGREEMENT

EDI Contact: Michael Hoefer

Proposal #: 104637

Project Name: Reunion Metropolitan District F-35

Project Address 17910 E. Parkside Drive North, Commerce City, CO 80022

THIS NATIVE MOWING ADDENDUM (the "Addendum") is made part of the LANDSCAPE MAINTENANCE AGREEMENT and more specifically Exhibit A, Scope of Services (the "Work") by and between Environmental Designs, Inc. (the "Contractor") and Reunion Metropolitan District F-35 (the "Client") entered into on 1/1/2023. The Client and Contractor agree as follows:

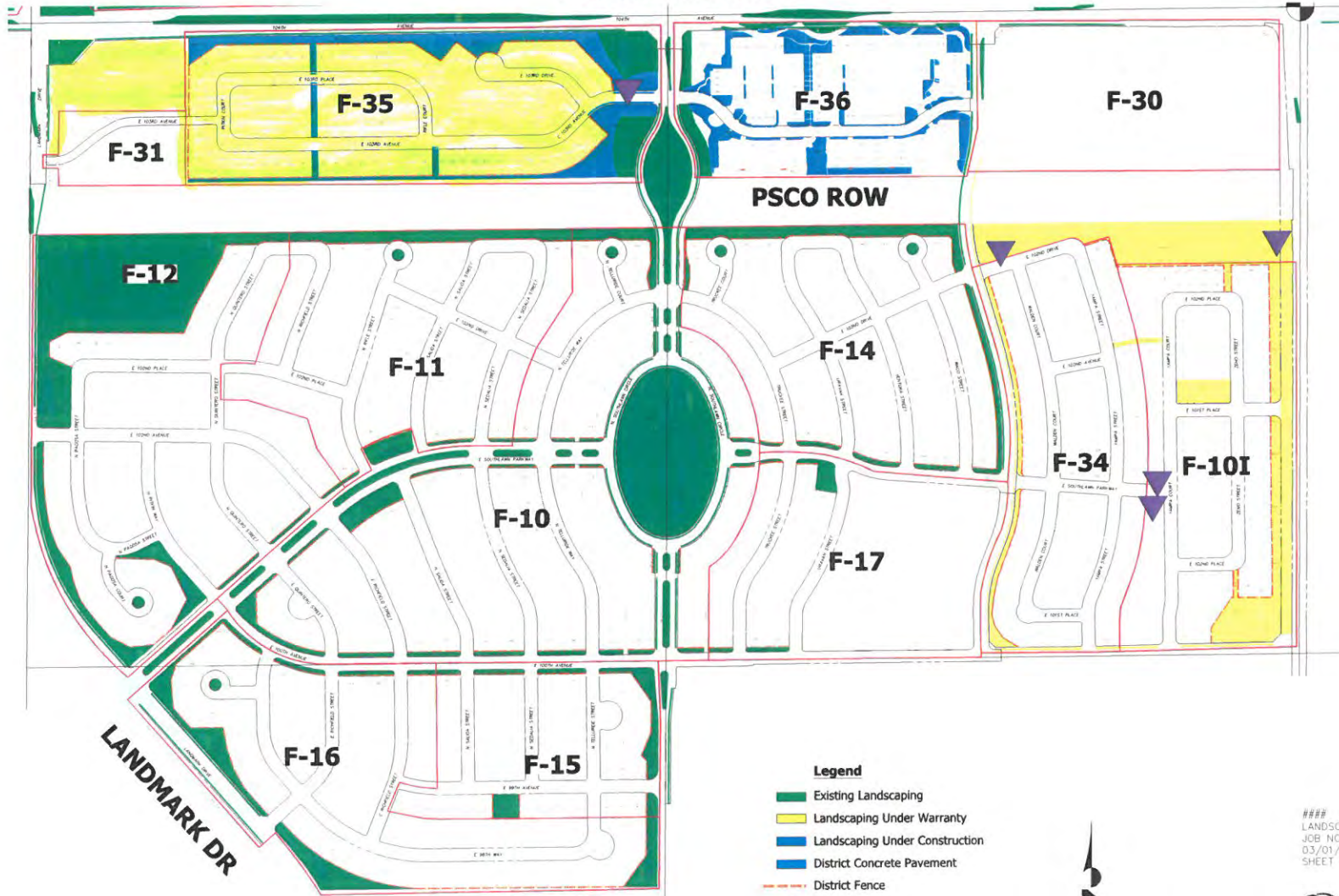
1. ADDITIONAL SCOPE OF WORK

<p>Native Broadleaf Weed Treatment This Service includes spraying the Native Grass Areas with a broadleaf herbicide for weed control.</p>	<p>Frequency included in this Agreement Group Price</p>	<p>0 \$519.70</p>
<p>_____ By initialing here, Client agrees to adding only the services in this group to the Standard Maintenance Agreement. If all groups are not accepted by Client then the final price of this Addendum shall be adjusted accordingly.</p>		
<p>Native Mowing - Beauty Bands This service includes the periodic mowing of all Beauty Bands adjacent to pathways</p>	<p>Frequency included in this Agreement Group Price</p>	<p>7 \$1,359.77</p>
<p>_____ By initialing here, Client agrees to adding only the services in this group to the Standard Maintenance Agreement. If all groups are not accepted by Client then the final price of this Addendum shall be adjusted accordingly.</p>		
<p>Native Mowing Round 1 This service includes one round of mowing of the Native Areas associated with this agreement.</p>	<p>Frequency included in this Agreement Group Price</p>	<p>1 \$625.52</p>
<p>_____ By initialing here, Client agrees to adding only the services in this group to the Standard Maintenance Agreement. If all groups are not accepted by Client then the final price of this Addendum shall be adjusted accordingly.</p>		
<p>Native Mowing Round 2 This service includes one round of mowing of the Native Areas associated with this agreement.</p>	<p>Frequency included in this Agreement Group Price</p>	<p>1 \$625.52</p>
<p>_____ By initialing here, Client agrees to adding only the services in this group to the Standard Maintenance Agreement. If all groups are not accepted by Client then the final price of this Addendum shall be adjusted accordingly.</p>		
<p>Native Mowing Round 3 This service includes one round of mowing of the Native Areas associated with this agreement.</p>	<p>Frequency included in this Agreement Group Price</p>	<p>1 \$625.50</p>
<p>_____ By initialing here, Client agrees to adding only the services in this group to the Standard Maintenance Agreement. If all groups are not accepted by Client then the final price of this Addendum shall be adjusted accordingly.</p>		

REUNION METROPOLITAN DISTRICT

COMMERCE CITY, COLORADO
MARCH 1, 2022

LANDSCAPING MAP



- Legend**
- Existing Landscaping
 - Landscaping Under Warranty
 - Landscaping Under Construction
 - District Concrete Pavement
 - District Fence
 - ▼ Irrigation Taps
 - Filing Boundary

Note
The information depicted is an estimate & approximation of the actual locations.



LANDSCAPING MAP
JOB NO. 1442115
03/01/2022
SHEET 5 OF 5



Centennial 303-740-0300 • Colorado Springs 703-529-2500
Fort Collins 970-493-9888 • www.jrengineering.com

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C-1

INSURANCE REQUIREMENTS

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

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

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-2
CERTIFICATE(S) OF INSURANCE

INDEPENDENT CONTRACTOR AGREEMENT
(SNOW REMOVAL SERVICES FOR 2022/2023)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 15th day of November, 2022, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and ENVIRONMENTAL DESIGNS, 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-1** for each of the yellow highlighted areas set forth in **A-2, A-3, and A-4**, 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-1**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **Exhibits A, A-1, A-2, A-3, and A-4** 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 **Exhibits A-1, A-2, A-3, and A4**, 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 **Exhibits A-1, A-2, A-3, and A-4**) 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) or May 31, 2023.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A-1**. 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 complied 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 part of **Exhibits A-1**. 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-1** 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 10th 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 10th 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.** 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.

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-1**, 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-2**. 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 and/or 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 in whole or in part as the same relates to each of the specific areas shown in **Exhibits A-2, A-3, or A-4** 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 in whole or in part as the same relates to each of the specific areas shown in **Exhibits A-2, A-3, or A-4** 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 in whole or in part, 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 in whole or in part, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees, and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10)

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

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

District:	Reunion Metropolitan District c/o CliftonLarsonAllen 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111 Attention: Matt Urkoski Phone: (303) 265-7919 Email: matt.urkoski@claconnect.com
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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
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Contractor:	Environmental Designs, Inc. 12511 E. 112 th Avenue Henderson, CO 80640
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Attention: Shawn Ryan
Phone: (303) 287-9113

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for 2022/2023 Snow Removal
Services with Environmental Designs, Inc., dated November 15, 2022*

CONTRACTOR:

Environmental Designs, Inc., a Colorado corporation

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2022, by _____, as the _____ of Environmental Designs, Inc..

Witness my hand and official seal.

My commission expires: _____

Notary Public

Contractor's Signature Page to Independent Contractor Agreement for 2022/2023 Snow Removal Services with Reunion Metropolitan District, dated November 15, 2022

EXHIBIT A-1

SCOPE OF SERVICES/COMPENSATION SCHEDULE

1. GENERAL PROVISIONS

- A. The District agrees that the District shall provide a map of where its desires for snow to be piled from the snow plowing/shoveling services in this Agreement. The District agrees that the Contractor will do everything in its power to move accumulated snow to the designated areas, however, in the case that there are multiple storms, when snow accumulation is deeper than usual, and/or when snow accumulation is wet and heavy, the Contractor will pile snow in the most convenient, safe area. When a Map is not provided, snow will be pushed to the most convenient, safe area. When snow can no longer be pushed to the designated area(s) and upon notice to District, Contractor will use additional equipment (Skid Steer Tractor, Front End Loader, Dump Truck, etc.) to move the snow or have it removed to a location designated by District.
- B. The Contractor and the District agree that snow plowing/shoveling services shall begin when a snow event's accumulation on the parking or sidewalk areas reaches the minimum depth as outlined in this Agreement and that the Contractor will use its best effort to have all snow plowing/shoveling services completed in a timely manner. In the event of a sustained snow event, additional trips shall be made as needed until the conclusion of the snow event. If snow accumulation does not reach the minimums outlined in this Agreement, then Contractor shall be held harmless from all snow and ice related incidents. All parties agree that Environmental Designs, Inc. is not responsible for slippery and/or icy conditions during the days following a storm. The District assumes all responsibility and shall hold harmless Contractor for any thaw and re-freeze conditions after the initial services were performed by the Contractor.
- C. The District agrees that Winter conditions in Colorado may present conditions that make it difficult for persons using the premises to be entirely free of some risk of slip and fall or skidding due to these conditions. Although the Contractor will use its best efforts to fulfill its obligations under this Agreement, the Contractor cannot offer any assurance that the driveways, parking lots or sidewalks will be completely free of snow or ice. It is the responsibility of the District to advise its tenants, residents, and visitors of the potential for danger due to Winter conditions. The District will advise the Contractor of any conditions it becomes aware of which create an unreasonable risk of injury or property damage in order that the Contractor has an opportunity to address the hazard or make recommendations to the District to mitigate the risk.
- D. Although the Contractor shall use its best effort to minimize damages, the District agrees that Environmental Designs, Inc. shall not be responsible for any curb or other property damage that was existing prior to services being rendered or as a result of performing services, this includes but is not limited to curbs, walks, speed bumps, etc.
- E. The District acknowledges that the Contractor is not a 24-hour monitoring service. It is the District's responsibility to notify the Contractor of melt and refreeze conditions which may occur from time to time after services have been performed related to the snow event or if the District wishes to have services performed when accumulations do not reach the minimums outlined in this Agreement.
- F. The District and the Contractor agree that a Site Inspection Fee will be charged when a physical visit to the site is required to determine if services are needed. If services are rendered as detailed in this Agreement, then no Site Inspections shall be invoiced. However, in the occurrence of snow events where accumulation must be verified on site to determine if snow depths have met the tolerances to trigger services as outlined within this Agreement and no services are rendered, then a Site Inspection will be billed to the District as detailed in this Agreement.
- G. If the average fuel price index for Denver, as found on <http://www.denvergasprices.com>, reach or exceed \$4.00 per gallon ("Benchmark Price"), a fuel surcharge of 3% will be applied to all invoices associated with this Agreement until fuel prices drop below the Benchmark Price, said surcharge shall increase 3% for every \$0.50 increase above the Benchmark Price of \$4.00 per gallon.
- H. This Agreement constitutes the entire agreement between the District and the Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the District and an authorized agent of the Contractor. Any obligation in this Agreement that, by its terms, is intended to be performed after completion shall survive the same.
- I. The District agrees that if determined necessary by the Contractor, the District shall be invoiced and shall timely pay for any Snow Staking and/or Site Protection efforts as detailed in this Agreement.

2. SCOPE OF SERVICES

- A. Snow Plowing is defined as pushing or pulling of snow using means not limited to truck mounted plows, tractors, ATVs, etc. If approved by the District, as indicated below, the Contractor shall provide all reasonable equipment and labor to relocate snow from parking lots and driveways to open parking spaces or designated snow piling areas. Snow Plowing services shall commence when accumulation reaches the dept as outlined herein.

_____ District Approves Snow Plowing Services
 District initials

_____ District Declines Snow Plowing Services
 District initials

Snow plowing shall being when on site snow depth reaches:

___ Trace of Snowfall ___ 1" of Accumulation ___ 2" of Accumulation

- B. Ice Slicer Services can only be performed after Snow Plowing Services have been performed, therefore the District cannot approve Ice Slicer Services without first approving Snow Plowing Services. If approved by the District, as indicated below, the Contractor shall apply Ice Slicer (Granular Magnesium Chloride) in parking and drive areas as needed to limit the buildup of ice. The Contractor shall not be held responsible for any plant loss caused by any chemical applications of ice control products. Contractor shall make any and all reasonable efforts to prevent excess application of ice control products.

_____ District Approves Ice Slicer Services
 District initials

_____ District Declines Ice Slicer Services
 District initials

- C. Snow Shoveling is defined as the mechanical clearing of snow using means not limited to hand shoveling, ATVs, Snow Blowers, etc. If approved by the District, as indicated below, the Contractor shall provide all reasonable equipment and labor to relocate snow from sidewalks to grass areas or other designated snow piling areas. Snow Shoveling Services shall commence when accumulation reaches the depth as outlined herein.

_____ District Approves Snow Shoveling Services
 District initials

_____ District Declines Snow Shoveling Services
 District initials

Snow shoveling shall being when on site snow depth reaches:

___ Trace of Snowfall ___ 1" of Accumulation ___ 2" of Accumulation

- D. Ice Melt Services can only be performed after Snow Shoveling Services have been performed, therefore the District cannot approve Ice Melt Services without first approving Snow Shoveling Services. If approved by the District, as indicated below, the Contractor shall apply ice melt on sidewalks and stairs to limit the buildup of ice. The Contractor shall not be held responsible for any plant loss caused by any chemical applications of ice control products. Contractor shall make any and all reasonable efforts to prevent excess application of ice control products.

_____ District Approves Ice Slicer Services
 District initials

_____ District Declines Ice Slicer Services
 District initials

3. PRICING

A.	4x4 Pickup Truck with Wings	\$150.00/hour	1 Hour Minimum per trip
B.	4x4 ATV with 38" Blade	\$110.00/hour	1 Hour Minimum per trip
C.	Front End Loader, 2-1/2 yard bucket or larger	\$295.00/hour	2 Hour Minimum per trip
D.	Skid Steer Tractor	\$195.00/hour	2 Hour Minimum per trip
E.	Dump Truck	\$225.00/hour	2 Hour Minimum per trip
F.	Snow Blower	\$95.00/hour	1 Hour Minimum per trip
G.	Mini-Skid Steer with Broom/Plow/Blower/Bucket	\$160.00/hour	1 Hour Minimum per trip
H.	Ride One Broom or UTV with Blade	\$195.00/hour	1 Hour Minimum per trip
I.	Hand Shovel	\$75.00/hour	1 Hour Minimum per trip
J.	Ice Slicer Truck (Parking Lots)	\$105.00/trip charge	
K.	Site Inspections	\$75.00/each visit	
L.	Snow Stakes and Site Protection	\$75.00/hour	Plus Materials
M.	Ice Slicer	\$0.45/pound	250 Pound Minimum
N.	Ice Melt	\$1.40/pound	50 Pound Minimum

** All rates will be increased by 50% if the District requests that services are performed during the holiday hours listed below:
 Thanksgiving Day, the day after Thanksgiving (Black Friday), Christmas Eve, Christmas Day, New Year's Eve, New Year's Day,
 and Easter Sunday

_____ District Approves Holiday Rate Increase
 District initials

_____ District Declines Holiday Price Increase
 District initials

In the event that the District declines services during the holidays list above, the District agrees to hold the Contractor harmless from any and all snow/ice related incidents.

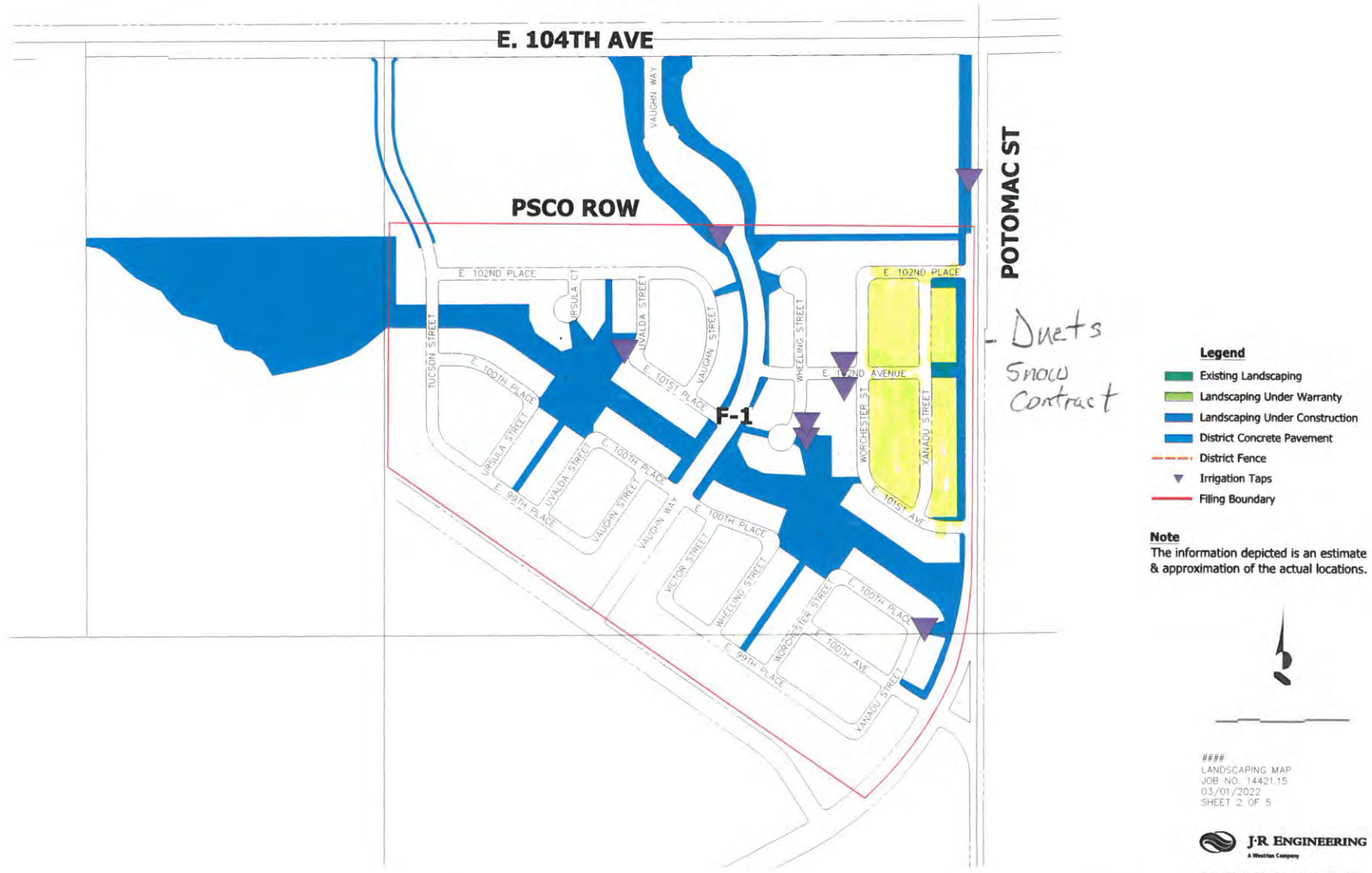
EXHIBIT A-2

REUNION METROPOLITAN DISTRICT

COMMERCE CITY, COLORADO

MARCH 1, 2022

LANDSCAPING MAP



- Legend**
- █ Existing Landscaping
 - █ Landscaping Under Warranty
 - █ Landscaping Under Construction
 - █ District Concrete Pavement
 - District Fence
 - ▼ Irrigation Taps
 - Filing Boundary

Note
The information depicted is an estimate & approximation of the actual locations.

LANDSCAPING MAP
JOB NO. 14421.15
03/01/2022
SHEET 2 OF 5



Central 303-380-9399 • Colorado Springs 703-591-2593
Fort Collins 970-493-8888 • www.jrengineering.com

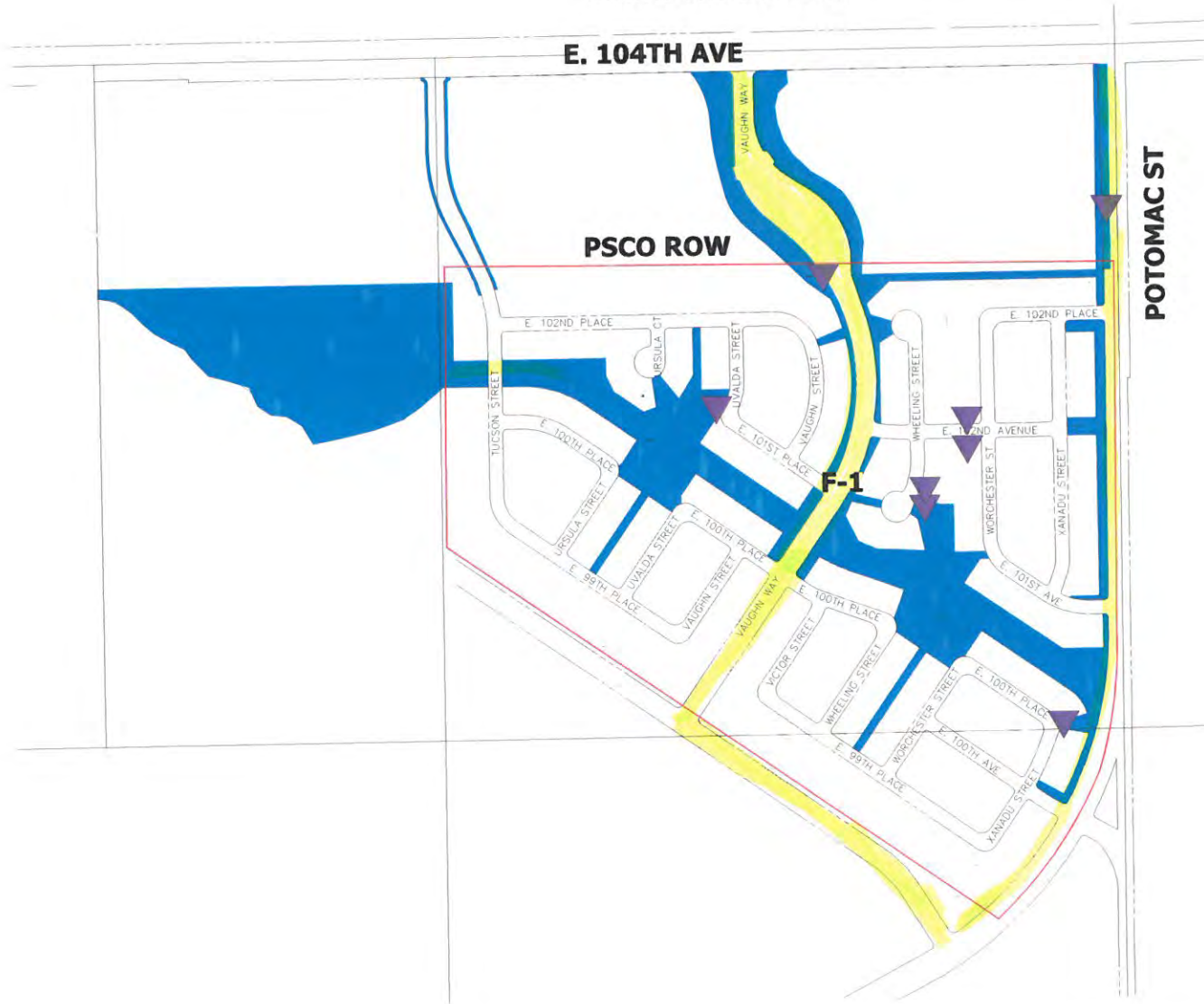
EXHIBIT A-3

REUNION METROPOLITAN DISTRICT

COMMERCE CITY, COLORADO

MARCH 1, 2022

LANDSCAPING MAP



- Legend**
- Existing Landscaping
 - Landscaping Under Warranty
 - Landscaping Under Construction
 - District Concrete Pavement
 - District Fence
 - Irrigation Taps
 - Filing Boundary

Note
The information depicted is an estimate & approximation of the actual locations.



LANDSCAPING MAP
JOB NO. 14421.15
03/01/2022
SHEET 2 OF 5



Central: 303-740-9999 • Colorado Springs: 719-593-2500
Fax: 303-740-9988 • www.jrengineering.com

EXHIBIT A-4

REUNION METROPOLITAN DISTRICT

COMMERCE CITY, COLORADO

MARCH 1, 2022

LANDSCAPING MAP



Legend

- Existing Landscaping
- Landscaping Under Warranty
- Landscaping Under Construction
- District Concrete Pavement
- - - District Fence
- ▼ Irrigation Taps
- Filing Boundary



 LANDSCAPING MAP
 JOB NO. 14421.15
 03/01/2022
 SHEET 3 OF 5

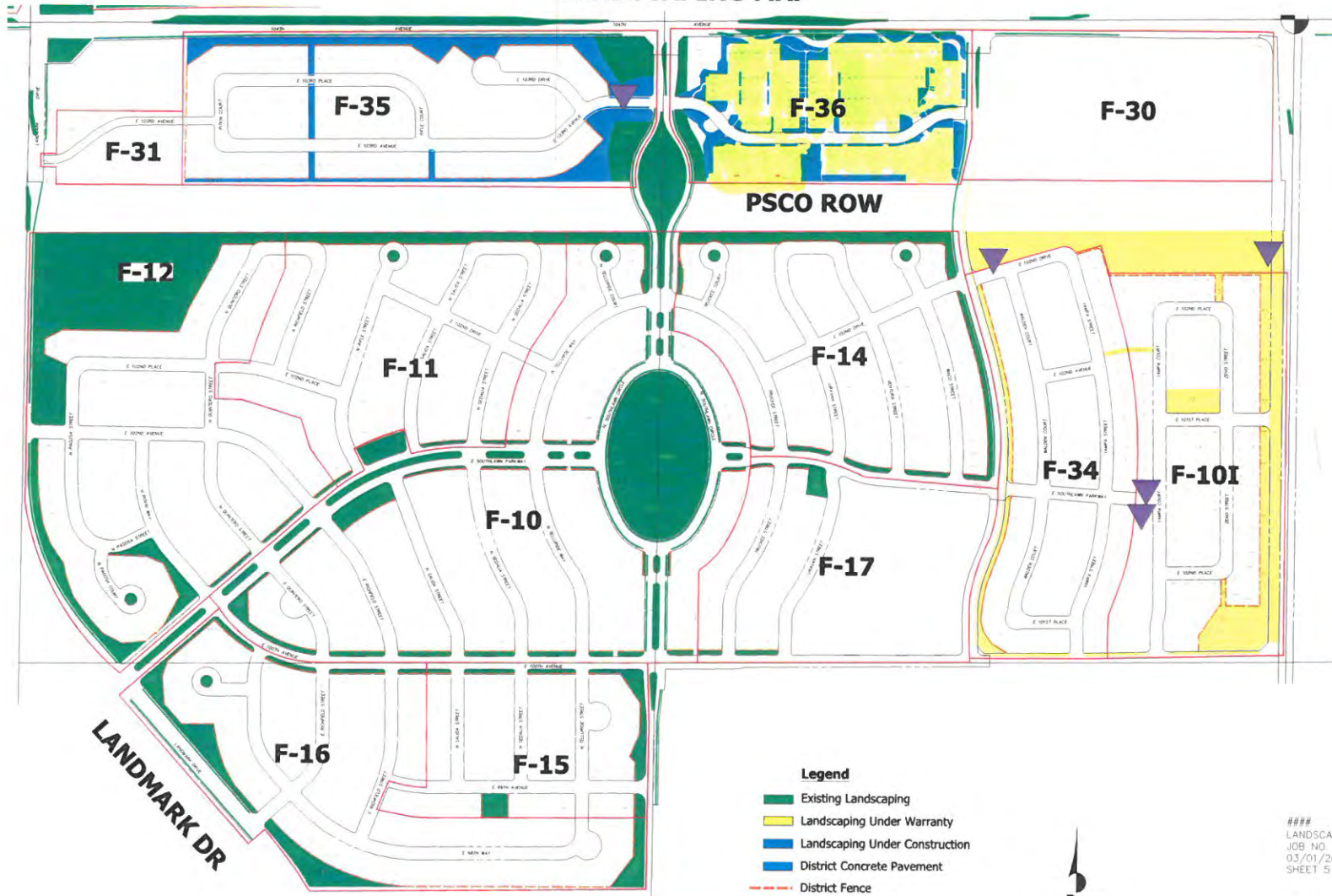
Note
 The information depicted is an estimate
 & approximation of the actual locations.



Central 970-380-9991 • Colorado Springs 703-506-2500
 Fort Collins 970-499-9888 • www.jrengineering.com

REUNION METROPOLITAN DISTRICT COMMERCE CITY, COLORADO MARCH 1, 2022

LANDSCAPING MAP



- Legend**
- Existing Landscaping
 - Landscaping Under Warranty
 - Landscaping Under Construction
 - District Concrete Pavement
 - District Fence
 - ▼ Irrigation Taps
 - Filing Boundary

Note
The information depicted is an estimate & approximation of the actual locations.

LANDSCAPING MAP
JOB NO. 14421.15
03/01/2022
SHEET 5 OF 5

J-R ENGINEERING
A Western Company

Centennial 303-746-8900 • Colorado Springs 703-593-2590
Fort Collins 970-459-9988 • www.jrengineering.com

EXHIBIT B
CONTRACTOR'S COMPLETED W-9

EXHIBIT C-1**INSURANCE REQUIREMENTS**

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

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

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-2
CERTIFICATE(S) OF INSURANCE



Operations and Facilities Manager Board Report Board Meeting: Tuesday, November 15, 2022

Select District and Facility Information

Recreation Center

The Recreation center is running smoothly and usage of the facility is up significantly from this time last year. Based on the recent resident survey, residents seem pleased with the front desk staff.

Recreation Center Holiday Hours

The Recreation Center hours will be as follows:

Thanksgiving Day - CLOSED

Black Friday/Day after Thanksgiving - 530a-6p

Christmas Eve - CLOSED

Christmas Day - CLOSED

New Year's Eve - CLOSED

New Year's Day - CLOSED

Recreation Center Improvements in 2023 include:

- Replacement of 2 RTUs
- Interior painting
- New flooring Outdoor Pools

If the Board agrees and directs management accordingly, in 2023, the YMCA will operate both Reunion Recreation Center Pool and Southlawn Pool. Reunion Rec Pool and Southlawn Pool are scheduled to open May 26th.

Hours of operation will be:

Mondays, Wednesdays and Fridays - 12-8p

Tuesdays and Thursdays - 10a-8p

Saturdays and Sundays - 10a-8p

End of Summer Hours - Tue-Fri - 430-8p, Sat-Sun - 10a-8p, Mon - 12-8p

We would also like to consider replacement of the pool furniture at the Recreation Center Pool.

Recap of Events in 2022

-Hot Dog Days of Summer and Roving Food Trucks – various Tuesday/Thursday dates from June – September.

These events took place throughout the summer (3-Hot Dog events and 6-Food Truck events). They were held in the Recreation Center parking lot. Events were well attended and many residents indicated they enjoy these summer gatherings.

-Red, White and Bluefest – Saturday, June 25

This family event included a Children's Bike Parade, food, games, and various 4th of July activities. The event was held at Reunion Park. Fireworks had to be postponed until August due to weather.

-Movie Nights – Saturdays, June 11 and July 30

Partnering with Landing Place Church, we showed movies on a large inflatable screen at Reunion Park.

-Shine On Car Show – Saturday, September 10

The Car Show was held in the Reunion Recreation Center Pool parking lot. Partnering with Landing Place Church, the event included food trucks, various pristine vehicles, and trophies to the winners.

-Trunk or Treat – Sunday, October 23

Also held in the Reunion Recreation Center and Pool parking lots, this event attracted hundreds of people. Along with the large number of decorated trunks, food trucks were on site.

-Holiday Happenings – Sunday, December 4

This event had to be cancelled the past two years due to COVID so we are very happy to announce its return! We will be having carriage rides, crafts and activities for kids as well as Dickens Carolers, face painting and Balloon Twisters. And, of course, photos with Santa.

Recreation Center Attendance

Recreation Center Check-In Numbers – 2022

August 1-October 31, 2022

Dates	Total Visits
Aug 1-31, 2022	6307
Sept 1-30, 2022	4100
Oct 1-31, 2022	3639
	14,046

Recreation Center Check-In Numbers – 2021

August 1-October 31, 2021

Dates	Total Visits
Aug 1-31, 2022	5419
Sept 1-30, 2022	3065
Oct 1-31, 2022	2718
	11,202

+2,844 more visits in 2022 compared to 2021.

These numbers also include Pool Attendance during the months of August and early September.

Select Programs

Youth Soccer League

Our soccer league ended in October and had 284 participants. We will have soccer again in the spring, starting at the beginning of April.

Flag Football

The league ended on October 31 and had a total of 77 participants.

Gallery On The Go

These youth painting classes continue on the first Wednesday of each month.

Fall Yoga with Aly

Yoga takes place on Mondays, 9-10am and Wednesdays, 12-1pm.

Taekwondo

Taekwondo takes place on Wednesdays and Thursdays, 7-9pm. This is a popular program and are considering expanding in 2023.

Program Numbers
(August 1 – November 1, 2022)

<u>Programs</u>	<u>Participants</u>	<u>Revenue Collected</u>
Fall Yoga	10	\$195.00
Gallery on the Go	45	\$245.00
Taekwondo	31	\$3,383.00
Fall Soccer	200	\$13,105.00
Preschool (Full year)	28	\$16,769.70
Flag Football	87	\$1,305.00
CARA Volleyball	50	\$4,010.00
Totals	451	\$39,012.70



**REUNION METROPOLITAN DISTRICT
MANAGER'S UPDATE – November 9, 2022**

Please find the attached reports valid through November 9, 2022

The most current violation log has been included in your packet and is organized by violation type.

Total number of Violations: 80

3	Basketball Goal
1	Changes Not Approved/Unauthorized change
4	Dead Tree/Dead Plants Violations
7	Dry Lawn
20	Excessive Weeds/Weeds
1	Noise
3	Improperly Parked Vehicle/Inoperable Vehicle
1	Exterior Lighting
20	Late Landscaping (Active Enforcement)
6	Lawn/Landscape Maintenance
-	Minimum Planting Requirements not Met
1	Solid Pet Waste Not Removed
1	Too many signs
3	Trailer
5	Trash Can Violations
1	Backyard Maintenance
3	Misc. Violations: Blocking Fire Lane (2), Exterior Lighting (1)

Tribunal:

The Tribunal did not have a meeting.

Architectural Review:

106 submissions were received for ARC review between July 28, 2022 and November 9, 2022. 93 of the requests have been approved, 9 were rejected/denied and 4 are in front of the Committee, Requests included patio installations, driveway extensions, painting, porch railing, sheds, outdoor lighting, landscaping, and radon systems. See attached report for additional information.

Miscellaneous Updates

New Manager - As many of you know, I recently took over the role of Community Manager from Jim Bogner. I have been with MSI for 4 years and prior to that I worked in the restaurant industry for 30 years. Reunion is the only association I manage so I can dedicate all my time to serving the community.

New Website – MSI manages 506 associations across Colorado. We are always exploring new ways to better serve our associations. One of the moves made over the last 2 years is sourcing a more comprehensive website platform for the associations we serve. Later this month MSI will be launching a new website for the Reunion association. The new website is hosted by NABR Network and has many more capabilities than the current platform.

One particular advantage of the new website is the ability to streamline Design Request submissions. Homeowners will ONLY submit requests using the website. Here's how that process works;

The submissions first come to me. I check to make sure if the required information is present. If not, I can ask the homeowner to add the information to their submission. If the information is there, I advance it to the Committee by simply clicking a button. The Committee reviews and votes to approve or deny the request, also with the click of a button. The system is designed so all submissions are reviewed electronically.

There are many advantages to this new process, but two in particular that I find most valuable:

1. Once the Committee has made a decision on a request and voted, the homeowner is immediately sent an email letting them know the result. No more waiting several days for notice of the decision to arrive in the mail.
2. Currently all submissions are printed and hand delivered to the Design Review Committee. The printing costs are \$1.00 per page for color copies. The notice of decision includes all printed pages and a letter from the Association being mailed to the homeowner. The shortest submissions are usually 3 pages, the more intricate submissions can be more than 20 pages. The new process will eliminate both of these steps, thus saving the Association hundreds, possibly thousands of dollars in printing and mailing costs each year.

Before coming to Reunion I managed 8 other associations. All 8 had transitioned to the new website over the last year. There were some Board and Committee members that

were apprehensive at first, but within weeks of using the new platform everyone expressed how much better it is.

I don't have the launch date as of yet. I should have it a week ahead of the launch date. All Board and Committee members will be notified at that time. All homeowners will be notified 1-2 days prior to the launch. There are instructions for Board and Committee members to use to navigate the new website.

Thank you,
Curtis Hain

Memo

To: Reunion Metro District Board of Directors

From: Matt Urkoski & Anna Jones, District Managers

Date: November 15, 2022

Re: YMCA Contract for Rec Center Operations, Management and Activities

As the Board is aware, the District's Operations Manager and Activities Director resigned their positions in May of this year. In the aftermath of those resignations, the District considered the best path forward to maintain those services for the community – to hire individuals to replace those positions or to work with an organization to fulfill those roles. After vetting the options, it was determined the YMCA was an appealing and appropriate organization to fulfill the operations and management of the rec center facility as well as provide activities coordination and has been successfully fulfilling those roles since then.

The management team has been pleased with the YMCA and this new partnership. The operations and maintenance responsibilities have been streamlined and codified, front desk and rec center staffing has been standardized and overall systems have been upgraded in accordance with industry best practices and standards. The activities coordination has gone smoothly. An electronic survey distributed to the community asking for feedback regarding the rec center, the YMCA's integration and activities coordination was either neutral "didn't realize the YMCA had assumed operations" to very positive "Front desk staff is always friendly and helpful"

We see several benefits to continuing this YMCA partnership into 2023, including:

- The YMCA brings knowledge and legacy as an internationally trusted institution
- The YMCA provides the benefit of regional/national best practices
- Provides security and redundancy to allow for consistent facility management
- Protects the District from losing historical knowledge when individual staff members leave
- It is a multifaceted organization that can bring a wide variety of resources and programming to the District – activities, sports, community events, classes, programs, etc.,
- The YMCA has a history of partnerships to further specific goals and programs
- Market knowledge of activities, rentals, other costs and fees that can yield revenue opportunities for the District
- Provides a comprehensive understanding of facility management, operations, staffing and budgeting
- Pool operations and management ensure seamless recreation and activities experience for users

Please reach out to either of us with any questions or comments.



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Reunion Facility Management Budget Summary 2023

REUNION REC CENTER FACILITY MANAGEMENT January 1, 2023– December 31, 2023: \$ 600,873
(12 monthly payments of \$ 50,072.75)

Staffing:

Full Time Facility Manager
Full Time Sports/Activity Manager
Two Full Time desk Supervisors
Part time Desk staff
Part time Pool Check In Staff
Part Time Sports staff

Desk hours:

M-Th: 5:30am-9pm

Fr: 5:30am-7pm

Sat: 8:30am-6pm

Sun: 10:30am-6pm

Facility Scope of Work

1. The YMCA will operate the Community Center as an extension of its current operations.
2. Operations of the facility, programs and services will be consistent with YMCA standards and guidelines agreed upon by the District Board.
3. The YMCA may offer traditional and non-traditional YMCA programs and services at an additional fee to participants. (determined by the District) These programs could include swim lessons, youth golf, aerobics, child watch, day camp, birthday parties, water fitness, teen services, etc. YMCA will handle registration and fee collection for all programs.
4. YMCA will plan and host community events with a budget set by the District and will provide hours for staffing of the events as well as community clubs at an additional cost.
5. The establishment of operating hours will be agreed upon by the YMCA and the District.
6. The District will be responsible for all consumable supplies related to the operation of the facilities. YMCA orders and inventories all supplies.
7. All maintenance and repair costs of mechanical systems, plumbing, pool filtration systems and general building repairs will be the responsibility of the District and coordinated by the YMCA
8. The YMCA does weekly facility checks to ensure the safety and the upkeep of the building. To include but not limited to, equipment checks, changing light bulbs, light cleaning after programs, ect. These checks can be reported weekly or monthly.
9. All computer systems will be supplied by the District. The YMCA will have administrator rights to load the YMCA network for day to day operations. (CRM system)
10. YMCA will schedule staff and collect fees for all facility rentals. All facility rental fees will be paid to the District on a quarterly basis.
11. YMCA will distribute homeowner access cards for the District.



FOR YOUTH DEVELOPMENT
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12. YMCA will oversee a third-party cleaning company for the District including but not limited to, window washing, pest control.
13. YMCA will coordinate and oversee facility maintenance needs in coordination with the District.
14. Program surveys, attendance at board meetings and monthly reports all help to increase communication and ensure client satisfaction.
15. Hire and schedule for facility departments (front desk, fitness instructors, gate guards, and event/programming staff) and follow through with YMCA and district policies trainings along with day to day operations. Complete payroll and other staffing training requirements.
16. Administration to include greeting guests, issuing access cards and ensuring waiver and accounts are completed and up to date within Trac Rec system, checking guests into system, collecting programming and outside user fees and selling outside user memberships, assisting in audio/visual, reservations calendar, responding to phone calls and online inquiries within 1-business day.
17. Ensure facility information, passwords, and account information is documented and up to date.

Events:

Facility Manager would work with a social committee to provide guidance for planning, ordering of supplies and lining up vendors. No additional charge for up to 12 events year. For any additional events there would be a charge of \$50/hr for the manager. For any additional staff needed other than the manager, for any event the cost will be \$30/hr and will be billed the following month.

The Facility Manager will be at all events if possible and their time is included in this amount. If the Facility Manager cannot attend an event a designated staff person will be sent in their place at no additional cost.

- Event management including webpage and calendar administration:
 - Social committee coordination including meetings with committee up to 12 times/year, meeting minutes, budget oversight, and reports.
 - Social committee events including manager support up to 12 events/year (direct costs associated with events are paid from social committee budget).
 - Community events including planning, and hosting for the following:
 - Holiday events: Memorial Day, Fourth of July, Easter, Thanksgiving, Christmas
 - Movie nights
 - New neighbor welcome
 - Card games
 - Book club
 - Other events as approved by the District

Expenses and supplies for events will be billed separately. Collaboration with outside contractors for major events.

Sports/Programs:

Operations of running sports league for the District. Basketball, Soccer, Baseball T-ball and other Sports depending on interest from the community. Program operations Art, Dance, Teen leadership and other programs to serve the community.



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
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Reunion Rec Center and Southlawn Pool Management Budget Summary 2023

COST: REUNION REC POOL January 1, 2023– December 31, 2023: \$ 152,458.56 (5 monthly payments of \$30,491.71 due May, June, July, August, and September)

Details:

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

DAYS AND HOURS OF OPERATION OF REC CENTER SWIMMING POOL

Independent Contractor agrees to operate the Pool in accordance with the schedule. Regularly scheduled hours of operation will include four (4) lifeguards and a gate guard for resident and guest check in May 26 – September 4, Sunday – Monday 10am-8pm with back to school hours beginning Aug 15, pool schedule is Mon- Fri: 5-8pm with three (3) guards and four (4) guards Sat & Sun 10am-8pm). Times may be adjusted periodically by the District, with Independent Contractor's assistance to meet the requirements of Reunion Recreation Center Residents. The pool will close at 5pm on 4th of July.

The season may be extended by opening the Pool on weekends in September provided the District notifies Independent Contractor by August 1, 2023 if staffing is available. The cost for such extension shall be \$25.00 per hour and if notified after August, 1, 2023 cost for staffing shall be \$45.00 per hour and based on staff availability.

Pool availability at times other than regularly scheduled hours of operation and arrangements for use, including supervision and fees, shall be determined by the District with Independent Contractor's assistance.

Independent Contractor reserves the right to close the Pool during inclement weather at the discretion of the lifeguards on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or the temperature drops below 65 degrees (health department recommendation). The Pool will reopen when the lifeguard on duty deems it safe to return to the water.

COST: SOUTHLAWN POOL January 1, 2023– December 31, 2023: \$ 123,506.56 (5 monthly payments of \$ 24,701.31 due May, June, July, August, and September)

Details:

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

DAYS AND HOURS OF OPERATION OF REC CENTER SWIMMING POOL

Independent Contractor agrees to operate the Pool in accordance with the schedule. Regularly scheduled hours of operation will include three (3) lifeguards and a gate guard for resident and guest check in May 26 – September 4, Sunday – Monday 10am-8pm with back to school hours beginning Aug 15, pool schedule is Mon- Fri: 5-8pm with two (2) guards and three (3) guards Sat & Sun 10am-8pm. Times may be adjusted periodically by the District, with Independent Contractor's assistance to meet the requirements of Reunion Recreation Center Residents. The pool will close at 5pm on 4th of July.

The season may be extended by opening the Pool on weekends in September provided the District notifies Independent Contractor by August 1, 2023 if staffing is available. The cost for such extension shall be \$25.00 per hour and if notified after August, 1, 2023 cost for staffing shall be \$45.00 per hour and based on staff availability.



**FOR YOUTH DEVELOPMENT
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Pool availability at times other than regularly scheduled hours of operation and arrangements for use, including supervision and fees, shall be determined by the District with Independent Contractor's assistance.

Independent Contractor reserves the right to close the Pool during inclement weather at the discretion of the lifeguards on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or the temperature drops below 65 degrees (health department recommendation). The Pool will reopen when the lifeguard on duty deems it safe to return to the water.

**Reunion Metropolitan District
Interim Claims
July 22, 2022 - November 10, 2022**

<u>Process Date</u>	<u>Vendor</u>	<u>Payment Method</u>	<u>Amount</u>
7/22/2022	Ace Hardware at Reunion	BILL Check	\$ 134.96
7/22/2022	American Fidelity - Supp	BILL Check	366.56
7/22/2022	BackflowTech	Vendor Direct Virtual Card	1,640.00
7/22/2022	Comcast Business	Vendor Direct Virtual Card	218.86
7/22/2022	Fit Turf N. Denver Tree Pest	Vendor Direct Virtual Card	10,500.00
7/22/2022	Herc Rentals Inc	Vendor Direct Virtual Card	82.52
7/22/2022	L.L. Johnson Distributing Company	Vendor Direct Virtual Card	36.85
7/22/2022	L.L. Johnson Distributing Company	Vendor Direct Virtual Card	41.51
7/22/2022	L.L. Johnson Distributing Company	Vendor Direct Virtual Card	55.84
7/22/2022	L.L. Johnson Distributing Company	Vendor Direct Virtual Card	56.40
7/22/2022	L.L. Johnson Distributing Company	Vendor Direct Virtual Card	254.73
7/22/2022	L.L. Johnson Distributing Company	Vendor Direct Virtual Card	262.29
7/22/2022	L.L. Johnson Distributing Company	Vendor Direct Virtual Card	386.41
7/25/2022	Altitude Community Law P.C.	BILL Check	24.00
7/25/2022	Anderson Greenscapes	BILL Check	58,750.00
7/25/2022	Animal & Pest Control Specialists	BILL Check	248.00
7/25/2022	Callan Pest Management Services, Inc	BILL Check	425.00
7/25/2022	City of Commerce City	BILL Check	315.00
7/25/2022	CliftonLarsonAllen, LLP	BILL EFT	13,868.88
7/25/2022	Environmental Designs, Inc.	BILL Check	33,452.78
7/25/2022	Gold Label Door Company Inc.	BILL Check	231.86
7/25/2022	Grainger	BILL Check	69.24
7/25/2022	Home Depot Credit Services	BILL Check	279.53
7/25/2022	J R Engineering	BILL EFT	2,085.00
7/25/2022	Mandy Thomas	BILL Check	487.90
7/25/2022	MSI, LLC	BILL EFT	12,579.75
7/25/2022	Samsara Inc.	BILL Check	205.20
7/25/2022	Security Central, Inc.	BILL EFT	338.25
7/25/2022	Staxmatic, LLC	BILL Check	338.30
7/25/2022	Steve Follweiler	BILL Check	275.00
7/25/2022	Sustainable Landscapes Colorado	BILL Check	1,438.00
7/25/2022	Underwater Recovery Specialists	BILL Check	1,030.00
7/25/2022	Utility Notification Center of Colorado	BILL Check	284.70
7/25/2022	Verizon	BILL Check	91.46
7/25/2022	White Bear Ankele Tanaka & Waldron	BILL EFT	15,301.44
8/16/2022	Brightview Landscape Development	BILL Check	78,766.85
8/16/2022	CEBT	Other	11,938.55
8/16/2022	Century Link	Other	311.83
8/16/2022	CliftonLarsonAllen, LLP	BILL EFT	8,318.72
8/16/2022	Colorado Designscapes	BILL Check	352,828.44
8/16/2022	Custom Flag Company	Vendor Direct Virtual Card	65.00
8/16/2022	Elite Aquatics, LLC	BILL EFT	114,666.00
8/16/2022	Employers Council Services, Inc.	Vendor Direct Virtual Card	143.78

Reunion Metropolitan District
Interim Claims
July 22, 2022 - November 10, 2022

<u>Process Date</u>	<u>Vendor</u>	<u>Payment Method</u>	<u>Amount</u>
8/16/2022	General Air	Vendor Direct Virtual Card	191.63
8/16/2022	H2O Fire Protection, Inc.	Vendor Direct Virtual Card	2,121.00
8/16/2022	J R Engineering	BILL EFT	1,326.25
8/16/2022	Mechanical Solutions, Inc	BILL Check	407.00
8/16/2022	Nate Giacoma	BILL Check	25.00
8/16/2022	Regina Ibarra	BILL Check	25.00
8/16/2022	South Adams County Water & Sanitation District	BILL Check	124,319.28
8/16/2022	Steve Follweiler	BILL Check	330.00
8/16/2022	UMB Bank, N.A.	Other	3,500.00
8/16/2022	United Power, Inc.	Other	8,685.48
8/16/2022	Xcel Energy	Other	3,252.58
8/16/2022	YMCA of Metropolitan Denver	BILL Check	34,767.50
8/22/2022	Ballard Spahr LLP	BILL Check	16,749.00
8/22/2022	UMB Bank, N.A.	Other	10,316.00
8/23/2022	American Fidelity - Supp	BILL Check	366.56
8/31/2022	CEBT	Other	11,938.69
8/31/2022	Wells Fargo Business Card	Other	1,170.48
8/31/2022	Xcel Energy	Other	884.41
9/16/2022	Ace Hardware at Reunion	BILL Check	101.95
9/16/2022	All Copy Products Inc.	BILL Check	524.58
9/16/2022	Animal & Pest Control Specialists	BILL Check	437.00
9/16/2022	BackflowTech	Vendor Direct Virtual Card	542.62
9/16/2022	Bill Nance Plumbing & Heating Inc	BILL Check	402.61
9/16/2022	Callan Pest Management Services, Inc	BILL Check	425.00
9/16/2022	Century Link	Other	746.92
9/16/2022	CliftonLarsonAllen, LLP	BILL EFT	23,341.13
9/16/2022	Colorado Special Districts Property and Liability Pool	BILL Check	297.00
9/16/2022	Comcast Business	Vendor Direct Virtual Card	219.13
9/16/2022	CPS Distributors, Inc.	BILL Check	214.90
9/16/2022	Environmental Designs, Inc.	BILL Check	33,712.78
9/16/2022	General Air	Vendor Direct Virtual Card	194.48
9/16/2022	H2O Fire Protection, Inc.	Vendor Direct Virtual Card	958.78
9/16/2022	Hillyard / Denver	BILL Check	316.32
9/16/2022	Home Depot Credit Services	BILL Check	230.75
9/16/2022	Hoops Academy	BILL Check	700.00
9/16/2022	L.L. Johnson Distributing Company	Vendor Direct Virtual Card	44.55
9/16/2022	L.L. Johnson Distributing Company	Vendor Direct Virtual Card	82.93
9/16/2022	L.L. Johnson Distributing Company	Vendor Direct Virtual Card	105.59
9/16/2022	L.L. Johnson Distributing Company	Vendor Direct Virtual Card	353.17
9/16/2022	L.L. Johnson Distributing Company	Vendor Direct Virtual Card	541.35
9/16/2022	L.L. Johnson Distributing Company	Vendor Direct Virtual Card	597.85
9/16/2022	Mechanical Solutions, Inc	Vendor Direct Virtual Card	990.00
9/16/2022	MSI, LLC	BILL EFT	18,397.79

**Reunion Metropolitan District
Interim Claims
July 22, 2022 - November 10, 2022**

<u>Process Date</u>	<u>Vendor</u>	<u>Payment Method</u>	<u>Amount</u>
9/16/2022	NC Athletic LLC	BILL Check	757.50
9/16/2022	Professional Tree & Turf Equipment	BILL Check	333.38
9/16/2022	Schex Tech LLC	BILL Check	600.00
9/16/2022	Security Central, Inc.	BILL EFT	1,574.74
9/16/2022	South Adams County Water & Sanitation District	Other	13,762.72
9/16/2022	South Adams County Water & Sanitation District	BILL Check	128,564.12
9/16/2022	Sustainable Landscapes Colorado	BILL Check	1,438.00
9/16/2022	The Aqueous Solution, Inc.	BILL Check	892.45
9/16/2022	Underwater Recovery Specialists	BILL Check	390.00
9/16/2022	United Power, Inc.	Other	9,825.66
9/16/2022	Utility Notification Center of Colorado	BILL Check	201.50
9/16/2022	Verizon	BILL Check	91.63
9/16/2022	Wells Fargo Business Card	Other	1,503.84
9/19/2022	Employers Council Services, Inc.	Vendor Direct Virtual Card	837.50
9/19/2022	Universal Tractor Co.	Vendor Direct Virtual Card	9,833.78
9/19/2022	YMCA of Metropolitan Denver	BILL Check	2,880.00
9/20/2022	City of Commerce City	BILL Check	1,299.00
9/20/2022	Colorado Department of Public Health	BILL Check	540.00
9/20/2022	Environmental Designs, Inc.	BILL Check	20,256.15
9/20/2022	White Bear Ankele Tanaka & Waldron	BILL EFT	12,266.36
9/21/2022	J R Engineering	BILL EFT	431.25
9/21/2022	J R Engineering	BILL EFT	865.00
9/21/2022	J R Engineering	BILL EFT	865.00
9/21/2022	J R Engineering	BILL EFT	2,281.25
9/22/2022	American Fidelity - Supp	BILL Check	366.56
9/23/2022	Comcast Business	Vendor Direct Virtual Card	229.13
9/23/2022	Custom Flag Company	Vendor Direct Virtual Card	130.00
9/23/2022	Employers Council Services, Inc.	Vendor Direct Virtual Card	400.00
9/23/2022	General Air	Vendor Direct Virtual Card	273.53
9/23/2022	H2O Fire Protection, Inc.	Vendor Direct Virtual Card	3,156.75
9/23/2022	L.L. Johnson Distributing Company	Vendor Direct Virtual Card	23.99
9/23/2022	L.L. Johnson Distributing Company	Vendor Direct Virtual Card	6,584.76
9/23/2022	Mechanical Solutions, Inc	Vendor Direct Virtual Card	1,414.66
9/23/2022	Potestio Brothers Equipment, Inc.	Vendor Direct Virtual Card	1,179.76
9/23/2022	Schex Tech LLC	Vendor Direct Virtual Card	487.50
9/23/2022	Target Specialty Products	Vendor Direct Virtual Card	8,550.14
9/23/2022	YMCA of Metropolitan Denver	BILL Check	34,798.88
9/26/2022	Ace Hardware at Reunion	Vendor Direct Virtual Card	5,322.60
9/26/2022	All Copy Products Inc.	BILL Check	299.76
9/26/2022	Animal & Pest Control Specialists	BILL Check	344.00
9/26/2022	Brightview Landscape Development	BILL Check	3,892.74
9/26/2022	Brightview Landscape Development	BILL Check	259,674.84
9/26/2022	Callan Pest Management Services, Inc	BILL Check	425.00

**Reunion Metropolitan District
Interim Claims
July 22, 2022 - November 10, 2022**

<u>Process Date</u>	<u>Vendor</u>	<u>Payment Method</u>	<u>Amount</u>
9/26/2022	City of Commerce City	BILL Check	5,848.00
9/26/2022	CliftonLarsonAllen, LLP	BILL EFT	15,151.03
9/26/2022	Colorado Designsapes	BILL EFT	149,561.37
9/26/2022	CPS Distributors, Inc.	BILL Check	29.19
9/26/2022	Environmental Designs, Inc.	BILL Check	35,084.93
9/26/2022	Hillyard / Denver	BILL Check	536.39
9/26/2022	Home Depot Credit Services	BILL Check	39.98
9/26/2022	J R Engineering	BILL EFT	18,926.25
9/26/2022	J R Engineering	BILL EFT	161,380.72
9/26/2022	Mandy Thomas	BILL Check	100.80
9/26/2022	MSI, LLC	BILL EFT	18,806.75
9/26/2022	Protect Youth Sports	BILL Check	61.80
9/26/2022	Sustainable Landscapes Colorado	BILL Check	1,437.99
9/26/2022	Underwater Recovery Specialists	BILL Check	1,040.00
9/26/2022	Utility Notification Center of Colorado	BILL Check	209.30
9/26/2022	Verizon	BILL Check	91.74
9/26/2022	White Bear Ankele Tanaka & Waldron	BILL EFT	16,166.54
10/17/2022	Brightview Landscape Development	BILL Check	133,864.94
10/17/2022	Colorado Designsapes	BILL EFT	66,730.80
10/17/2022	Hudick Excavating Inc	BILL EFT	114,469.22
10/17/2022	J R Engineering	BILL EFT	66,613.67
11/2/2022	Lisa Stellato	BILL Check	3,453.94
11/3/2022	Lisa Stellato	BILL Check	3,274.88
11/4/2022	South Adams County Water & Sanitation District	Other	66,454.60
11/4/2022	South Adams County Water & Sanitation District	Other	128,841.69
11/8/2022	Ace Hardware at Reunion	Vendor Direct Virtual Card	491.16
11/8/2022	All Copy Products Inc.	BILL Check	249.80
11/8/2022	Altitude Community Law P.C.	BILL Check	24.00
11/8/2022	American Fidelity - Supp	BILL Check	366.56
11/8/2022	Animal & Pest Control Specialists	BILL Check	188.00
11/8/2022	Aquatic Chemical Solutions, Inc.	BILL Check	6,028.76
11/8/2022	BSN Sports, LLC	Vendor Direct Virtual Card	2,289.00
11/8/2022	Callan Pest Management Services, Inc	BILL Check	425.00
11/8/2022	CEBT	Other	11,938.62
11/8/2022	Century Link	Other	157.32
11/8/2022	Century Link	Other	373.46
11/8/2022	Century Link	Other	754.47
11/8/2022	City of Commerce City	BILL Check	793.00
11/8/2022	CliftonLarsonAllen, LLP	BILL EFT	37,369.63
11/8/2022	Colorado Special Districts Property and Liability Pool	BILL Check	5,174.00
11/8/2022	Comcast Business	Vendor Direct Virtual Card	229.13
11/8/2022	CPS Distributors, Inc.	BILL Check	1,367.04
11/8/2022	Custom Flag Company	Vendor Direct Virtual Card	1,029.00

**Reunion Metropolitan District
Interim Claims
July 22, 2022 - November 10, 2022**

<u>Process Date</u>	<u>Vendor</u>	<u>Payment Method</u>	<u>Amount</u>
11/8/2022	Environmental Designs, Inc.	BILL Check	48,482.54
11/8/2022	General Air	Vendor Direct Virtual Card	709.84
11/8/2022	Greg Doyle	BILL Check	466.41
11/8/2022	Haynie & Company	BILL Check	4,400.00
11/8/2022	Home Depot Credit Services	BILL Check	151.91
11/8/2022	Intechgrity Automotive Excellence	BILL Check	1,002.56
11/8/2022	Kenny's Local Lawn & Exterior Home Care	BILL Check	94,008.75
11/8/2022	L.L. Johnson Distributing Company	Vendor Direct Virtual Card	665.28
11/8/2022	Mandy Thomas	BILL Check	233.00
11/8/2022	Mechanical Solutions, Inc	Vendor Direct Virtual Card	990.00
11/8/2022	MSI, LLC	BILL EFT	13,464.24
11/8/2022	NC Athletic LLC	BILL Check	2,515.00
11/8/2022	Playground Safety Solutions, LLC	BILL Check	680.00
11/8/2022	Renewable Earth Materials	BILL EFT	27,000.00
11/8/2022	Renner Sports Surfaces	BILL Check	11,078.80
11/8/2022	Schex Tech LLC	Vendor Direct Virtual Card	1,462.50
11/8/2022	Security Central, Inc.	BILL EFT	338.25
11/8/2022	Song of the Soul Yoga, LLC	BILL EFT	73.50
11/8/2022	Target Specialty Products	Vendor Direct Virtual Card	3,906.79
11/8/2022	Underwater Recovery Specialists	BILL Check	1,170.00
11/8/2022	United Power, Inc.	Other	7,532.58
11/8/2022	United Power, Inc.	Other	9,356.73
11/8/2022	Utility Notification Center of Colorado	BILL Check	145.60
11/8/2022	Verizon	BILL Check	91.59
11/8/2022	Wells Fargo Business Card	Other	1,370.15
11/8/2022	Wells Fargo Business Card	Other	6,910.76
11/8/2022	White Bear Ankele Tanaka & Waldron	BILL EFT	480.00
11/8/2022	White Bear Ankele Tanaka & Waldron	BILL EFT	9,933.02
11/8/2022	Xcel Energy	Other	83.94
11/8/2022	Xcel Energy	Other	1,518.58
11/8/2022	YMCA of Metropolitan Denver	BILL Check	49,207.86
			\$ 2,944,750.51

REUNION METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

September 30, 2022

**Reunion Metropolitan District
Balance Sheet - Governmental Funds
September 30, 2022**

	Governmental Funds					Business-Type Funds	All Funds
	General Fund	Spec Rev-Rec Center Fund	Spec Rev-HOA Fund	Debt Service Fund	Capital Projects Fund	Enterprise Fund	
ASSETS							
Cash	\$ 192,550	\$ 227,758	\$ 286,593	\$ -	\$ -	\$ -	\$ 706,901
Colostrust	1,381,256	994,521	205,298	946,365	782,502	1,406	4,311,348
UMB Bond Fund Series 2017	-	-	-	3,460,693	-	-	3,460,693
UMB - Subordinate Project Fund Series 2017B	-	-	-	-	8,999,543	-	8,999,543
UMB - Bond Fund Series 2021A	-	-	-	-	-	484,316	484,316
UMB - Reserve Fund Series 2021A	-	-	-	-	-	3,349,047	3,349,047
UMB - Surplus Fund Series 2021A	-	-	-	-	-	2,993,623	2,993,623
UMB - Revenue Fund Series 2021A	-	-	-	-	-	4	4
Accounts Receivable	6,205	38,271	61,754	-	-	-	106,230
Allowance for fees not collected	-	-	(15,000)	-	-	-	(15,000)
Prepaid and Other Assets	6,164	-	-	-	-	-	6,164
Due from Other Funds	11,243	-	-	-	-	650	11,893
Due from Other Government	170,346	-	-	-	-	-	170,346
ERU Credits	-	-	-	-	-	43,669,334	43,669,334
TOTAL ASSETS	\$ 1,767,764	\$ 1,260,550	\$ 538,645	\$ 4,407,058	\$ 9,782,045	\$ 50,498,380	\$ 68,254,442
LIABILITIES AND FUND BALANCE							
LIABILITIES							
Accounts Payable	\$ 211,898	\$ 82,778	\$ 9,973	\$ -	\$ 997,381	\$ 11,816	\$ 1,313,846
Accrued Wages	364	572	-	-	-	-	936
Homeowner escrow/deposits	-	-	12,165	-	-	-	12,165
Deferred revenue	-	159,012	44,641	-	-	-	203,653
Due to other government	-	-	-	-	575,700	-	575,700
Retainage payable	-	573	-	-	229,803	-	230,376
Due to Other Funds	-	-	-	-	650	11,243	11,893
Bonds payable, net	-	-	-	-	-	53,733,409	53,733,409
TOTAL LIABILITIES	212,262	242,935	66,779	-	\$ 1,803,534	53,756,468	56,081,978
FUND BALANCES	1,555,502	1,017,615	471,866	4,407,058	7,978,511	(3,258,088)	12,172,464
TOTAL LIABILITIES AND FUND BALANCE	\$ 1,767,764	\$ 1,260,550	\$ 538,645	\$ 4,407,058	\$ 9,782,045	\$ 50,498,380	\$ 68,254,442

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 September 30, 2022

General Fund

	Annual Budget	Year to Date Actual	Variance	Variance %
Revenue				
Interest income	\$ 290	\$ 9,203	\$ 8,913	3,073.32
Miscellaneous income	10,000	257	(9,743)	(97.43)
Alleyway costs reimbursement	3,000	3,000	-	-
Intergovernmental - NRMD 1	1,794,450	1,667,247	(127,203)	(7.08)
Intergovernmental - NRMD 2	993,713	883,862	(109,851)	(11.05)
Intergovernmental - NRMD 3	210,446	193,761	(16,685)	(7.92)
Intergovernmental - NRMD 4	7,393	6,794	(599)	(8.10)
Carriage Home (NRMD1 & 2 sub-district)	226,980	171,248	(55,732)	(24.55)
Sterling Duet fees (NRMD2)	35,000	55,242	20,242	57.83
Reunion Ridge F1 Fees (NRMD3)	-	19,646	19,646	(100.00)
Total Revenue	<u>3,281,272</u>	<u>3,010,260</u>	<u>(271,012)</u>	<u>(8.25)</u>
Expenditures				
District General Operations & Administration	332,780	256,824	75,956	22.82
Intergovernmental Expenditure	125,791	62,183	63,608	50.56
District Property Maintenance	3,145,296	1,823,529	1,321,767	42.02
Total Expenditures	<u>3,603,867</u>	<u>2,142,536</u>	<u>1,461,331</u>	<u>40.54</u>
Excess of Revenue Over (Under) Expenditures	(322,595)	867,724	1,190,319	368.98
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>\$ 1,555,502</u>	<u>\$ 1,325,747</u>	<u>577.02</u>

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Reunion Metropolitan District
Statement of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended September 30, 2022

Special Revenue Fund - Rec Center

	Annual Budget	Year To Date Actual	Variance	Variance %
Revenue				
Recreation Fees	\$ 957,600	\$ 821,622	\$ (135,978)	(14.19)
Allowance for fees not collected	(5,000)	-	5,000	100.00
Recreation Fees, Other	10,000	25,360	15,360	153.59
Program Fees	175,000	81,000	(94,000)	(53.71)
Interest Income	450	4,415	3,965	881.13
Miscellaneous Income	5,000	22,426	17,426	348.50
Total Revenue	<u>1,143,050</u>	<u>954,823</u>	<u>(188,227)</u>	<u>(16.46)</u>
Expenditures				
Rec Center Operations	794,604	574,422	220,182	27.70
Reunion Park Pool Operations	203,731	126,092	77,639	38.10
Southlawn Pool Operations	177,901	112,169	65,732	36.94
Programs	172,090	84,565	87,525	50.86
Reunion Park Concession Building	19,100	7,596	11,504	60.22
Reunion Coffee House	39,000	9,031	29,969	76.84
Recreation Amenities	275,000	28,475	246,525	89.64
Total Expenditures	<u>1,681,426</u>	<u>942,350</u>	<u>739,076</u>	<u>43.95</u>
Total Excess of Revenue Over (Under) Ex- penditures	<u>(538,376)</u>	<u>12,473</u>	<u>550,849</u>	<u>102.31</u>
Fund Balance - Beginning	<u>1,005,190</u>	<u>1,005,190</u>	<u>0</u>	<u>-</u>
Fund Balance - Ending	<u>\$ 466,814</u>	<u>\$ 1,017,663</u>	<u>\$ 550,849</u>	<u>118.00</u>

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Reunion Metropolitan District
Statement of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended September 30, 2022

Special Revenue Fund - HOA

	Annual Budget	Year To Date Actual	Variance	Variance %
Revenue				
Assessment	\$ 268,800	\$ 230,660	\$ (38,140)	(14.18)
HOA other fees	2,000	-	(2,000)	(100.00)
Violations and penalties	5,000	33,270	28,270	565.40
Allowance for fees not collected	(15,000)	-	15,000	100.00
AR Processing	15,000	43,962	28,962	193.07
Legal Fees Reimbursement	5,000	19,263	14,263	285.26
Interest Income	300	888	588	195.74
Total Revenue	<u>281,100</u>	<u>328,043</u>	<u>46,943</u>	<u>16.69</u>
Expenditures				
HOA Operating Expenses	277,389	235,114	42,275	15.24
Total Expenditures	<u>277,389</u>	<u>235,114</u>	<u>42,275</u>	<u>15.24</u>
Excess of Revenue Over (Under) Expenditures	3,711	92,929	89,218	2,404.15
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>\$ 471,866</u>	<u>\$ 87,861</u>	<u>22.88</u>

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SUPPLEMENTARY INFORMATION

Reunion Metropolitan District
Schedule of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended September 30, 2022

Debt Service Fund

	Annual Budget	Year To Date Actual	Variance	Variance %
Revenue				
Interest Income	1,000	13,370	12,370	1,237.04
MLEPA payment from NR1MD	-	3,454,673	3,454,673	100.00
Total Revenue	<u>1,000</u>	<u>3,468,043</u>	<u>3,467,043</u>	<u>346,704.28</u>
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	-	-
Total Expenditures	<u>2,754,794</u>	<u>3,500</u>	<u>2,751,294</u>	<u>(99.87)</u>
Total Excess of Revenue Over (Under) Expenditures	<u>(2,753,794)</u>	<u>3,464,543</u>	<u>6,218,337</u>	<u>(225.80)</u>
Other Financing Sources (Uses)				
Transfer from other fund	2,478,794	319,388	(2,159,406)	(87.11)
Total Other Financing Sources (Uses)	<u>2,478,794</u>	<u>319,388</u>	<u>(2,159,406)</u>	<u>(87.11)</u>
Total Excess of Rev & Other Financing Sources	<u>(275,000)</u>	<u>3,783,931</u>	<u>4,058,931</u>	<u>(1,475.97)</u>
Fund Balance - Beginning	<u>275,000</u>	<u>623,127</u>	<u>348,127</u>	<u>126.59</u>
Fund Balance - Ending	<u>-</u>	<u>4,407,058</u>	<u>4,407,058</u>	<u>100.00</u>

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Reunion Metropolitan District
Schedule of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended September 30, 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	911,181	(558,819)	(38.01)
Miscellaneous Income	-	69,439	69,439	100.00
Interest Income	-	48,125	48,125	100.00
Cost Reimbursement South Adams County W&S	-	399,814	399,814	100.00
MLEPA payment from NR1MD	2,436,399	63,908	(2,372,491)	(97.37)
MLEPA payment from NR4MD	19,974	18,651	(1,323)	(6.62)
Transfer from NR3	4,451,000	4,451,000	-	-
Total Revenue	8,561,123	6,141,493	(2,419,630)	(28.26)
Expenditures				
Intergovernmental-SDFs to NR2	147,000	143,500	3,500	(2.38)
Intergovernmental-SDFs to NR3	957,600	572,850	384,750	(40.17)
Legal services	30,000	42,652	(12,652)	42.17
Accounting	15,000	20,241	(5,241)	34.94
District management	5,000	1,624	3,376	(67.52)
Capital Projects				
Engineering	50,000	26,001	23,999	(47.99)
Second Creek Crossing - O'Brian Canal/Regional Pond	-	24,200	(24,200)	100.00
Reunion Village 7-B & 7-E	-	4,970	(4,970)	100.00
112th Ave/Chambers/Parkside	-	92,700	(92,700)	100.00
Reunion Ridge Filing 1	20,000	294,729	(274,729)	1,373.64
Walden Street	-	299,943	(299,943)	100.00
Filing 35/36 Landscaping	727,300	-	727,300	(100.00)
Filing 37 Landscaping	743,200	1,188,203	(445,003)	59.87
Reunion Village 7A	-	114,390	(114,390)	100.00
Chambers Road (106th to 112th)	-	183,316	(183,316)	100.00
Filing 26A Landscape	-	144	(144)	100.00
Reunion Ridge Filing 1Landscape	3,600,000	1,619,824	1,980,176	(55.00)
Filing 38 Infrastructure	-	457,231	(457,231)	100.00
Filing 27 Landscape	-	27,314	(27,314)	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	4,332,965	2,687,535	(38.28)
Contingency	101,600	-	101,600	(100.00)
Total Expenditures	8,276,700	5,113,832	3,162,868	(38.21)
Excess of Revenue Over (Under) Expenditures	284,423	1,027,661	743,238	261.31
Other Financing Sources (Uses)				
Developer advance	5,804,886	2,484,330	(3,320,556)	(57.20)
Developer repayment	(4,451,000)	(4,451,000)	-	-
Bond issuance	-	5,000,000	5,000,000	100.00
Transfer to other fund	(2,478,794)	(319,388)	2,159,406	(87.11)
Total Other Financing Sources (Uses)	(1,124,908)	2,713,942	3,838,850	(341.25)

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Reunion Metropolitan District
Schedule of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended September 30, 2022

Capital Projects Fund

	<u>Annual Budget</u>	<u>Year To Date Actual</u>	<u>Variance</u>	<u>Variance %</u>
Excess of Revenue & Other Financing Sources Over Expenditures & Other Uses	<u>(840,485)</u>	<u>3,741,603</u>	<u>4,582,088</u>	<u>(545.17)</u>
Fund Balance - Beginning	<u>862,144</u>	<u>4,262,408</u>	<u>3,400,264</u>	<u>394.39</u>
Fund Balance - Ending	<u>\$ 21,659</u>	<u>\$ 8,004,011</u>	<u>\$ 7,982,352</u>	<u>36,854.66</u>

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**Reunion Metropolitan District
Schedule of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended September 30, 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	51,782	51,282	100.00
Total Revenue	3,699,122	51,782	(3,647,340)	(200.00)
Expenditures				
ERU Admin Fee	10,250	10,000	250	2.44
Administrative and Filing Fees	5,200	5,726	(526)	(10.12)
Bond Interest - Series 2021A	1,610,406	805,203	805,203	50.00
Bond Principal - Series 2021A	835,000	-	835,000	100.00
Trustee Fees	10,000	10,632	(632)	(6.32)
Total Expenditures	2,470,856	831,561	1,639,295	36.00
Excess of Revenue Over (Under) Expenditures	1,228,266	(779,779)	(2,008,045)	(163.49)
Fund Balance - Beginning	6,348,746	7,585,766	1,237,020	-
Fund Balance - Ending	\$ 7,577,012	6,805,987	\$ (771,025)	(11.33)
Reconciliation of Budget to GAAP				
ERU credits		43,669,334		
Bonds payable		(53,733,409)		
Total Net Position		\$ (3,258,088)		

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**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.

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**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

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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>

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
September 30, 2022
As of November 10, 2022

	General Fund	Rec Center Fund	HOA Fund	Debt Service Fund	Capital Projects Fund	Enterprise Fund	Total
Wells Fargo Checking							
Balance as of 9/30/2022	\$ 173,398.97	\$ 163,681.98	\$ 95,917.50	\$ -	\$ 865.00	\$ -	\$ 433,863.45
Subsequent activities:							
10/03/22 Developer Advance #46	-	-	-	-	380,813.63	-	380,813.63
10/04/22 Century Link auto pay	-	(530.78)	-	-	-	-	(530.78)
10/05/22 Credit Card auto pay	(1,212.38)	(1,073.45)	-	-	-	-	(2,285.83)
10/06/22 United Power auto pay	(106.44)	-	-	-	-	-	(106.44)
10/06/22 MSI Payment	-	-	93,449.68	-	-	-	93,449.68
10/06/22 Wex auto pay	(281.03)	-	-	-	-	-	(281.03)
10/06/22 ADP Payroll	(12,474.88)	(8,316.59)	-	-	-	-	(20,791.47)
10/07/22 Nationwide ACH	(475.82)	(1,268.86)	-	-	-	-	(1,744.68)
10/11/22 Fitness equipment ACH	-	(4,096.80)	-	-	-	-	(4,096.80)
10/13/22 MSI Payment	-	-	85,036.24	-	-	-	85,036.24
10/14/22 Xcel Energy ACH	(938.07)	-	-	-	-	-	(938.07)
10/17/22 Truck lease ACH	(1,044.57)	-	-	-	-	-	(1,044.57)
10/17/22 Bill.com payables	-	-	-	-	(381,678.63)	-	(381,678.63)
10/18/22 CEBT ACH	(7,163.17)	(4,775.45)	-	-	-	-	(11,938.62)
10/18/22 Republic Services	(408.88)	-	-	-	-	-	(408.88)
10/20/22 Century Link auto pay	-	(135.89)	-	-	-	-	(135.89)
10/20/22 ADP Payroll	(12,247.96)	(8,165.30)	-	-	-	-	(20,413.26)
10/27/22 United Power auto pay	(4,484.07)	(2,922.89)	-	-	-	-	(7,406.96)
11/01/22 Century Link auto pay	-	(910.26)	-	-	-	-	(910.26)
11/02/22 Bill.com payables	-	(6,728.82)	-	-	-	-	(6,728.82)
11/04/22 ADP Payroll	(12,492.92)	(8,328.62)	-	-	-	-	(20,821.54)
11/07/22 Credit Card auto pay	(741.85)	(2,286.62)	-	-	-	-	(3,028.47)
11/08/22 United Power auto pay	-	(125.62)	-	-	-	-	(125.62)
11/08/22 South Adams water ACH	(195,496.29)	-	-	-	-	-	(195,496.29)
11/08/22 Fitness equipment ACH	-	(4,096.80)	-	-	-	-	(4,096.80)
11/08/22 Transfer from Colostrust	350,000.00	-	-	-	10,000.00	-	360,000.00
11/08/22 Bill.com payables	(210,521.61)	(88,989.98)	(22,421.46)	-	(6,748.47)	-	(328,681.52)
Anticipated Balance	63,183.40	21,054.87	251,981.96	-	3,251.53	-	339,471.77
Wells Fargo Lockbox							
Balance as of 9/30/2022	-	63,901.77	-	-	-	-	63,901.77
Subsequent activities:							
10/31/22 October deposits, net	-	5,803.81	-	-	-	-	5,803.81
Anticipated Balance	-	69,705.58	-	-	-	-	69,705.58
MSI Checking							
Balance as of 9/30/2022	-	-	190,675.71	-	-	-	190,675.71
Subsequent activities:							
10/06/22 Payment to Wells Fargo	-	-	(93,449.68)	-	-	-	(93,449.68)
Anticipated Balance	-	-	97,226.03	-	-	-	97,226.03
COLOTRUST PRIME (CO-01-1125-4001)							
Balance as of 9/30/2022	1,397,963.25	994,398.49	205,298.22	946,365.08	781,637.06	-	4,325,662.10
Subsequent activities:							
10/12/22 SDF Deposit	-	-	-	-	17,500.00	-	17,500.00
10/25/22 SDF Deposit	-	-	-	-	17,500.00	-	17,500.00
10/31/22 Transfer to RMD 2017 Bond Fund	-	-	-	(942,508.74)	-	-	(942,508.74)
10/31/22 Interest income	3,076.37	2,188.28	451.78	2,082.58	1,720.08	-	9,519.08
11/08/22 Transfer to Wells Fargo	(350,000.00)	-	-	-	(10,000.00)	-	(360,000.00)
Anticipated transfer SDF's to North Range MD No. 3	-	-	-	-	(575,700.00)	-	(575,700.00)
Anticipated Balance	1,051,039.62	996,586.77	205,750.00	5,938.92	232,657.14	-	2,491,972.44
COLOTRUST PRIME ENTERPRISE (CO-01-2069-8001)							
Balance as of 9/30/2022	2,118.66	-	-	-	-	1,527.15	3,645.81
Subsequent activities:							
10/31/22 Interest Income	-	-	-	-	-	9.94	9.94
Anticipated Balance	2,118.66	-	-	-	-	1,537.09	3,655.75
UMB - 2017 Bond Fund							
Balance as of 9/30/2022	-	-	-	3,460,692.69	-	-	3,460,692.69
Subsequent activities:							
10/31/22 Transfer from Colostrust	-	-	-	942,508.74	-	-	942,508.74
10/31/22 Interest income	-	-	-	7,185.96	-	-	7,185.96
Anticipated principal and interest payment	-	-	-	(4,410,117.98)	-	-	(4,410,117.98)
Anticipated Balance	-	-	-	269.41	-	-	269.41
UMB - 2017 Project Fund - District No. 2 Subaccount							
Balance as of 9/30/2022	-	-	-	-	8,999,543.40	-	8,999,543.40
Subsequent activities:							
10/31/22 Interest Income	-	-	-	-	18,520.90	-	18,520.90
Anticipated Balance	-	-	-	-	9,018,064.30	-	9,018,064.30
UMB - 2021 Reserve Fund							
Balance as of 9/30/2022	-	-	-	-	-	3,349,046.75	3,349,046.75
Subsequent activities:							
10/31/22 Interest Income	-	-	-	-	-	8,687.73	8,687.73
Anticipated Balance	-	-	-	-	-	3,357,734.48	3,357,734.48

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
September 30, 2022
As of November 10, 2022

	General Fund	Rec Center Fund	HOA Fund	Debt Service Fund	Capital Projects Fund	Enterprise Fund	Total
UMB - 2021 Bond Fund							
Balance as of 9/30/2022	-	-	-	-	-	484,315.55	484,315.55
Subsequent activities:							
10/31/22 Interest Income	-	-	-	-	-	1,256.42	1,256.42
Anticipated transfer from Surplus Fund	-	-	-	-	-	1,154,631.16	1,154,631.16
Anticipated principal and interest payment	-	-	-	-	-	(1,640,203.13)	(1,640,203.13)
Anticipated Balance	-	-	-	-	-	-	-
UMB - 2021 Revenue Fund							
Balance as of 9/30/2022	-	-	-	-	-	3.94	3.94
Subsequent activities:							
Anticipated Balance	-	-	-	-	-	3.94	3.94
UMB - 2021 Surplus Fund							
Balance as of 9/30/2022	-	-	-	-	-	2,993,623.58	2,993,623.58
Subsequent activities:							
10/31/22 Interest Income	-	-	-	-	-	7,765.70	7,765.70
Anticipated transfer to Bond Fund	-	-	-	-	-	(1,154,631.16)	(1,154,631.16)
Anticipated Balance	-	-	-	-	-	1,846,758.12	1,846,758.12
Anticipated total balance	\$ 1,116,341.68	\$ 1,087,347.22	\$ 554,957.99	\$ 6,208.33	\$ 9,253,972.97	\$ 5,206,033.63	\$ 17,127,635.79

Yield information (thru 10/31/2022):

Colostrust Prime - 2.58%
Colostrust Plus - 3.21%

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
RESOLUTION TO AMEND 2022 BUDGET**

WHEREAS, the Board of Directors of Reunion Metropolitan District (the “**District**”) certifies that at a regular meeting of the Board of Directors of the District held November 15, 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:

Special Revenue Fund – HOA	\$277,389
Debt Service Fund	\$2,754,794
Capital Projects Fund	\$15,206,494
Enterprise Fund	\$2,470,856

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:

Special Revenue Fund – HOA	\$314,653
Debt Service Fund	\$4,426,513
Capital Projects Fund	\$17,212,202
Enterprise Fund	\$2,475,656

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.

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ADOPTED NOVEMBER 15, 2022.

DISTRICT:

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

By: _____
Officer of the District

Attest:

By: _____

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 November 15, 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 November, 2022.

REUNION METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2023

**REUNION METROPOLITAN DISTRICT
SUMMARY
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

11/11/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 9/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 6,293,311	\$ 9,067,952	\$ 14,543,206	\$ 14,543,206	\$ 11,412,816
REVENUES					
Intergovernmental revenues	5,076,948	8,206,149	6,538,032	6,668,158	6,101,251
Interest income	1,611	2,540	127,783	149,000	150,100
Development fees	5,301,512	1,653,750	1,090,556	1,649,375	656,250
Developer advance	14,505,459	5,804,886	2,484,330	3,061,949	654,715
Recreation center revenue, net	1,386,235	1,137,600	927,982	1,202,674	1,347,800
HOA revenue, net	105,298	280,800	327,155	418,082	338,400
Miscellaneous income	141,906	15,000	92,122	62,865	15,000
Transfer from NRMD 3	7,561,295	4,451,000	4,451,000	4,451,000	-
Cost reimbursements	-	-	399,814	699,814	5,201,000
Bond proceeds - Series 2017	-	-	5,000,000	5,000,000	-
Bond proceeds - Series 2021A	44,425,000	-	-	-	-
Bond proceeds - Series 2021B	10,135,000	-	-	-	-
Enterprise revenues	4,255,766	3,698,622	-	-	4,766,335
Total revenues	92,896,030	25,250,347	21,438,774	23,362,917	19,230,851
TRANSFERS IN	1,709,016	-	319,388	255,481	-
Total funds available	100,898,357	34,318,299	36,301,368	38,161,604	30,643,667
EXPENDITURES					
General government					
General & administration	310,671	332,780	256,824	336,782	342,250
Intergovernmental	564,191	272,791	205,683	205,683	34,972
Operations					
District property management	2,231,491	3,145,296	1,823,530	2,782,508	3,628,405
Recreation center operations	1,028,579	1,541,426	942,351	1,505,126	1,743,039
HOA operations	251,314	277,389	235,113	314,653	331,930
Debt Service	1,085,904	2,754,794	3,500	4,413,618	2,317,780
Capital Projects	17,808,134	12,580,700	9,421,332	14,395,375	10,870,000
Enterprise	61,365,851	2,470,856	831,561	2,475,656	2,535,644
Total expenditures	84,646,135	23,376,032	13,719,894	26,429,401	21,804,020
TRANSFERS OUT	1,709,016	2,478,794	319,388	319,388	-
Total expenditures and transfers out requiring appropriation	86,355,151	25,854,826	14,039,282	26,748,789	21,804,020
ENDING FUND BALANCES	\$ 14,543,206	\$ 8,463,473	\$ 22,262,086	\$ 11,412,816	\$ 8,839,646
STERLING DUET RESERVE	\$ 21,124	\$ -	\$ 58,554	\$ 64,124	\$ 128,004
REUNION RIDGE F1 RESERVE	-	-	19,646	20,000	24,646
CARRIAGE HOME RESERVE	142,169	207,666	150,653	189,617	226,597
2021 RESERVE FUND	3,341,906	3,341,906	3,341,906	3,341,906	3,341,906
2021 SURPLUS FUND	4,243,860	4,235,106	3,464,081	1,833,204	4,179,895
TOTAL RESERVES	\$ 7,749,059	\$ 7,784,678	\$ 7,034,840	\$ 5,448,851	\$ 7,901,048

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

11/11/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 9/30/2022	ESTIMATED 2022	BUDGET 2023
ASSESSED VALUATION					
Adams County					
State assessed	\$ 80	\$ 14,940	\$ 14,940	\$ 14,940	\$ 330
Agricultural	20	20	20	20	20
Personal property	1,550	284,350	284,350	284,350	7,680
Certified Assessed Value	<u>\$ 1,650</u>	<u>\$ 299,310</u>	<u>\$ 299,310</u>	<u>\$ 299,310</u>	<u>\$ 8,030</u>
MILL LEVY					
General	0.000	0.000	0.000	0.000	0.000
Total mill levy	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>
PROPERTY TAXES					
General	\$ -	\$ -	\$ -	\$ -	\$ -
Levied property taxes	-	-	-	-	-
Budgeted property taxes	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
BUDGETED PROPERTY TAXES					
General	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND SUMMARY
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

11/11/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 9/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 456,347	\$ 552,350	\$ 687,778	\$ 687,778	\$ 613,418
REVENUES					
MLEPA Payment - NR1MD	1,732,483	1,794,450	1,667,247	1,667,247	1,647,911
MLEPA Payment - NR2MD	820,725	993,713	883,862	883,862	1,072,083
MLEPA Payment - NR3MD	10,852	210,446	193,761	193,761	726,479
MLEPA Payment - NR4MD	522	7,393	6,794	6,794	1,813
Alleyway costs reimbursement (NRMD1 sub-district)	3,000	3,000	3,000	3,000	3,000
Carriage Homes (NRMD1 sub-district)	37,375	37,440	28,080	37,440	37,440
Carriage Homes (NRMD2 sub-district)	176,632	189,540	143,168	190,008	189,540
Sterling duet fees (F36)	21,124	35,000	55,242	78,000	113,880
Reunion Ridge F1 Fees (NRMD3)	-	-	19,646	35,000	20,000
Interest income	61	290	9,203	11,000	8,000
Miscellaneous income	8,042	10,000	257	1,000	10,000
Total revenues	<u>2,810,816</u>	<u>3,281,272</u>	<u>3,010,260</u>	<u>3,107,112</u>	<u>3,830,146</u>
 Total funds available	 <u>3,267,163</u>	 <u>3,833,622</u>	 <u>3,698,038</u>	 <u>3,794,890</u>	 <u>4,443,564</u>
EXPENDITURES (see detail)					
General government					
General & administration	310,671	332,780	256,824	336,782	342,250
Intergovernmental	37,223	125,791	62,183	62,183	34,972
Operations					
District property management	2,231,491	3,145,296	1,823,530	2,782,508	3,628,405
Total expenditures	<u>2,579,385</u>	<u>3,603,867</u>	<u>2,142,537</u>	<u>3,181,473</u>	<u>4,005,627</u>
Total expenditures and transfers out requiring appropriation	<u>2,579,385</u>	<u>3,603,867</u>	<u>2,142,537</u>	<u>3,181,473</u>	<u>4,005,627</u>
 ENDING FUND BALANCES	 <u>\$ 687,778</u>	 <u>\$ 229,755</u>	 <u>\$ 1,555,501</u>	 <u>\$ 613,418</u>	 <u>\$ 437,937</u>
STERLING DUET RESERVE	\$ 21,124	\$ -	\$ 58,554	\$ 64,124	\$ 128,004
REUNION RIDGE F1 RESERVE	-	-	19,646	20,000	24,646
CARRIAGE HOME RESERVE	142,169	207,666	150,653	189,617	226,597
AVAILABLE FOR OPERATIONS	524,485	22,089	1,326,648	339,677	58,690
TOTAL RESERVE	<u>\$ 687,778</u>	<u>\$ 229,755</u>	<u>\$ 1,555,501</u>	<u>\$ 613,418</u>	<u>\$ 437,937</u>

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

11/11/2022

Account	ACTUAL 2021	BUDGET 2022	ACTUAL 9/30/2022	ESTIMATED 2022	BUDGET 2023
GENERAL & ADMINISTRATION					
MISCELLANEOUS OUTSIDE SERVICES	\$ 1,865	\$ 1,500	\$ -	\$ 1,000	\$ 1,500
PRINT AND COPY	4,773	3,500	2,292	3,000	3,500
MISCELLANEOUS EXPENSE	1,530	2,000	45	500	2,000
COMPUTER SUPPLIES AND EQUIPMENT	29	2,000	-	250	2,000
IT MANAGEMENT SERVICES	18,621	7,000	5,288	7,000	7,000
ELECTIONS	-	5,000	12,653	12,653	5,000
MEMBERSHIP / PROFESSIONAL ASSOCIATIONS	1,238	1,500	1,237	1,237	1,500
LEGAL SERVICES	85,526	93,500	83,012	112,000	100,000
OFFICE SUPPLIES	156	750	266	750	750
ACCOUNTING	73,561	83,500	63,686	83,500	96,000
AUDIT	9,500	9,700	4,400	10,500	11,500
DISTRICT MANAGEMENT	88,069	92,610	52,681	72,000	76,500
INSURANCE	23,394	25,220	27,392	27,392	30,000
EMPLOYEE RELATIONS	2,409	5,000	3,872	5,000	5,000
Total general and administration	\$ 310,671	\$ 332,780	\$ 256,824	\$ 336,782	\$ 342,250

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

11/11/2022

Account	ACTUAL 2021	BUDGET 2022	ACTUAL 9/30/2022	ESTIMATED 2022	BUDGET 2023
INTERGOVERNMENTAL					
NRMD NO. 1 DIRECT COSTS					
Audit	\$ 5,000	\$ 5,100	\$ 5,500	\$ 5,500	\$ -
FICA Expense	153	230	99	99	-
Director Fees	2,000	3,000	1,900	1,900	-
Dues and Membership	1,238	1,300	1,238	1,238	-
Insurance	4,592	5,000	3,877	3,877	-
Legal Services	1,656	2,500	-	-	-
Miscellaneous	-	1,000	36	36	-
Election Expense	-	40,000	30,265	30,265	-
Total NRMD No. 1	14,639	58,130	42,915	42,915	-
NRMD NO. 2 DIRECT COSTS					
Audit	2,900	3,000	-	-	-
FICA Expense	92	161	-	-	-
Director Fees	1,200	2,100	-	-	-
Dues and Membership	892	1,000	-	-	-
Insurance	4,736	5,000	4,244	4,244	-
Legal Services	1,157	2,500	-	-	-
Miscellaneous	23	1,000	34	34	-
Election Expense	-	25,000	1,724	1,724	-
Total NRMD No. 2	11,000	39,761	6,002	6,002	-
NRMD NO. 3 DIRECT COSTS					
Audit	4,000	4,200	4,800	4,800	5,200
Director Fees	-	-	-	-	900
FICA Expense	-	-	-	-	72
Election Expense	-	10,000	1,579	1,579	15,000
Dues and Membership	281	1,000	455	455	1,000
Legal Services	1,037	3,000	-	-	3,000
Insurance	3,020	3,500	2,572	2,572	3,500
Miscellaneous	-	-	33	33	100
Total NRMD No. 3	8,338	21,700	9,439	9,439	28,772
NRMD NO. 4 DIRECT COSTS					
Election Expense	-	2,000	1,019	1,019	2,000
Dues and Membership	226	300	236	236	300
Legal Services	-	500	-	-	500
Insurance	3,020	3,400	2,572	2,572	3,400
Total NRMD No. 4	3,246	6,200	3,827	3,827	6,200
Total North Range Districts Nos. 1-4	\$ 37,223	\$ 125,791	\$ 62,183	\$ 62,183	\$ 34,972

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

11/11/2022

Account	ACTUAL 2021	BUDGET 2022	ACTUAL 9/30/2022	ESTIMATED 2022	BUDGET 2023
DISTRICT PROPERTY MAINTENANCE					
OPERATIONS MANAGEMENT					
Wages	\$ 315,182	\$ 405,000	\$ 244,119	\$ 375,000	\$ 465,000
Payroll expense	68,487	81,000	73,183	95,000	139,500
FICA Expense	25,252	30,983	18,458	28,688	35,573
Unemployment expenses	680	2,025	977	1,500	2,325
Employer match deferred comp	5,513	7,088	4,124	5,300	8,138
Training	1,259	5,000	1,016	4,000	6,000
Uniforms	3,904	4,000	1,854	3,900	4,500
Operating supplies	15,694	15,000	358	6,000	16,000
Communication	1,918	3,500	1,550	3,500	3,675
Miscellaneous outside services	17,647	26,250	36,466	40,000	45,000
Auto reimbursement	-	1,000	-	-	1,000
Lighting	8,815	25,000	-	24,000	25,000
Total operations management	464,351	605,846	382,105	586,888	751,711
IRRIGATION					
Operating Supplies	30,657	60,000	31,956	60,000	65,000
Gas and fuel	11,246	11,000	6,854	11,000	13,000
Communication	-	25,000	470	23,000	25,000
Repair services	33,886	30,000	9,774	20,000	30,000
Electricity	29,898	41,900	28,819	32,000	44,000
Water and sewer	573,151	900,000	483,449	750,000	945,000
Total irrigation operations	678,838	1,067,900	561,322	896,000	1,122,000
LANDSCAPE MAINTENANCE					
Operating supplies	9,102	9,000	10,158	11,000	11,000
Miscellaneous outside services	70,580	63,000	39,906	56,000	70,000
Contract maintenance	361,652	393,000	362,141	393,000	432,000
Fertilizer	59,517	94,500	39,519	70,000	73,500
Equipment rental	7,501	16,500	408	16,500	16,500
Tree Care / maintenance	100,092	130,000	103,612	120,000	130,000
Sub-district maintenance - Carriage Homes	188,084	168,000	162,764	180,000	190,000
Reunion Ridge F1 maintenance	-	-	-	15,000	15,000
Sterling Duet maintenance	-	35,000	17,812	35,000	50,000
Mulch maintenance program	84,000	84,000	84,000	84,000	90,000
Landscape enhancements	-	60,000	-	-	60,000
Total landscape maintenance	880,528	1,053,000	820,320	980,500	1,138,000
MISCELLANEOUS					
Snow removal	10,223	4,500	4,736	6,000	6,000
Snow removal - alley	2,032	3,000	194	3,000	3,000
Rodent control	4,377	8,500	289	4,000	8,500
Maintenance - Drainage, Channels, Ponds, Pipes	135,951	12,000	-	-	-
Waste water maintenance	540	850	540	850	900
Reserve study	-	-	-	-	5,000
Snow removal - equipment rental	-	6,300	-	-	6,300
Fence repair	21	8,400	6,412	8,400	5,000
Equipment purchase/projects/lease	48,445	30,000	30,584	35,000	58,000
Equipment repairs	-	-	-	15,000	15,000
Stormwater facilities maintenance	-	195,000	5,674	130,000	287,280
Underdrain maintenance	-	140,000	9,539	111,870	211,714
Total miscellaneous	201,589	408,550	57,968	314,120	606,694
PLAYGROUND/PARK PAVILION					
Playground supplies	6,185	10,000	1,815	5,000	10,000
Total Playground Operations	6,185	10,000	1,815	5,000	10,000
Total District Property Management	\$ 2,231,491	\$ 3,145,296	\$ 1,823,530	\$ 2,782,508	\$ 3,628,405

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND- RECREATION SUMMARY
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

11/11/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 9/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 640,104	\$ 649,418	\$ 1,005,190	\$ 1,005,190	\$ 730,164
REVENUES					
Recreation fees	1,275,153	957,600	821,622	1,074,674	1,162,800
(Allowance for fees not collected)	-	(5,000)	-	-	(5,000)
Recreation fees, other	8,194	10,000	25,360	28,000	15,000
Program fees	102,888	175,000	81,000	100,000	175,000
Interest income	83	450	4,415	5,000	5,900
Miscellaneous income	7,347	5,000	22,426	22,426	5,000
Total revenues	<u>1,393,665</u>	<u>1,143,050</u>	<u>954,823</u>	<u>1,230,100</u>	<u>1,358,700</u>
Total funds available	<u>2,033,769</u>	<u>1,792,468</u>	<u>1,960,013</u>	<u>2,235,290</u>	<u>2,088,864</u>
EXPENDITURES (see detail)					
Recreation Center operations	596,215	794,603	574,421	817,475	1,083,517
Pool operations	202,179	381,632	238,263	281,091	429,172
Recreation programs	116,026	172,091	84,564	105,190	169,500
Concession building	10,779	19,100	7,597	10,720	19,250
Reunion coffee house	15,747	39,000	9,031	15,650	41,600
Recreation amenities	87,633	135,000	28,475	275,000	-
Total expenditures	<u>1,028,579</u>	<u>1,541,426</u>	<u>942,351</u>	<u>1,505,126</u>	<u>1,743,039</u>
Total expenditures and transfers out requiring appropriation	<u>1,028,579</u>	<u>1,541,426</u>	<u>942,351</u>	<u>1,505,126</u>	<u>1,743,039</u>
ENDING FUND BALANCES	<u>1,005,190</u>	<u>251,042</u>	<u>1,017,662</u>	<u>730,164</u>	<u>345,825</u>
LESS: REPLACEMENT RESERVE - FFE	<u>(25,000)</u>	<u>(25,000)</u>	<u>(25,000)</u>	<u>(25,000)</u>	<u>(25,000)</u>
LESS: REPLACEMENT RESERVE - MECHANICAL	<u>(25,000)</u>	<u>(25,000)</u>	<u>(25,000)</u>	<u>(25,000)</u>	<u>(25,000)</u>
LESS: RECEIVABLES - NONSPENDABLE	<u>(39,719)</u>	<u>(25,000)</u>	<u>(60,810)</u>	<u>(25,000)</u>	<u>(25,000)</u>
NET FUND BALANCE	<u>\$ 915,471</u>	<u>\$ 176,042</u>	<u>\$ 906,852</u>	<u>\$ 655,164</u>	<u>\$ 270,825</u>

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND - RECREATION
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

11/11/2022

Account	ACTUAL 2021	BUDGET 2022	ACTUAL 9/30/2022	ESTIMATED 2022	BUDGET 2023
RECREATION CENTER OPERATIONS					
Wages	\$ 241,230	\$ 250,000	\$ 165,639	\$ 250,000	\$ -
Payroll expense	39,494	50,000	26,506	45,000	-
FICA expense	19,425	19,124	12,605	20,000	-
Unemployment expenses	535	1,250	644	1,000	-
Employer match deferred comp	5,051	6,250	2,676	3,100	-
Training	1,041	-	272	400	500
Uniforms	-	3,000	1,300	2,600	3,000
Operating supplies	10,688	16,000	10,389	12,000	14,000
Communication	625	2,000	225	450	2,000
Repair services	161	10,000	756	1,000	13,200
Miscellaneous outside services	13,916	13,000	16,648	18,500	13,000
Auto Reimbursement	823	1,000	234	468	15,000
Contract maintenance	12,513	11,000	110,097	148,600	506,000
Electricity	27,961	35,000	21,177	26,000	35,000
Water and Sewer	4,718	12,000	3,428	5,000	12,000
Phone charges	1,181	3,000	2,160	4,320	3,000
Equipment rental	-	1,000	-	-	1,000
Janitorial services	-	6,000	-	6,000	17,400
Natural gas	14,591	15,000	15,293	25,000	30,000
Print and copy	1,386	2,500	2,032	3,000	3,000
Conferences	-	2,000	-	-	2,000
Miscellaneous expense	-	500	697	1,000	500
Computer supplies and equipment	1,455	2,000	4,347	7,500	2,000
Postage	-	200	-	-	200
Membership	250	250	250	250	250
Office supplies	-	200	139	200	200
Accounting	26,453	30,076	22,939	30,076	34,587
District Management	22,708	23,153	52,681	71,018	76,500
Community Events	29,232	22,500	16,228	22,500	30,000
Insurance	24,909	28,000	28,083	28,083	31,000
Bad debt expense	159	500	-	-	500
Replacement program	18,952	135,000	-	-	160,000
Reserve study	-	-	-	-	5,000
Major repair	-	5,000	-	-	5,000
Fitness Equipment	49,162	52,000	36,871	52,000	36,900
Cable and satellite	1,680	2,500	1,848	2,500	2,700
Internet Charges	9,484	12,000	8,395	12,000	10,500
Pest control	2,580	2,600	1,935	2,580	2,580
Waste removal	9,688	10,000	3,763	7,000	10,000
Website management	4,164	9,000	4,164	8,330	5,000
Total Recreation Center Operations	\$ 596,215	\$ 794,603	\$ 574,421	\$ 817,475	\$ 1,083,517
REUNION PARK CONCESSION BLDG					
Operating supplies	\$ -	\$ 500	\$ -	\$ 500	\$ 500
Repair services	-	1,500	-	-	1,500
Miscellaneous outside services	-	1,000	-	-	1,000
Electricity	1,974	2,800	1,161	2,000	2,800
Water and Sewer	6,591	7,500	5,896	7,500	7,500
Natural gas	1,494	5,000	-	-	5,000
Pest control	720	800	540	720	950
Total Reunion Park Concession Building	\$ 10,779	\$ 19,100	\$ 7,597	\$ 10,720	\$ 19,250

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND - RECREATION
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

11/11/2022

Account	ACTUAL 2021	BUDGET 2022	ACTUAL 9/30/2022	ESTIMATED 2022	BUDGET 2023
POOL OPERATIONS - REUNION PARK					
5000 Wages	5,253	13,500	10,764	10,764	-
5020 FICA expense	403	1,033	817	817	-
5030 Unemployment expenses	19	68	43	43	-
5070 Uniforms	-	200	-	-	-
5080 Operating supplies	307	5,000	477	477	5,000
5110 Repair services	6,729	10,000	1,712	2,500	10,000
5140 Contract maintenance	70,410	111,030	87,488	111,030	157,251
5150 Electricity	6,968	12,600	6,895	7,500	10,000
5160 Water and sewer	3,410	10,500	2,617	4,500	9,000
5430 Lighting	-	1,000	-	-	-
5355 Waste water maintenance	-	4,800	-	-	-
5590 Chemicals	3,992	7,000	3,658	7,000	7,000
5670 Replacement Program	282	27,000	-	-	25,000
5710 Major Repair	-	-	-	-	20,000
Total pool operations	\$ 97,773	\$ 203,731	\$ 114,470	\$ 144,631	\$ 243,251
POOL OPERATIONS - SOUTHLAWN					
5000 Wages	\$ 6,725	\$ 13,500	\$ 10,764	10,764	\$ -
5020 FICA expense	516	1,033	817	817	-
5030 Unemployment expenses	25	68	43	43	-
5070 Uniforms	-	200	-	-	-
5080 Operating supplies	3,530	5,000	12	500	5,000
5110 Repair services	12,017	10,000	1,376	1,000	5,000
5140 Contract maintenance	69,967	90,600	87,200	90,600	132,421
5150 Electricity	5,484	12,600	3,497	4,500	7,500
5160 Water and sewer	3,755	10,500	2,283	4,300	9,000
5240 Natural gas	47	-	2,986	4,000	5,000
5430 Lighting	-	1,000	-	-	-
5355 Waste water maintenance	-	4,800	-	-	-
5590 Chemicals	1,618	7,000	1,879	7,000	8,000
5730 Equipment purchase	-	20,000	12,936	12,936	14,000
5750 Internet charges	722	1,600	-	-	-
Total pool operations	\$ 104,406	\$ 177,901	\$ 123,793	\$ 136,460	\$ 185,921
RECREATION PROGRAMS					
5000 Wages	56,332	75,500	29,233	29,233	-
5010 Payroll expense	11,788	13,000	5,243	5,243	-
5020 FICA expense	4,542	5,776	2,233	2,233	-
5030 Unemployment expenses	121	378	111	111	-
5040 Employer match deferred comp	1,020	1,887	380	380	-
5060 Training	-	-	-	-	2,500
5070 Uniforms	-	-	-	-	8,000
5080 Operating supplies	-	2,000	1,370	2,000	3,000
5100 Communication	625	550	225	500	1,000
5110 Repair services	-	-	-	-	-
5140 Contract maintenance	-	-	-	-	124,000
5300 Miscellaneous expense	-	1,000	1,332	-	-
5350 Membership	-	-	-	-	-
5560 Adult program - contract	4,065	2,000	1,675	3,300	4,000
5730 Equipment purchase	-	1,000	-	-	4,000
6110 Youth program - contract	25,026	43,000	25,572	45,000	23,000
6130 Youth sports - basketball	-	6,000	6,856	6,856	-
6150 Youth sports - CARA volleyball	1,283	5,500	2,611	2,611	-
6200 Youth sports - soccer	5,798	8,000	4,271	4,271	-
6210 Youth sports - t-ball	5,426	6,500	3,452	3,452	-
Total recreation programs	\$ 116,026	\$ 172,091	\$ 84,564	\$ 105,190	\$ 169,500
COFFEE HOUSE					
5080 Operating supplies	66	-	-	-	500
5140 Contract maintenance	5,234	2,200	2,648	3,500	2,500
5150 Electricity	9,317	9,000	4,357	9,000	10,000
5240 Natural gas	568	1,000	860	1,400	1,500
5300 Miscellaneous expense	562	200	300	500	500
5110 Repair services	-	8,000	116	250	10,000
5670 Replacement program	-	15,000	-	-	15,000
5211 Equipment rental	-	1,000	-	-	1,000
5710 Major repair	-	2,000	-	-	-
5760 Pest control	-	600	750	1,000	600
Total coffee house	\$ 15,747	\$ 39,000	\$ 9,031	\$ 15,650	\$ 41,600

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND - HOA SUMMARY
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

11/11/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 9/30/2022	ESTIMATED 2022	BUDGET 2023
FUND BALANCE - BEGINNING	\$ 524,887	\$ 380,294	\$ 378,937	\$ 378,937	\$ 483,366
REVENUES					
Assessment	-	268,800	230,660	301,664	326,400
AR processing fee	39,248	15,000	43,962	55,530	15,000
HOA other fees	-	2,000	-	-	2,000
Violations, penalties, other	37,688	5,000	33,270	35,000	5,000
(Allowance for fees not collected)	-	(15,000)	-	-	(15,000)
Legal fees reimbursement	28,362	5,000	19,263	25,888	5,000
Interest income	66	300	888	1,000	8,200
Total revenues	105,364	281,100	328,043	419,082	346,600
Total funds available	630,251	661,394	706,980	798,019	829,966
EXPENDITURES (see detail)					
HOA operations	251,314	277,389	235,113	314,653	331,930
Total expenditures	251,314	277,389	235,113	314,653	331,930
Total expenditures and transfers out requiring appropriation	251,314	277,389	235,113	314,653	331,930
FUND BALANCE - ENDING	378,937	384,005	471,867	483,366	498,036
LESS: RECEIVABLES - NONSPENDABLE	(30,142)	(50,000)	(34,713)	(50,000)	(50,000)
SPENDABLE FUND BALANCE	\$ 348,795	\$ 334,005	\$ 437,154	\$ 433,366	\$ 448,036

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND- HOA
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

11/11/2022

Account	ACTUAL 2021	BUDGET 2022	ACTUAL 9/30/2022	ESTIMATED 2022	BUDGET 2023
HOA OPERATIONS					
5300 Miscellaneous	\$ 26,155	\$ 22,000	\$ 8,483	\$ 10,000	\$ 20,000
5360 Legal services	25,947	30,000	20,842	28,000	35,000
5400 Accounting	18,960	21,500	16,399	21,500	24,725
5430 Lighting	-	3,000	-	-	-
5440 Community events	145	22,500	16,227	22,500	30,000
5450 District management	11,355	11,025	11,707	15,800	20,000
5470 Insurance	12,143	13,114	13,153	13,153	14,205
5500 HOA management contract	127,057	131,250	113,700	155,000	165,000
5510 HOA AR processing fee	28,867	21,000	34,152	48,000	21,000
5515 Bad debt expense	-	500	-	-	500
5780 Website management	685	1,500	450	700	1,500
Total HOA operations	\$ 251,314	\$ 277,389	\$ 235,113	\$ 314,653	\$ 331,930

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
DEBT SERVICE FUND
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

11/11/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 9/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 1	\$ 275,000	\$ 623,127	\$ 623,127	\$ 33,062
REVENUES					
Interest income	14	1,000	13,370	15,000	10,000
MLEPA payment from NR1MD	-	2,478,794	3,454,673	3,553,072	2,287,002
Total revenues	14	2,479,794	3,468,043	3,568,072	2,297,002
TRANSFERS IN	1,709,016	-	319,388	255,481	-
Total funds available	1,709,031	2,754,794	4,410,558	4,446,680	2,330,064
EXPENDITURES					
Bond principal	-	652,000	-	1,993,000	1,560,000
Bond interest	1,082,404	2,099,294	-	2,417,118	754,280
Paying agent/ Trustee fees	3,500	3,500	3,500	3,500	3,500
Total expenditures	1,085,904	2,754,794	3,500	4,413,618	2,317,780
Total expenditures and transfers out requiring appropriation	1,085,904	2,754,794	3,500	4,413,618	2,317,780
ENDING FUND BALANCES	\$ 623,127	\$ -	\$ 4,407,058	\$ 33,062	\$ 12,284

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

	11/11/2022				
	ACTUAL 2021	BUDGET 2022	ACTUAL 9/30/2022	ESTIMATED 2022	BUDGET 2023
FUND BALANCE - BEGINNING	\$ 4,671,972	\$ 862,144	\$ 4,262,408	\$ 4,262,408	\$ 4,377,696
REVENUES					
System Development fees NR2	250,625	183,750	179,375	179,375	-
System Development fees NR3	2,706,875	1,470,000	911,181	1,470,000	656,250
Intergovernmental - Commerce City:					
Impact fees NR2	67,317	-	-	-	-
Impact fees NR3	571,604	-	-	-	-
Sales/Use tax/Permit fees	1,705,091	-	-	-	-
MLEPA payment from NR1MD	2,272,980	2,436,399	63,908	-	-
MLEPA payment from NR4MD	1,255	19,974	18,651	19,974	2,103
Bond proceeds - Series 2017	-	-	5,000,000	5,000,000	-
Developer advance	4,370,459	5,804,886	2,484,330	3,061,949	654,715
Cost reimb - South Adams County W&S	-	-	399,814	399,814	-
Cost reimb - Commerce City	-	-	-	-	2,490,000
Cost reimb - Reunion Center MD	-	-	-	-	270,000
Cost reimb - Reunion Ridge MD	-	-	-	175,000	2,398,000
Cost reimb - Reunion Village MD	-	-	-	125,000	43,000
Transfer from NRMD3	7,561,295	4,451,000	4,451,000	4,451,000	-
Miscellaneous income	126,517	-	69,439	39,439	-
Interest income	536	-	48,125	52,000	2,000
Total revenues	19,634,554	14,366,009	13,625,823	14,973,551	6,516,068
Total funds available	24,306,526	15,228,153	17,888,231	19,235,959	10,893,764
EXPENDITURES					
Intergovernmental - SDFs to NR2	199,500	147,000	143,500	143,500	-
Intergovernmental - Impact fees NR2	67,317	-	-	-	-
Intergovernmental - Sales tax NR2	260,151	-	-	-	-
Intergovernmental - SDFs to NR3	1,721,400	957,600	572,850	957,600	427,500
Legal	25,601	30,000	42,652	50,000	30,000
Accounting	13,110	15,000	20,241	28,000	25,000
District management	1,106	5,000	1,624	2,000	5,000
Developer advance repayment	100,000	4,451,000	4,451,000	4,451,000	-
Capital outlay					
Priority Projects					
Filing 34 Infrastructure	18,099	-	-	-	-
Filing 34 Landscape	-	-	-	1,929,388	-
10A/B/104th Ave Landscape(F35)	74,223	-	-	-	-
Walden Street/104th traffic signal	558,336	-	299,943	299,943	-
Filing 26A Landscape	11,265	-	144	144	-
Filing 36 Landscape	1,295	727,300	-	727,300	-
Southlawn Pool	12,949	-	-	-	-
Altura Street (104th to 106th Ave)	-	1,520,000	-	20,000	3,250,000
Engineering	106,279	50,000	26,001	30,000	-
Second Creek Crossing - O'Brian Canal/Pond	101,159	-	24,200	35,000	-
Reunion Village 7-B & 7-E	87,021	-	4,970	5,000	-
Reunion Ridge Filing 1	9,035,659	20,000	294,729	300,000	-
Reunion Ridge Filing 1 Landscape	1,581,338	3,600,000	1,619,824	2,930,000	79,827
112th Ave/Chambers/Parkside	629,729	-	92,700	115,000	300,000
112th Ave/Parkside/Tower	5,520	-	-	-	-
112th Ave/Potomac/Chambers	25,000	-	-	-	-
Chambers Road (106th to 112th)	166,736	-	183,316	475,000	6,225,000
Mobile Street (Village 7)	3,997	-	-	-	-
Filing 27 landscape	7,855	-	27,314	40,000	-
Filing 37 Landscape	733,150	743,200	1,188,203	1,350,000	78,500
Filing 38 Infrastructure	2,010,936	-	571,621	650,000	12,307
High Plains Pkwy	-	-	-	-	220,000
Filing #2 Infrastructure (Biscay and 100th Ave)	-	360,000	-	-	-
Contingency	-	101,600	-	-	156,866
Water system fees	776,371	-	-	-	-
Fencing	-	-	-	-	60,000
Total expenditures	18,335,102	12,727,700	9,564,832	14,538,875	10,870,000
TRANSFERS OUT	1,709,016	2,478,794	319,388	319,388	-
Total expenditures and transfers out requiring appropriation	20,044,118	15,206,494	9,884,220	14,858,263	10,870,000
FUND BALANCE - ENDING	\$ 4,262,408	\$ 21,659	\$ 8,004,011	\$ 4,377,696	\$ 23,764
NRMD 4 MLEPA RESERVE	\$ 1,687	\$ 21,659	\$ 20,338	\$ 21,661	\$ 23,764

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
ENTERPRISE FUND
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

11/11/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 9/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ -	\$ 6,348,746	\$ 7,585,766	\$ 7,585,766	\$ 5,175,110
REVENUES					
Bond proceeds - Series 2021A	44,425,000	-	-	-	-
Bond proceeds - Series 2021B	10,135,000	-	-	-	-
Developer advance	10,135,000	-	-	-	-
Administrative fee	2,600	2,600	-	-	2,600
ERU building credits	3,479,595	2,787,926	-	-	3,803,655
ERU irrigation credits	773,571	908,096	-	-	960,080
Interest income	851	500	51,782	65,000	116,000
Total revenues	68,951,617	3,699,122	51,782	65,000	4,882,335
Total funds available	68,951,617	10,047,868	7,637,548	7,650,766	10,057,445
EXPENDITURES					
ERU admin fee	5,000	10,250	10,250	10,250	10,506
Cost of issuance	3,721,596	-	-	-	-
Administrative and filing fees	7,757	5,200	5,726	10,000	10,000
Bond interest - series 2021A	675,476	1,610,406	805,203	1,610,406	1,580,138
Bond principal - series 2021A	-	835,000	-	835,000	925,000
Trustee fees	-	10,000	10,382	10,000	10,000
Developer repayment	10,135,000	-	-	-	-
ERU credits purchase	46,821,022	-	-	-	-
Total expenditures	61,365,851	2,470,856	831,561	2,475,656	2,535,644
Total expenditures and transfers out requiring appropriation	61,365,851	2,470,856	831,561	2,475,656	2,535,644
ENDING FUND BALANCES	\$ 7,585,766	\$ 7,577,012	\$ 6,805,987	\$ 5,175,110	\$ 7,521,801
RESERVE FUND	\$ 3,341,906	\$ 3,341,906	\$ 3,341,906	\$ 3,341,906	\$ 3,341,906
SURPLUS FUND	4,243,860	4,235,106	3,464,081	1,833,204	4,179,895
TOTAL RESERVE	\$ 7,585,766	\$ 7,577,012	\$ 6,805,987	\$ 5,175,110	\$ 7,521,801

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
2023 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 1.50%.

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.

**REUNION METROPOLITAN DISTRICT
2023 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 2023 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 2023 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.

Reunion Ridge Filing 1 Fees

The District imposes a monthly maintenance fee of \$109.50 per quarter on all occupied residential properties within the boundaries of Reunion Ridge Filing 1 in order to fund the service costs of the filing. Carriage homes within Filing 1 also pay an additional \$65 per month.

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.

**REUNION METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

MLEPA Payments from North Range Districts – (continued)

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.

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 \$9,771 and for the RMD/ERU Irrigation Credits are \$7,197 in 2023.

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.

**REUNION METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures (Continued)

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.

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
2023 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.

This information is an integral part of the accompanying budget.

RESOLUTION
ADOPTING BUDGET, APPROPRIATING FUNDS AND CERTIFYING MILL LEVIES
FOR THE CALENDAR YEAR 2023

The Board of Directors of Reunion Metropolitan District (the “**Board**”), City of Commerce City, Adams County, Colorado (the “**District**”), held a regular meeting, via teleconference and at 17910 E. Parkside Drive North, Commerce City, Colorado on November 15, 2022, at the hour of 6:00 P.M.

Prior to the meeting, each of the directors was notified of the date, time and place of the budget meeting and the purpose for which it was called and a notice of the meeting was posted or published in accordance with §29-1-106, C.R.S.

[Remainder of Page Intentionally Left Blank]

NOTICE AS TO PROPOSED 2023 BUDGET

WHEREAS, the Board has designated its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held and interested electors were given the opportunity to register their protest to the proposed budget prior to the adoption of the budget by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2023. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2023 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2023 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2023 budget year, there is hereby levied a tax of

0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Mill Levy Adjustment. When developing the attached budget, consideration was given to any changes in the method of calculating assessed valuation, including any changes to the assessment ratios, or any constitutionally mandated tax credit, cut or abatement, as authorized in the District's service plan. The Board hereby determines in good faith (such determination to be binding and final), that to the extent possible, the adjustments to the mill levies made to account for changes in Colorado law described in the prior sentence, and the actual tax revenues generated by the mill levies, are neither diminished nor enhanced as a result of those changes.

Section 7. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of Adams County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 8. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 9. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 10. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

[Remainder of Page Intentionally Left Blank]

ADOPTED THIS NOVEMBER 15, 2022.

DISTRICT:

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

By: _____
Officer of the District

Attest:

By: _____

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 by a majority of the Board at a District meeting held via teleconference on November 15, 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 November, 2022.

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE



CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Special Districts Preparation SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and REUNION METROPOLITAN DISTRICT and NORTH RANGE METROPOLITAN DISTRICT NOS. 3 AND 4 (“you” and “your”). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

Shelby Clymer, CPA is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
 - Cash receipts journal
 - Cash disbursements journal
 - General ledger
 - Accounts receivable journals and ledgers
 - Deposits with banks and financial institutions
 - Schedule of disbursements
 - Bank account reconciliations
 - Investment records
 - Detailed development fee records
 - Process accounts payable including the preparation and issuance of checks for approval by the Board of Directors.
 - Prepare billings, record billings, enter cash receipts, and track revenues
 - Reconcile certain accounts regularly and prepare journal entries
 - Prepare depreciation schedules

- Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.
- Prepare a schedule of cash position to manage the district’s cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district’s board of directors.
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district’s board of directors in monitoring actual expenditures against appropriation/budget.
- Oversee investment of district funds based on investment policies established by the board of directors, but in any case, in accordance with State law.
- Research and make recommendations to the board of directors on financial investments and cash management matters, as requested.
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district’s auditors.
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.
- Review claims for reimbursement from related parties prior to the board of directors’ review and approval.
- Read supporting documentation related to the district’s acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy district policies, procedures, and agreements’ requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.
- Attend board meetings as requested.
- Be available during the year to consult with you on any accounting matters related to the district.
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors.
- Develop and track key business metrics as requested and review periodically with the board of directors.

- Document accounting processes and procedures
- Continue process and procedure improvement implementation
- Report and manage cash flows
- Assist with bank communications.
- Perform other non-attest services.

Compilation services

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

Preparation services – financial statements

We will prepare the monthly/quarterly/as requested financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

Preparation services – annual

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district’s auditors.

Preparation services – prospective financial information (i.e., unexpired budget information)

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management’s knowledge and belief, the entity’s expected financial position, results of operations, and cash flows for the forecast period. It is based on management’s assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a. Prepare monthly/quarterly/as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b. As requested, apply accounting and financial reporting expertise to assist you in the presentation of your monthly/quarterly/as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c. Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d. Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.
- e. If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f. If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any

wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation on the Application for Exemption from Audit (if an audit is not required), we will not issue report on the Application for Exemption from Audit as a result of this engagement.

No assurance statements

The monthly/quarterly/as requested financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: "No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances – governmental funds have been omitted if applicable, For business type activities, the Statement of Cash Flows has been omitted".

If an audit is required, the year-end financial statements prepared for use by the district's auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

Management responsibilities

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed

by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management's responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district's operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b. The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c. The presentation of the supplementary information.
- d. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e. The prevention and detection of fraud.
- f. To ensure that the entity complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h. To provide us with the following:
 - i. Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
 - ii. Additional information that may be requested for the purpose of the engagement.
 - iii. Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the Board Treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

Use of financial statements, the annual budget, the Application for Exemption from Audit

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Municipal advisors

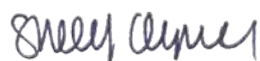
For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP



Shelby Clymer, CPA
Principal
Shelby.Clymer@CLAconnect.com

APPROVED:

Signature

Title

Date



CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Special Districts Payroll Services SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and REUNION METROPOLITAN DISTRICT and NORTH RANGE METROPOLITAN DISTRICT NO. 3 (“you” and “your”). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of payroll preparation services

We will provide the following payroll preparation services from information you provide:

- For each pay period:
 - Perform payroll calculations
 - Prepare payroll checks or pay-stubs in the case of direct deposit of employee net pay
 - Initiate electronic transfer of funds for employee net pay and payroll tax deposit liabilities
 - Processing retirement plan contribution payments
 - Preparation of information needed for the retirement plan and other census information
- Prepare the following government forms annually for each calendar year-end (may be filed electronically):
 - All copies of required forms W-2 and W-3
 - Form 940 – Employers Annual Federal Unemployment Tax Return, if applicable
 - Form 943 – Employers Annual Tax Return for Agricultural Employees
 - All necessary state forms, if applicable
- If applicable, prepare the following government reporting forms for each calendar quarter-end (may be filed electronically):
 - Form 941 – Employers Quarterly Tax Return
 - State Employers Quarterly Withholding Return
 - State Employers Quarterly Unemployment Tax Return (SUTA)
 - Initiate electronic funds transfer for quarterly Federal Unemployment Tax (FUTA) liability
- Cash access services related to payroll services
 - Obtain one or more signature stamps bearing the name(s) and facsimile signature(s) of any of your officer(s) who are responsible for signing checks and bank drafts on your behalf.

- Obtain access to electronic signatures or signatures embedded into cloud-based software for the purpose of drafting payments on your behalf.
- Prepare checks to be drawn upon your bank account(s) and to use the above noted methods to thereby finally approve such checks for payment by the corresponding bank(s).
- Initiate the direct deposit of employee net pay from funds drawn upon your bank account(s).
- The following services would impair independence
 - Accept responsibility to authorize payment of client funds, electronically or otherwise, except as specifically provided for with respect to electronic payroll tax payments.
 - Accept responsibility to sign or cosign client checks, even if only in emergency situations.
 - Maintain a client's bank account or otherwise have custody of a client's funds or make credit for banking decisions for the client.

Our responsibility to you and limitations of the payroll services

We will prepare your federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the payroll and related returns, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information. However, we will inform the board of directors of the district of any material errors and of any evidence or information that comes to our attention during the performance of our payroll preparation services that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our payroll preparation services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify deficiencies in your internal control as part of this engagement but will promptly report them to the board of directors of the district if identified. You agree that we shall not be responsible for any misstatements in your payroll that we may not identify as a result of misrepresentations made to us by you.

Our payroll preparation services will include electronically transmitting information to taxing authorities and your financial institution to facilitate the electronic transfer of funds. Authorizations for us to provide these services will be made in separate communications.

Our payroll preparation services will include transmitting federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf. Authorizations for us to provide these services will be made in separate communications.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and returns. We will have no obligations with regard to a particular payroll or withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us. All necessary information should be provided to us within two days of the close of each payroll period or no later than two days prior to your payroll check date. A list of information we will require and the dates required will be provided in a separate communication.

For all nonattest services we may provide to you, including these payroll services, management agrees to assume all management responsibilities; oversee the services; by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls.
- Careful review of paychecks or pay-stubs, and payroll journals for each periodic payroll.
- Accuracy of information used in the preparation and filing of all government forms.
- Review and pre-approval of each electronic funds transfer initiated on your behalf for employee net pay amounts, payroll tax and withholding liabilities, and related benefit amounts.

You are responsible to carefully review the paper returns that we prepare on your behalf before signing and submitting them to tax authorities. You are responsible to review the paper copies of payroll forms and tax returns that were filed electronically on your behalf. We will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

You are also responsible for the payment of payroll tax and withholding liabilities. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasury Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call 800-555-4477 for an enrollment form. Individual states have similar programs that allow you to monitor your account. A list of links by state is provided online at <http://www.americanpayroll.org/weblink/statelocal-wider/>.

Your responsibilities relevant to CLA's access to your cash

Someone with management authority is responsible for the processes below. All approvals listed must be documented in writing, either electronically or manually:

- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all payroll runs prior to cash being committed.

Fees

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Other than annual adjustments reflecting inflation, our professional fees will not fluctuate unless there is a significant change in the number of employees, taxing jurisdictions, or in the services you wish for us to provide. If such changes should occur, we will discuss any fee adjustments with you prior to making any changes to your billing. Lastly, any additional forms that you would like us to complete will be charged at an hourly fee.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are examples of services considered to be outside the scope of our engagement. We will bill you for additional services you would like us to provide at an hourly fee at periodic dates after the additional service has been performed.

- Reprocessing for corrected information provided to us subsequent to original payroll
- Preparation of non-standard reports
- Calculation of fringe benefit additions
- Processing retirement plan contribution payments
- Preparation of retirement plan and other census information
- Responding to workers compensation insurance audits
- Responding to employment verification requests
- Preparation of additional state tax registrations
- Preparation of amended payroll tax returns
- Responding to tax notices

Tax examinations

All government forms and returns are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you. Services in connection with tax examinations are not included in our fee for preparation of your payroll returns. Our fee for such services will be billed to you separately, along with any direct costs.

Record retention

You are responsible for retaining all documents, records, payroll journals, canceled checks, receipts, or other evidence in support of information and amounts reported in your payroll records and on your quarterly and calendar year-end payroll forms and tax returns. These items may be necessary in the event the taxing authority examines or challenges your returns. These records should be kept for at least seven years. Your copy of the payroll forms and tax returns should be retained indefinitely.

In preparing the payrolls, payroll forms, and tax returns, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your payrolls and related forms and tax returns will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the records of you.

Tax consulting services

This SOW also covers tax consulting services that may arise for which you seeks our consultation and advice, both written and oral, that are not the subject of a separate SOW. These additional services are not included in our fees for the preparation of the payroll and related federal and state forms and tax returns.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for your information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

Communications and confidentiality

CLA will hold the information supplied by you to us in confidence and CLA will not disclose it to any other person or party, unless you authorizes us to do so, it is published or released by you, or it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this SOW, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice. If you do not wish to authorize such use, please strike out this paragraph prior to signing the SOW.

Legal compliance

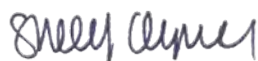
You agree to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to you or your business, including the accuracy and lawfulness of any reports you submit to any government regulator, authority, or agency. You also agree to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by you to any governmental or regulatory body, or for any insurance reimbursement in the event that you is requested to do so by any lawful authority. Except as outlined in this SOW, CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP



Shelby Clymer, CPA
Principal
Shelby.Clymer@CLAconnect.com

APPROVED:

Signature

Title

Date



CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Special Districts Public Administration Services SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and REUNION METROPOLITAN DISTRICT and NORTH RANGE METROPOLITAN DISTRICT NOS. 3 AND 4 (“you” and “your”). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

Matt Urkoski is responsible for the performance of the engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the engagement.

Scope of Public Management Services

CLA will perform the following services for the District:

District Board of Directors (“Board”) Meetings

- Coordination of Board meetings
- Meeting Attendance: District Manager and/or designee will attend Board meetings
- Preparation and distribution of agenda and informational materials as requested by the District
- Drafting of meeting minutes as assigned for approval by the Board of Directors.
- Preparation and posting of notices required in conjunction with the meetings

Recordkeeping

- Maintain directory-of persons and organizations for correspondence
- Repository of District records and act as Custodian of records for purposes of CORA (as that term is defined in the District’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 *et seq.*, C.R.S.).

Communications

- 24/7 answering services
- Website administration. CLA will oversee maintenance of the District’s website as needed or requested by the District
- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the District.

General Administration

- Coordination with district's insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications..
- Coordination of insurance policy renewals and updates for approval by the district's board of directors.
- In collaboration with District counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district.
- At the direction of the Board of directors, supervise project processes and vendors as assigned by the Board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the District as directed by the Board (CLA itself will not and cannot provide legal services);
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the District.
- Coordinate the administration of the District's Rules and Regulations as requested by the Board.
- At the direction of District legal counsel, coordinate election processes for the District. CLA will not serve as the Designated Election Official ("DEO");

Accounts Payable Services to be Provided:

- Coordinate review and approval of invoices with District Accountant and Board to ensure timely payment to vendors.

In addition to these services, when, in the professional opinion of the District Manager, other services are necessary, the District Manager shall recommend the same to the Board or perform such services and report to the Board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000.00, the District Manager shall discuss such costs with the Board and receive prior authorization to perform such services.

Fees, time estimates, and terms

Our professional fees will be billed at a fixed rate of \$165/hr for all staff levels. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

CLA'S 2022-2023 STANDARD HOURLY RATES FOR PUBLIC MANAGEMENT SERVICES:

Principals	\$300 – \$425
Public managers	\$190 - \$265
Assistant public managers	\$145 - \$175
Public management analysts	\$135 - \$155
District administrators	\$135 - \$165
Records retention professionals	\$110 - \$140

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP



Matt Urkoski
Principal
Matt.Urkoski@CLAconnect.com

APPROVED:


Signature


Title


Date



1221 W. Mineral Avenue, Suite 202
Littleton, CO 80120

 303-734-4800

 303-795-3356

 www.HaynieCPAs.com

October 27, 2022

Board of Directors
Reunion Metropolitan District
φ CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111-4544

To the Members of the Board:

We are pleased to confirm our understanding of the services we are to provide for Reunion Metropolitan District (District) for the year ended the year ended December 31, 2022. We understand the District employs Clifton, Larson Allen, LLP as its manager (“Manager”), which firm may be referenced herein as “Management”.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of Reunion Metropolitan District as of and for the year ended December 31, 2022.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as the budgetary comparison for the General Fund, to supplement Reunion Metropolitan District’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Reunion Metropolitan District’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis



We have also been engaged to report on supplementary information other than RSI that accompanies Reunion Metropolitan District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Debt Service Fund—Schedule of Revenues, Expenditures and Changes in Fund Balances—Budget and Actual
- 2) Capital Projects Fund—Schedule of Revenues, Expenditures and Changes in Fund Balances—Budget and Actual

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Schedule of Debt Service Requirements to Maturity

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the third paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk

that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Improper revenue recognition due to fraud
- Management override of controls

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Reunion Metropolitan District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting

principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We estimate that our fees for these services will be \$11,600. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full.

Reunion Metropolitan District
October 27, 2022
Page 5 of 5

Accounts in excess of 30 days will accrue finance charges at 1.5% per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Ty Holman is the engagement partner and is responsible for supervising the engagement and signing the report. We expect to begin our audit on a mutually agreed upon date and to issue our report no later than July 31, 2023.

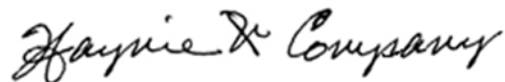
Reporting

We will issue a written report upon completion of our audit of Reunion Metropolitan District’s financial statements. Our report will be addressed to the Board of Directors of Reunion Metropolitan District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

If this letter correctly expresses your understanding, please sign the enclosed copy where indicated and return it to us.

We appreciate the opportunity to serve you.

Sincerely,



Accepted and agreed to:
Reunion Metropolitan District

Officer signature

Title

Date

Attest:

By:

Title

CONSTRUCTION STATUS UPDATE
FOR
REUNION METROPOLITAN DISTRICT
August - November 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: August 2022 through November 2022

REUNION UNDERDRAIN

Construction Summary:

- F27 (Nelson) – Under Warranty – Final Acceptance Pending.
- F37 (American West) – Acceptance walks currently ongoing; pending sufficient cleaning and videos. Pending Initial Acceptance.
- Reunion Ridge F1 (Alpine) – Under Warranty – Pending Final Acceptance.
- Reunion Ridge F1 (ESCO) – Under Warranty – Pending Final Acceptance.
- F21 (Hirschfield) – Alpine Civil attempting to clean and video.
- F26A (PEI) – Ready for Final Acceptance pending cleaning and videos; 95% complete.
- F38 Infrastructure – Under Warranty – Initial Acceptance 8/1/2022.
- 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).
- ESCO has started punchlist items for Commerce City & RMD final acceptance. Final acceptance expected end of November.

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

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

Construction Summary:

- 75% overall completion.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$2,557,350.00	\$142,571.17	\$2,100.00	\$2,702,021.17	\$2,029,426.76	\$127,867.00

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

Construction Summary:

- 71% overall completion.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$1,586,999.70	(\$74,660.49)		\$1,512,339.21	\$1,074,776.43	\$79,350

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).
- JBS has started punchlist items for Commerce City & RMD final acceptance. Final acceptance expected end of November.

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. United Power still need to correct punchlist items before Commerce City will grant final acceptance.

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:

- 95% overall completion. In warranty period 10/21/2022-10/21/2023.
- A \$161,147 Amendment to the Funding Agreement was approved by the Board in 02/2022.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$1,477,072.48	\$209,613.09	\$70,976.00	\$1,757,661.57	\$1,526,727.75	\$73,853.62

DISTRICT INFRASTRUCTURE FOR REUNION F38 (HEI)

Construction Summary:

- 100% overall completion. In warranty period 8/1/2022-8/1/2023 (Commerce City & RMD).
- HEI has almost completed all punchlist items for SACWSD work. SACWSD initial acceptance expected end of November.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$2,218,044.05	\$30,460.43		\$2,248,504.48	\$2,223,889.48	\$221,804.00

REUNION METROPOLITAN DISTRICT

112TH AVENUE LANDSCAPE (BRIGHTVIEW)

Construction Summary:

- 100% overall completion. Final acceptance was granted on 7/27/22.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$432,606.49	\$126,675.53		\$559,282.02	\$559,282.02	\$37,500.00

112TH AVENUE (HEI)

Construction Summary:

- 100% overall completion. City final acceptance was granted on 5/23/22. Project is in SACWSD warranty period 12/08/2020-12/08/2022.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$8,238,168.45	\$211,014.20		\$8,449,182.65	\$8,449,182.65	\$472,547.41

WALDEN/104TH TRAFFIC SIGNAL (WSR)

Construction Summary:

- 100% overall completion. In warranty period 11/15/2021- 11/15/2022.
- WSR has almost completed all punchlist items. Initial acceptance expected end of November.

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.
- Underground utilities re-located.
- Finalizing permit process – erosion control items set for install week of 11/7.

Budget Summary:

Contractor	Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
Renner Sports	\$133,731	\$76,923	\$0	\$210,654	\$35,127	\$12,667
Designscapes	\$121,300	\$0	\$3,500	\$124,800	\$14,112	\$4,005
TOTALS	\$255,031	\$76,923	\$3,500	\$335,454	\$49,239	\$16,672

NORTH RANGE METROPOLITAN DISTRICT #2**100TH 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 failed to complete PL items by a given deadline of August 2022. Oakwood paid Alpine to complete the PL items totaling \$11,762.50.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$341,416.75	\$43,511.62	(\$11,762.50)	\$373,165.87	\$384,928.37	\$34,141.68

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**
- 2% complete.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$158,010.00	N/A	N/A	\$158,010.00	\$3,834	\$17,622.00

RMD MAINTENANCE & OPERATIONS

POND A RESTORATION (BRIGHTVIEW)

Construction Summary:

- 100% overall completion. Restoration was accepted on 7/8/22.

Budget Summary:

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

2022 POND MAINTENANCE (KENNY'S)

Construction Summary:

- 100% overall completion. Maintenance was accepted on 10/14/22.
- Pending change order for Board approval.

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$103,100	\$0	\$15,780	\$118,880	\$103,100	\$10,310

REUNION CENTER #1

STEAD SCHOOL PHASE (WSR)

Construction Summary:

- 100% overall completion. In warranty period 11/15/2021- 11/15/2022 (Commerce City), 11/15/2021- 11/15/2023 (SACWSD).
- WSR has almost completed all City punchlist items. Commerce City initial acceptance expected end of November.

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:

- 35% overall completion. Storm, sanitary, water, & irrigation in Homestead Trail are complete. Pavement is complete for the entire Homestead Trail except the top lift of asphalt in front of the school. This portion will be completed in the spring once the school is done installing their fire line connections into Homestead.
- In August 2022, the Board determined that they would like to suspend all procurement of materials and construction activity associated with the District Infrastructure to support the Reunion Duet Parcel 1-F and Commercial Parcel located at the Northwest corner of 104th Avenue/Tower Road. Due to the suspension of a portion of the work it was decided that no action should be taken on the Change Order. A revised Change Order will be prepared based on suspending a portion of the work and presented to the Board at a future board meeting.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$3,897,260.40		\$140,725.80	\$4,037,986.20	\$1,422,052.04	\$194,863.00

Reunion Metropolitan District
 Funding Through RMD
 Budget Tracking 4421.15



	PROJECT COSTS: Southlawn Sports Court					% Complete To Date	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date			
CURRENT CONTRACTS / OBLIGATIONS								
Bid Schedule (Renner Sports)	\$ 133,731.00	\$ 76,923.00	\$ -	\$ 210,654.00	\$ 35,126.80	16.7%	\$ 210,654.00	
Bid Schedule (Designscapes)	\$ 121,300.00		\$ 3,500.00	\$ 124,800.00	\$ 14,111.96	11.3%	\$ 144,972.00	
TOTALS	\$ 255,031.00	\$ 76,923.00	\$ 3,500.00	\$ 335,454.00	\$ 49,238.76		\$ 355,626.00	

Reunion Metropolitan District
 Funding Through NRMD #2
 Budget Tracking



	PROJECT COSTS: F34 & 100th Avenue					% Complete To Date	First Addendum	Fifteenth Addendum	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date					
CURRENT CONTRACTS / OBLIGATIONS										
Bid Schedules A,B,C - PEI	\$ 2,158,658.12	\$ (100,770.17)		\$ 2,057,887.95	\$ 2,057,887.95	100.0%				
Bid Schedule C - ESCO	\$ 341,416.75	\$ 43,511.62	\$ (11,762.50)	\$ 373,165.87	\$ 384,928.37	103.2%				
Subtotal	\$ 2,500,074.87	\$ (57,258.55)	\$ (11,762.50)	\$ 2,431,053.82	\$ 2,442,816.32					
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%				
Subtotal	\$ 485,331.00	\$ (4,004.00)	\$ -	\$ 481,327.00	\$ 481,327.00					
TOTALS	\$ 2,985,405.87	\$ (61,262.55)	\$ (11,762.50)	\$ 2,912,380.82	\$ 2,924,143.32		\$ 3,700,000.00	\$ 540,558.00	\$ 4,240,558.00	\$ 1,328,177.18
Future Reimbursements to Clayton										
Oakwood Paid Alpine to Complete ESCO's Final Acceptance Items		\$ 11,762.50		\$ 11,762.50		0%				
*Construction Contingency \$250,007.40										

Reunion Metropolitan District
 Funding Through NRMD #2
 Budget Tracking 4421.15



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



CHANGE ORDER

Reunion Metropolitan District

CHANGE ORDER NO. 01

DATED: October 27, 2022

CONTRACT FOR: Southlawn Sports Court

OWNER: Reunion Metropolitan District

CONTRACTOR: Colorado Designscapes, Inc.

AGREEMENT DATE: May 24, 2022

The following changes are hereby made to the Contract Documents:

Justification:

FCN#1: Relocation of an existing electrical junction box and underground line was required to be moved from the proposed area of the Sports Court concrete.

Enclosures: Supplemental information will be provided upon request

Adjustment to Contract Price:


Original Contract Price	\$ 121,300.00
Net Adjustment Resulting from this Change Order (+or -)	+\$3,500.00
Current Contract Price Including this Change Order	\$ 124,800.00

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

COLORADO DESIGNSCAPES, INC.

District Board Representative



 Project Manager



CHANGE ORDER

Reunion Metropolitan District

CHANGE ORDER NO. 05

DATED: October 25, 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 #5 – Garden Fence Design Revisions

Design upgrades required for the Community Garden fence and gate as determined by the landscape architect.

Total \$ 2,100

*Supplemental information to be provided upon request.

Adjustment to Contract Price:

Contract Price prior to this Change Order	\$2,699,921.17
Net Adjustment Resulting from this Change Order (+or -)	\$2,100
Current Contract Price Including this Change Order	\$2,702,021.17

Contract Time:

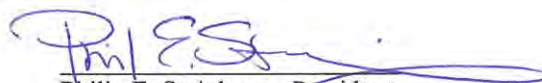
Original Contract Completion Date (365 Calendar Days):	June 30, 2022
Current Contract Completion Date:	September 30, 2022
Change in Contract Completion Date Due to this Change Order:	8 months
New Contract Completion Date:	June 1, 2023

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

DESIGNSCAPES COLORADO

District Board Representative


Philip E. Steinhauer, President



CHANGE ORDER

Reunion Metropolitan District

CHANGE ORDER NO. 01

DATED: October 26, 2022

CONTRACT FOR: Reunion 2022 Pond Maintenance

OWNER: Reunion Metropolitan District

CONTRACTOR: Kenny.s Local Lawn & Exterior Home Care AGREEMENT DATE: August 22, 2022

The following changes are hereby made to the Contract Documents:

Justification:

FCN #1 – Mowing, Weed Control & Additional Sediment Removal

Mowing and weed control was originally anticipated and priced on the Bid Schedule but exact quantities unknown until completion. Additional sediment removal was required in Pond 8A due to unforeseen rain events depositing excessive sediment from outside the pond facilities after cleaning had been completed.

Total \$ 15,780.00

*Supplemental information to be provided upon request.

Adjustment to Contract Price:

Contract Price prior to this Change Order	<u>\$103,100.00</u>
Net Adjustment Resulting from this Change Order (+or -)	<u>\$15,780.00</u>
Current Contract Price Including this Change Order	<u>\$118,880.00</u>

Contract Time:

Original Contract Completion Date (365 Calendar Days):	<u>December 31, 2022</u>
Current Contract Completion Date:	<u>December 31, 2022</u>
Change in Contract Completion Date Due to this Change Order:	<u>N/A</u>
New Contract Completion Date:	<u>N/A</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

KENNY'S LOCAL LAWN & EXT. HOME CARE

District Board Representative

Jordan K. Carns, Owner

CHANGE ORDER

Project Number: 14421.44

Change Order No.: 3

Name of Project: E. 100th Avenue Improvements

Date: October 25, 2022

Owner: Reunion Metropolitan District

Contractor: ESCO Construction Co.

The following changes are hereby made to the CONTRACT DOCUMENTS:

ESCO failed to complete all of their final acceptance punchlist items. **Total: (\$11,762.50)**

Enclosures: COR #3

Adjustment to Contract Price:

Original Contract Price	\$ 341,416.75
Contract Price Prior to this Change Order	\$ 384,928.37
Net Adjustment Resulting from this Change Order (+or -)	- \$ 11,762.50
Current Contract Price Including this Change Order	\$ 373,165.87

Adjustments to Contract Time:

Original Contract Time:	<u>August 13, 2020</u>
Additional Calendar Days due to this Change Order.....	<u>N/A</u>
Current Contract Completion Date.....	<u>N/A</u>

The Reunion Metropolitan District certifies that an adequate appropriation of funds is available to equal or exceed the new contract price including this change order.

REUNION METRO DISTRICT

ESCO CONTRACTORS

 Representative
 District Board



 Brett Clark
 Project Manager



CHANGE ORDER RECOMMENDATION

Reunion Metropolitan District

CHANGE ORDER NO. 3DATED: October 25, 2022CONTRACT FOR: E. 100th Avenue ImprovementsOWNER: Reunion Metropolitan DistrictCONTRACTOR: ESCO Construction Co.AGREEMENT DATE: June 11, 2020

Justification:

ESCO failed to complete all of their final acceptance punchlist items. **Total: (\$11,762.50)**

Enclosures: 100th Avenue Punchlist Completion Letter dated 10/25/2022

Adjustment to Contract Price:

Original Contract Price	\$ 341,416.75
Contract Price Prior to this Change Order	\$ 384,928.37
Net Adjustment Resulting from this Change Order (+or -)	- \$ 11,762.50
Current Contract Price Including this Change Order	\$ 373,165.87

Contract Time:

Original Contract Completion Date: August 13, 2020Change in Contract Completion Date Due to this Change Order: N/ANew Contract Completion Date: N/A

Issued by:

JR ENGINEERING

BY: Michele TomDate: October 25, 2022



October 25, 2022

Mr. Brett Clark
ESCO Construction Co.
3540 Evergreen Parkway
Evergreen, CO 80439

RE: Reunion 100th Avenue Project Completion

Dear Mr. Clark:

The attached letter was sent to you on August 3, 2022 saying the Reunion 100th Avenue Project punch list items were not complete within the timeline specified in the Contract and were, at the time of that letter, 9 months out. I did not receive a response from you or anyone else from ESCO to that letter. ESCO was given a date of August 12, 2022 to complete its punch list obligations. Since ESCO failed to fulfill their contractual obligations, the Reunion Metro District solicited the services of another contractor to complete the remaining punch list items and correct all items that needed to be addressed for final acceptance with Commerce City. The following costs were incurred by the District to finish the 100th Avenue punchlist for City acceptance:

- Bring sinking pavement up, infrared, and stripe \$11,762.50

The District will issue a change order to the contract for the cost and send an invoice to ESCO for the work.

Enclosures: 8-3-22 Punchlist Completion Letter, Invoice to complete the remaining PL items, MHT, ROW Permit

Sincerely,
JR ENGINEERING, LLC

A handwritten signature in blue ink that reads "Michele Tom".

Michele Tom

cc: Adam Morrow, Oakwood Homes
Alan Trudell, Commerce City
Aaron Clutter, JR Engineering
Eric Clark, ESCO Construction
Gabe Wallace, ESCO Construction



August 3, 2022

Mr. Brett Clark
ESCO Construction Co.
 3540 Evergreen Parkway
 Evergreen, CO 80439

RE: Reunion 100th Avenue Project Completion

Dear Mr. Clark:

There have been multiple walks to verify Reunion 100th Avenue Project punch list items completion, the latest being 8/2/22, and there are still outstanding items that need to be addressed. Per the Contract: *the Contractor has (30) thirty days to complete the punch list items. Also, if any defect in workmanship, equipment or materials arises within such time period, the Contractor shall remedy or otherwise correct such defect without cost to District within such reasonable period of time as specified by District in writing. If the Contractor fails to repair such defect within such period of time specified by District, District may repair such defect or contract for such repairs at the expense of the Contractor and its surety.* You have been notified numerous times:

- You received the Commerce City punch list on 11/12/2021, so we are **9 MONTHS** out on PL completion.
- Follow up emails (and phone calls) by me to ESCO on the completion were sent multiple times from 2/2/2022 – 7/18/2022. I have received responses from you that it will be scheduled soon, but it never gets done.

Therefore, Reunion Metro District will give ESCO till August 12, 2022 to complete its punch list obligations. If these are not completely corrected by next Friday at noon, the Reunion Metro District will solicit the services of another contractor to complete the remaining punch list items and correct any items that may need to be addressed for final acceptance with Commerce City. The District will hold money from ESCO's contracts with the District to pay for these expenses. Remaining punch list items include:

- Crack seal road
- Replace sinking c&g
- Bring sinking pavement up and infrared
- And any other items required for final acceptance.

Enclosures: 100th Avenue Punchlist, Email with PL sent

Sincerely,
 JR ENGINEERING, LLC

Michele Tom

cc: Adam Morrow, Oakwood Homes
 Alan Trudell, Commerce City
 Aaron Clutter, JR Engineering
 Justin Cooper, ESCO Construction



SUBJECT: Punch List – Project Initial Acceptance

DATE: 11/12/2021

PROJECT: E. 100th Avenue Improvements

CONTRACTOR: ESCO Construction Co., Kris Jones

OWNER: Commerce City, Alan Trudell

ENGINEER: JR Engineering, Michele Tom

The purpose of this punch list is to document **E. 100th Avenue Improvements** project items to be fixed and/or addressed prior to project FINAL acceptance including corrective or replacement work and contract obligations yet to be satisfied by the Contractor. Upon 100% completion of the punch list, the Contractor shall return a signed punch list to the Engineer which acknowledges all items are complete and a final walk through for **E. 100th Avenue Improvements** project items will take place.

Remaining items to be addressed:

- Crack sealed south side of 100th near Tower.



- Replace sinking c&g on north side of road near Tower (~5 stones).



- Bring pavement up to grade (sunk in) & infrared near Tower on north side of road.



-
- Bring pavement up to grade (sunk in), infrared near Walden and adjust valves as needed.



- Remove flags from stop signs at 100th/Walden.
- Remove silt fence – south side of road.
- Fix sagging construction fence.

Upon completion of 100% of the items, the punchlist shall be signed and submitted to JR Engineering. The Contractor hereby certifies that all punchlist items have been completed.

ESCO Construction Company

Kris Jones

(Print Name)

(Signature)

(Date)

Michele Tom

From: Michele Tom
Sent: Wednesday, February 2, 2022 9:47 AM
To: Brett Clark
Cc: Trudell, Alan - PW; Morrow, Adam; Prins, Ardell
Subject: RE: 100th Avenue Final Acceptance Punchlist
Attachments: 100th Avenue Final Acceptance Punchlist_11.12.2021.pdf

Hi Brett,

After many meeting onsite for the buckling sidewalk/c&g and asphalt rutting, it's decided that ESCO will still be responsible for all the items on the attached punchlist. Since ESCO did the subgrade prep for the asphalt, they will be responsible to fix the rutting at their cost. The District will pay ESCO for the c&g replacement since it is outside of your scope. Oakwood is handling the sidewalk portion. Let me know if you have any questions.

Thanks,
Michele

From: Michele Tom
Sent: Friday, November 12, 2021 1:12 PM
To: Kris Jones
Cc: Trudell, Alan - PW
Subject: 100th Avenue Final Acceptance Punchlist

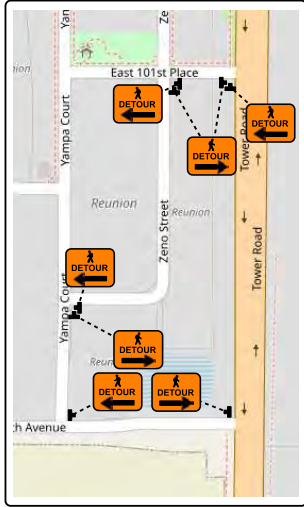
Hi Kris,

Alan went out today and walked 100th Avenue. See attached for punchlist items. Let me know if you have any questions.

Thank you,

Michele D. Tom
JR Engineering, LLC | Project Engineer
25188 Genesee Trail Road, Suite 110| Golden, CO 80401
Cell: (720) 270-0728
Email: mtom@jrengineering.com

www.invarion.com



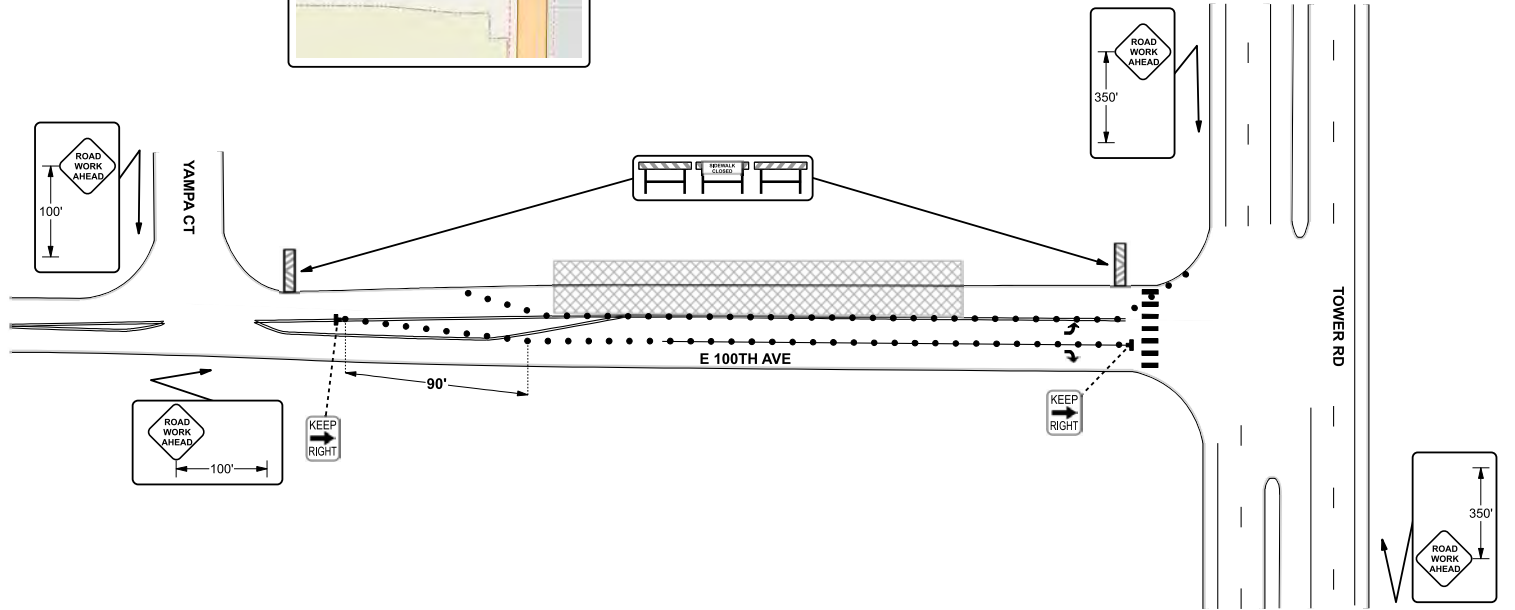
COLORADO BARRICADE CO.
2215 South 130th St,
Denver, CO 80222
247 Line: (303) 922-7815

M1.01
PAGE 1 of 1
NOT DRAWN TO SCALE
All devices conform to
the current MUTCD
and M-3 Standards.
Author: Tim Van Pelt
Export Date: 6/30/2022

Plan For: Alpine Civil Construction
Location: E 100th Ave & Tower Rd,
Commerce City, CO 80022
Contact: Sara Lockwood 303-709-9249
PO/Job: Reunion Metro District

SUMMARY OF DEVICES

- 4 - 48" Road Work Ahead
- 2 - T-I Sidewalk Closed
- 4 - T-I Plain
- 2 - Keep Right
- 2 - Ped Detour (4R 4L)
- 30 - 36" Cones



**PUBLIC WAY PERMIT
FOR WORK IN PUBLIC RIGHT-OF-WAY
IN THE CITY OF COMMERCE CITY**

Permit Number: 2022532

Application Date: 9/1/2022

Date Permit Issued: 9/1/2022

Business Name: Alpine Civil Construction, LLC

Applicant Name: SARA LOCKWOOD

Mailing Address: 9546 S Dallman Drive Unit 726

Phone: (303) 915-3166

Conifer CO 80433-

24 Hour Phone: (303) 709-9249

Job Site: REUNION 100TH PUNCHLIST-E 100TH AVE & TOWER RD

Email Address: sara@alpine-civil.com

Proposed Start Date: 9/8/2022

Proposed End Date: 9/10/2022

Purpose/Description:(Attach Plans or Sketch): CONCRETE R&R / ASPHALT IR PATCHING

Pavement Repair By:

Barricades By:

Surface:

Proposed Area of Excavation: 0

Number of Bore/Pot Holes: 0

CITY REVIEW Date Received: _____

Proposed Length of Bore: 0

Concrete Flatwork: 25

Special Conditions: _____

Length of Lane Closure(s): 150

Concrete Other Items: 0

Number of Days for Lane Closure(s): 3

Grading: 0

Permittee: *Trent Kite* 9.1.2022

Authorization: Trent Kite Digitally signed by Trent Kite
Date: 2022.09.02 08:04:20 -0600 Date

Fee Acceptance: Rainell Gutierrez Digitally signed by Rainell Gutierrez
Date: 2022.09.02 08:03:58 -0600 Date

Use Tax to be collected by Finance

Permit Fee:	\$50.00
Cut/Patch Inspection Fee:	\$0.00
Bore/Pot Hole Fee:	\$0.00
User Delay Fee:	\$337.50
Culvert Fee:	\$0.00
Concrete Others Fee:	\$0.00
Concrete Flatwork Fee:	\$40.00
Grading Fees:	\$0.00
Reinspection Fee:	\$0.00
Use Tax Fee:	\$135.00
Total Fee:	\$562.50

- File
- Finance
- Inspector

TK
Initial

Permits that are 10 business days past the proposed end date without being extended by the contractor will be closed. A new permit will be required by the contractor before work can continue. Contractors working without a new permit could be subject to a Working Without Permit fee of \$500.

GENERAL PROVISIONS

Traffic Control and Safety: Permittee shall be responsible for establishing and maintaining all safety measures to protect the public during all phases of the project. This includes, but is not limited to, the placement of traffic control devices prior to excavation, all in accordance with the Manual on Uniform Traffic Control Devices, Current Edition. All barricading not in use shall be turned over or around or covered. The Permittee shall not limit access to private property and shall not hinder vehicular or pedestrian traffic in and around the construction area unless expressly authorized to do so by means of application for and issuance of a traffic control variance. Permittee shall be responsible for compliance with any and all Federal, State, and local laws and regulations, and shall comply with Occupational Safety and Health Administration (O.S.H.A.) regulations regarding excavation.

Permit and Fees: Permit shall be kept at the job site and shall be exhibited upon request to any authorized representative of the City of Commerce City. If work is started prior to obtaining a permit, Permittee shall pay a \$500 fee in addition to the usual fee that would have been charged if the permit were properly obtained. All fee adjustments, if necessary, will be paid by Permittee within (10) calendar days after receiving notice.

Work: All work shall conform to the Engineering Construction Standards and Specifications of the City of Commerce City, and any additional instructions from the Director of Public Works or his authorized representative. Permittee agrees to maintain and restore the work area to a non-humped and non-depressed condition within 24 hours after completion of work.

Inspections: Permittee shall notify the City 24 hours before work begins and when work is completed, and for all inspections. Call 303-289-8170. A re-inspection fee, equal to the inspection fee, shall be charged should a re-inspection be required. The re-inspection fee shall be paid before re-inspection is made.

Protection of Public Facilities: The Permittee shall perform all work in such a manner as to not interfere with access to fire hydrants, water main valves, underground equipment and facilities. The Permittee shall not remove, even temporarily, any trees or shrubs within any public place unless specifically authorized to do so by the appropriate City department. No street, alley, sidewalk, or other public facility shall be disturbed, destroyed, or removed beyond the limits specified on the application for a permit. Permittee shall contact the Utility Notification Center of Colorado (phone: 811 or 1-800-922-1987) 48 hours prior to excavation.

Protection of Existing Utilities: The Permittee shall not interfere with any existing utility without the written consent of the owner of such facilities. The Permittee shall support or otherwise protect all pipes, conduits, poles, wires, or other apparatus which may in any way be affected by the construction activity, and shall do everything necessary to support, sustain, and protect them under, over, along, or across said work. Should any such facility be damaged, the Permittee shall immediately notify the owner of such utility. All damaged facilities shall be repaired and/or relocated by the owner of such facilities and the expense of such repairs and/or relocation shall be charged to the Permittee. The Permittee shall investigate the existence and location of any and all underground facilities prior to commencing any construction activity and shall protect such facilities against interference and damage.

Damage Notifications: *If any damage occurs to an underground facility or its protective covering, the Permittee shall notify the facility operator promptly. If the damage results in the escape of flammable, toxic, or corrosive gas or liquid or endangers life, health, or property, the Permittee shall immediately notify the facility operator, immediately contact 911, and take immediate action to protect the public and property.*

Cleanup: All debris, rubbish, and surplus materials resulting from work under the terms of this permits shall be removed and disposed of off-site as soon as possible; but, in any event, no later than at the completion of construction. The construction site shall not be used as a storage area for debris, rubbish, or surplus materials. All property affected by the construction under the terms of this permit shall be restored to a condition equal to or exceeding that existing prior to construction.

Permittee agrees to hold the City of Commerce City harmless from any and all claims which may arise from the construction and maintenance of the Permittee's facilities covered by this permit, except as the same may result from or arise out of any act or neglect of the City of Commerce City, its employees, or agents.

In accepting this permit, the Applicant, representing the Permittee, verifies that he/she has read and understands all of the foregoing provisions, and that he/she has authority to sign for and bind the Permittee; and that by virtue of this signature, the Permittee is bound by and agrees to comply with all City of Commerce City ordinances and Colorado laws regarding construction of the type which he is constructing.



CHANGE ORDER

Reunion Metropolitan District

CHANGE ORDER NO. 05 DATED: November 8, 2022

CONTRACT FOR: Reunion Metropolitan District F37 Landscape Improvements

OWNER: Reunion Metropolitan District

CONTRACTOR: Brightview Landscape Development AGREEMENT DATE: August 6, 2020

The following changes are hereby made to the Contract Documents:

Justification:

FCN #3 – Irrigation Install for Tract M to N

The irrigation installation from Tract M to Tract N required hand-digging the trench instead of machine-trenching. **Total \$6,902.00**

FCN #4 – P6 Park Berm Grading Quantities

The Phase 6 Park berms were erroneously left off Terracina’s bid schedule. The quantities and cost for the berms has been added to the contract. **Total \$13,920.00**

FCN #6 – Additional Irrigation Install for Tract U

Brightview had to install additional irrigation line to get the irrigation from Tract T to Tract U. **Total \$4,132.00**

FCN #7 – Phase 6 Park Concrete & Chase Drain

Concrete for the Phase 6 Park was put in at 4” thick instead of the 6” thickness the plans call for. The 2” thickness was deducted from the bid schedule and the warranty will be extended for 1 year. The chase drain for the park was erroneously left off the bid schedules by Terracina. The work was added to Brightview’s scope. **Total \$8,362.00**

FCN #8 – Final Quantities, Extended Maintenance, Increased Sod Cost

Bollard quantities and erosion control blankets were added to the scope of the work. Due to project delays out of Brightview control, Brightview incurred an increase in the cost of sod. Due to project delays and damage to the tracts, Brightview had to maintain areas of Phases 1A & 1B before initial acceptance. **Total \$35,439.00**

*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	\$ 1,686,685.57
Net Adjustment Resulting from this Change Order (+or -)	+\$68,755.00
Current Contract Price Including this Change Order	\$ 1,755,440.57

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

BRIGHTVIEW LANDSCAPE

District Board Representative



Project Manager

REUNION METROPOLITAN DISTRICT
BOARD COMMUNICATION

DATE	SUBJECT	AGENDA
10/21/2022	2023 Reunion Stormwater Facilities Maintenance and Reporting Budget	

INITIATED BY

Aaron Clutter

STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS

Board should consider the following:

1. Approval of a 2023 Reunion Stormwater Facilities Maintenance and Reporting budget.
2. Enter into a consultant agreement with JR Engineering to inspect Reunion stormwater facilities and manage and administer stormwater facility maintenance contracts.

BACKGROUND INFORMATION

The City of Commerce City manages their Municipal Separate Storm Sewer System (MS4) permit under a general Colorado Discharge Permit System (CDPS) from the State of Colorado, which in turn take directives from the U.S. EPA. The federal MS4 program forces the implementation of state stormwater programs that monitor and treat stormwater discharges to waters of the United States. In accordance with the more rigorous requirements under Colorado CDPS General Permit COR090000, the City of Commerce City has implemented new inspection and maintenance recording policies, which are outlined in the 2021 revision to the *City Storm Drainage Design and Technical Criteria Manual*. Specifically, the City is now requiring enhanced annual reporting regarding stormwater detention and conveyance facilities within the City of Commerce City. The City is now requiring that Reunion Metropolitan District conduct routine inspection and maintenance on all District stormwater facilities and submit records of such inspection and maintenance to the City on an annual basis.

A total of nine stormwater facilities have added to the maintenance program for 2023. These include Eight detention ponds and one drainage channel. A detailed comparison and breakdown of quantity and cost changes are attached.

FINANCIAL DETAILS

Below are the financial details for 2023 Reunion Stormwater Facilities Maintenance and Reporting.

Inspection, Bidding Services, Contract Administration, and Reporting contract to JR Engineering – \$18,929.00

Stormwater Facilities Maintenance contracts (contractors TBD) – \$230,880.00

Contingency (15%) – \$37,471.00

TOTAL 2023 Stormwater Facilities Maintenance Budget – \$287,280.00

Attachments:

1. Detailed Cost Estimate of 2023 Reunion Stormwater Facilities Maintenance and Reporting Budget
2. Reunion Metropolitan District - 2023 Stormwater Facilities Maintenance Map
3. Detailed quantities and cost comparison from 2022 to 2023.

Reunion Metropolitan District
2023 Stormwater Facilities Maintenance Budget

Item	Description	Quantity	Unit	Unit Price	Cost
1A	Annual Pond Inspection [JR Engineering]	1	EA	\$ 1,477.00	\$ 1,477.00
2A	Prepare Bid Documents and Bidding [JR Engineering]	1	LS	\$ 3,307.00	\$ 3,307.00
3A	Contract Administration [JR Engineering]	1	LS	\$ 6,490.00	\$ 6,490.00
4A	Quarterly Inspections [JR Engineering]	4	EA	\$ 1,477.00	\$ 5,908.00
5A	Prepare Annual Reporting to Commerce City	1	EA	\$ 1,747.00	\$ 1,747.00
	TOTAL INSPECTION, BIDDING SERVICES, CONTRACT ADMINISTRATION, AND REPORTING:				\$ 18,929.00
1B	Mowing [Drainage Channel] [May]	22	AC	\$ 520.00	\$ 11,440.00
2B	Mowing [Drainage Channel] [September]	22	AC	\$ 520.00	\$ 11,440.00
3B	Mowing [Pond] [May]	43	AC	\$ 520.00	\$ 22,360.00
4B	Mowing [Pond] [September]	43	AC	\$ 520.00	\$ 22,360.00
5B	Dewatering Pumping [Annual, Per Pond]	4	EA	\$ 1,560.00	\$ 6,240.00
6B	Insect Control [Annual, Per Pond]	4	EA	\$ 5,200.00	\$ 20,800.00
7B	Weed Control [Annual, Per Pond]	19	EA	\$ 520.00	\$ 9,880.00
8B	Sediment Removal [Forebays & Trickle Channels] [Annual, Per Pond]	13	EA	\$ 5,720.00	\$ 74,360.00
9B	Sediment Removal [Earthen Bottom] [Annual, Per Pond]	4	EA	\$ 10,400.00	\$ 41,600.00
10B	Trash Removal [May] [Per Pond]	19	EA	\$ 260.00	\$ 4,940.00
11B	Trash Removal [September] [Per Pond]	19	EA	\$ 260.00	\$ 4,940.00
12B	Replace Fasteners [Budget]	1	LS	\$ 520.00	\$ 520.00
	TOTAL STORMWATER FACILITIES MAINTENANCE:				\$ 230,880.00
			SUBTOTAL		\$ 249,809.00
			CONTINGENCY	15%	\$ 37,471.00
	Total RMD Stormwater Facilities 2023 Maintenance Budget:				\$ 287,280.00

Reunion Metropolitan District
 Stormwater Facilities Maintenance
 2022-2023 Comparison

Item	Description	QUANTITIES			Unit	Unit Price	COSTS		
		2022	2023 Change	2023			2022	2023 Change	2023
1B	Mowing [Drainage Channel] [May]	11	11	22	AC	\$ 520.00	\$ 5,500.00	\$ 5,940.00	\$ 11,440.00
2B	Mowing [Drainage Channel] [September]	11	11	22	AC	\$ 520.00	\$ 5,500.00	\$ 5,940.00	\$ 11,440.00
3B	Mowing [Pond] [May]	26	17	43	AC	\$ 520.00	\$ 13,000.00	\$ 9,360.00	\$ 22,360.00
4B	Mowing [Pond] [September]	53	-10	43	AC	\$ 520.00	\$ 26,500.00	\$ (4,140.00)	\$ 22,360.00
5B	Dewatering Pumping [Annual, Per Pond]	3	1	4	EA	\$ 1,560.00	\$ 4,500.00	\$ 1,740.00	\$ 6,240.00
6B	Insect Control [Annual, Per Pond]	3	1	4	EA	\$ 5,200.00	\$ 15,000.00	\$ 5,800.00	\$ 20,800.00
7B	Weed Control [Annual, Per Pond]	11	8	19	EA	\$ 520.00	\$ 5,500.00	\$ 4,380.00	\$ 9,880.00
8B	Sediment Removal [Forebays & Trickle Channels] [Annual, Per Pond]	7	6	13	EA	\$ 5,720.00	\$ 38,500.00	\$ 35,860.00	\$ 74,360.00
9B	Sediment Removal [Earthen Bottom] [Annual, Per Pond]	3	1	4	EA	\$ 10,400.00	\$ 30,000.00	\$ 11,600.00	\$ 41,600.00
10B	Trash Removal [May] [Per Pond]	11	8	19	EA	\$ 260.00	\$ 2,750.00	\$ 2,190.00	\$ 4,940.00
11B	Trash Removal [September] [Per Pond]	11	8	19	EA	\$ 260.00	\$ 2,750.00	\$ 2,190.00	\$ 4,940.00
12B	Replace Fasteners [Budget]	1	0	1	LS	\$ 520.00	\$ 500.00	\$ 20.00	\$ 520.00

2022 Total: \$ 150,000.00
 2023 Increase: \$ 80,880.00

Total RMD Stormwater Facilities 2023 Maintenance Hard Costs: \$ 230,880.00

Facilities Added in 2023 (9):

- 112th Avenue Detention Pond
- Detention Ponds 7A & 7B
- Village 9 Detention Ponds B, F, & F5
- Village 9 Regional Detention Ponds A & T
- Village 9 Ragweed Draw Channel

REUNION METROPOLITAN DISTRICT
BOARD COMMUNICATION

DATE	SUBJECT	AGENDA NUMBER
8/5/2022	Reunion –Underdrain Maintenance Plan	RMD # ___ - ___

INITIATED BY JR Engineering/Aaron Clutter

STAFF RECOMMENDATION

Adopt Resolution No. ___ - ___ with the following actions related to the Reunion – Underdrain Maintenance Plan:

- ✓ Approval of budget for Phase 2 of the underdrain maintenance plan. Amounts for videoing & cleaning lines are based on pricing received from Phase 1 at \$10.66/LF for 8 through 12 inch pipe, and \$14.50/LF for 4 and 6 inch pipe. Costs for cleanout replacement have also been adjusted to \$3,225 each based upon the Phase 1 bidding.

PROJECT DESCRIPTION/LOCATION

The Work consists of the following tasks:

- ✓ Combination of video and flush/jet/vacuum of underdrain pipe beginning with mainline as critical path and followed by the interior underdrain lines in the subdivisions. See the attached exhibit for phasing and quantities. Maintenance should be repeated every 5 years.



- ✓ Removal and replacement (as needed) of cleanout accesses which includes sawcut, removal & replacement patching of asphalt, flowfill backfill, procure & install cleanout access, traffic control plan and Right-of-Way permits as required for the City of Commerce City.



BACKGROUND INFORMATION

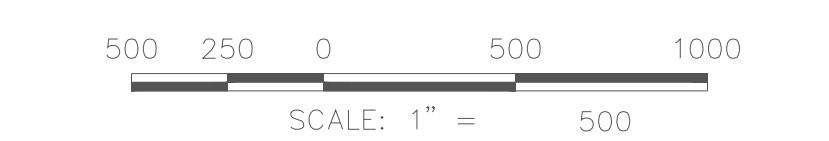
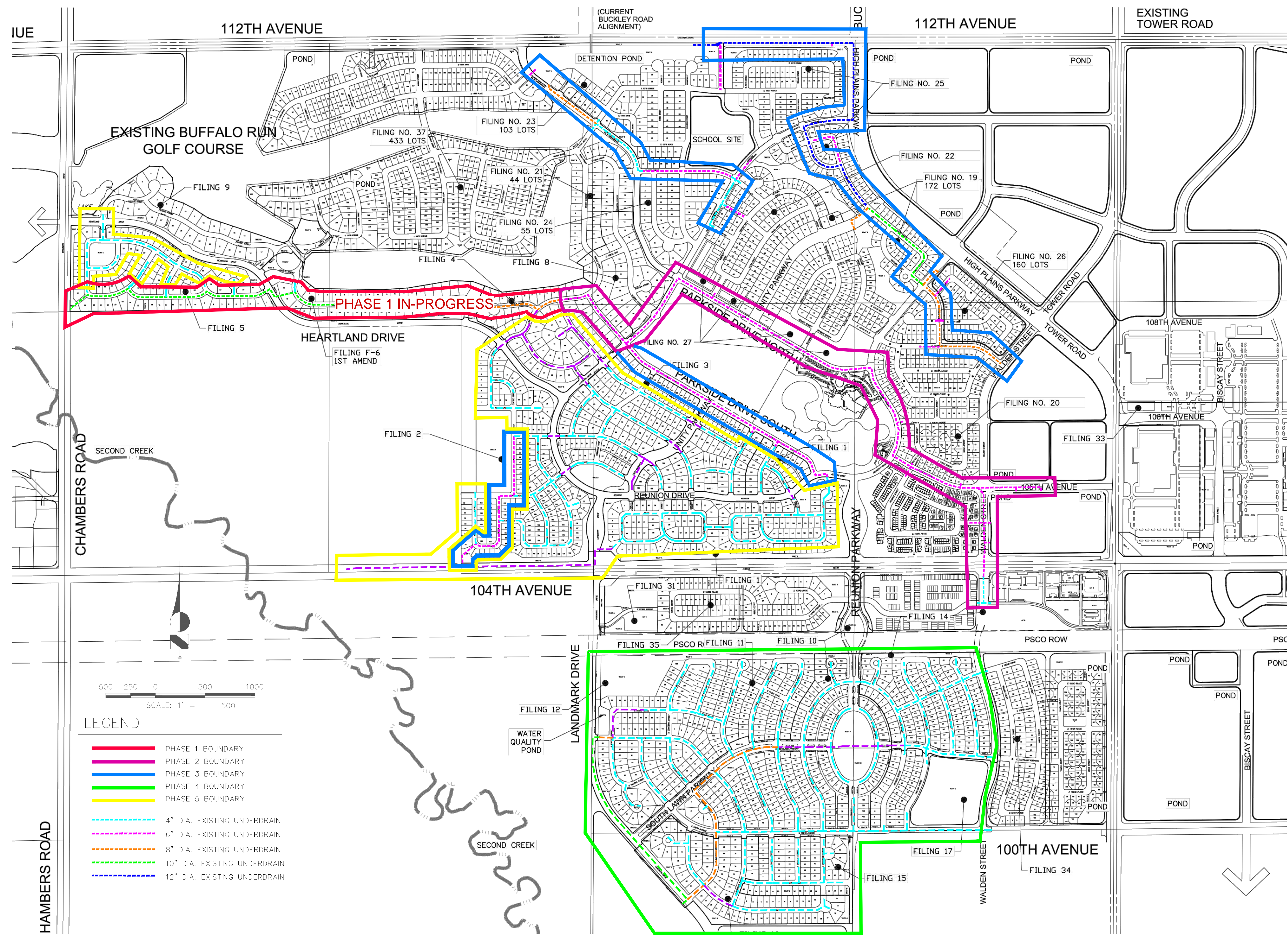
This work is required to keep the underdrain system in working order. It is a best practice to maintain the condition of the underdrain system to ensure the District remains proactive in preventing major issues from occurring in the future, and maintains adequate serviceability to the development.

FINANCIAL DETAILS

See Attachment #1.

50% SQUARE CLEANOUT REPLACEMENT			
PHASE 1			2022
ITEM DESCRIPTION	UNIT	QUANTITY	COST ESTIMATE
6" EXISTING UNDERDRAIN	LF	909	2,727.00
8" EXISTING UNDERDRAIN	LF		3,171.00
10" EXISTING UNDERDRAIN	LF		12,642.00
REPLACE SQUARE CLEANOUT			70,200.00
TOTAL VIDEO/CLEANING:			\$ 18,540.00
TOTAL CLEANOUT REPLACE:			\$ 70,200.00
CONTINGENCY 10%:			\$ 8,874.00
BIDDING & CONSTRUCTION ADMIN 10%:			\$ 9,761.40
ESTIMATED INFLATION @4%/YEAR:			\$ 4,295.02
TOTAL PH 1:			\$ 111,670
PHASE 2			2023
ITEM DESCRIPTION	UNIT	QUANTITY	COST ESTIMATE
4" EXISTING UNDERDRAIN	LF	401	\$ 5,814.50
6" EXISTING UNDERDRAIN	LF	7,657	\$ 111,026.50
REPLACE SQUARE CLEANOUT	EACH	4	\$ 12,900.00
LOCATE & REPLACE SQUARE CLEANOUT	EACH	11	\$ 38,500.00
TOTAL VIDEO/CLEANING:			\$ 116,841
TOTAL CLEANOUT REPLACE:			\$ 51,400
CONTINGENCY 10%:			\$ 16,824.10
BIDDING & CONSTRUCTION ADMIN 10%:			\$ 18,506.51
ESTIMATED INFLATION @4%/YEAR:			\$ 8,142.86
TOTAL PH 2:			\$ 211,714
PHASE 3			2024
ITEM DESCRIPTION	UNIT	QUANTITY	COST ESTIMATE
4" EXISTING UNDERDRAIN	LF	1,280	\$ 18,560.00
6" EXISTING UNDERDRAIN	LF	4,343	\$ 62,973.50
8" EXISTING UNDERDRAIN	LF	2,050	\$ 29,725.00
10" EXISTING UNDERDRAIN	LF	1,139	\$ 12,141.74
12" EXISTING UNDERDRAIN	LF	3,911	\$ 41,691.26
REPLACE SQUARE CLEANOUT	EACH	8	\$ 25,800.00
LOCATE & REPLACE SQUARE CLEANOUT	EACH	2	\$ 7,000.00
TOTAL VIDEO/CLEANING:			\$ 165,092
TOTAL CLEANOUT REPLACE:			\$ 32,800
CONTINGENCY 10%:			\$ 19,789.15
BIDDING & CONSTRUCTION ADMIN 10%:			\$ 21,768.07
ESTIMATED INFLATION @4%/YEAR:			\$ 9,577.95
TOTAL PH 3:			\$ 249,027
PHASE 4			2025
ITEM DESCRIPTION	UNIT	QUANTITY	COST ESTIMATE
PHASE 2A MAINLINE			
6" EXISTING UNDERDRAIN	LF	1,277	\$ 18,516.50
8" EXISTING UNDERDRAIN	LF	2,278	\$ 33,031.00
10" EXISTING UNDERDRAIN	LF	2,100	\$ 22,386.00
PHASE 2B INTERIOR UNDERDRAIN			
4" EXISTING UNDERDRAIN	LF	28,600	\$ 414,700.00
6" EXISTING UNDERDRAIN	LF	927	\$ 13,441.50
8" EXISTING UNDERDRAIN	LF	133	\$ 1,417.78
TOTAL VIDEO/CLEANING:			\$ 503,492.78
CONTINGENCY 10%:			\$ 50,349.28
BIDDING & CONSTRUCTION ADMIN 10%:			\$ 55,384.21
ESTIMATED INFLATION @4%/YEAR:			\$ 24,369.05
TOTAL PH 4:			\$ 633,595
PHASE 5			2026
ITEM DESCRIPTION	UNIT	QUANTITY	COST ESTIMATE
PHASE 3 MAINLINE			
6" EXISTING UNDERDRAIN	LF	1,784	\$ 25,868.00
PHASE 3A INTERIOR UNDERDRAIN			
4" EXISTING UNDERDRAIN	LF	17,881	\$ 259,274.50
6" EXISTING UNDERDRAIN	LF	3,886	\$ 56,347.00
PHASE 3B INTERIOR UNDERDRAIN			
4" EXISTING UNDERDRAIN	LF	3,172	\$ 45,994.00
TOTAL VIDEO/CLEANING:			\$ 387,483.50
CONTINGENCY 10%:			\$ 38,748.35
BIDDING & CONSTRUCTION ADMIN 10%:			\$ 42,623.19
ESTIMATED INFLATION @4%/YEAR:			\$ 18,754.20
TOTAL PH 5:			\$ 487,609
TOTAL ALL PHASES:			\$ 1,693,616.10
<p>NOTE: COST ESTIMATE BASED ON \$14.50 PER LF FOR 4-6" PIPE; \$10.66 PER LF FOR 8"-12" PIPE FOR VIDEO/CLEANING</p> <p>\$3,225 PER SQUARE CLEANOUT REPLACEMENT ASSUMING 50% ARE SERVICEABLE.</p> <p>ADDITIONAL 20% ADDED TO LOCATE & REPLACE HIDDEN SQUARE CLEANOUTS.</p>			

REUNION UNDERDRAIN MAINTENANCE



LEGEND

- PHASE 1 BOUNDARY
- PHASE 2 BOUNDARY
- PHASE 3 BOUNDARY
- PHASE 4 BOUNDARY
- PHASE 5 BOUNDARY
- 4" DIA. EXISTING UNDERDRAIN
- 6" DIA. EXISTING UNDERDRAIN
- 8" DIA. EXISTING UNDERDRAIN
- 10" DIA. EXISTING UNDERDRAIN
- 12" DIA. EXISTING UNDERDRAIN

50% SQUARE CLEANOUT REPLACEMENT

2022				
PHASE 1	ITEM DESCRIPTION	UNIT	QUANTITY	COST ESTIMATE
	6" EXISTING UNDERDRAIN	LF	909	\$ 2,727.00
	8" EXISTING UNDERDRAIN	LF	1,057	\$ 3,171.00
	10" EXISTING UNDERDRAIN	LF	11	\$ 12,642.00
	REPLACE SQUARE CLEANOUT	EA	11	\$ 70,200.00
	TOTAL VIDEO/CLEANING			\$ 18,540.00
	TOTAL CLEANOUT REPLACE			\$ 70,200.00
	CONTINGENCY 10%			\$ 8,874.00
	BIDDING & CONSTRUCTION ADMIN 10%			\$ 9,761.40
	ESTIMATED INFLATION @4%/YEAR			\$ 4,295.02
	TOTAL PH 1:			\$ 111,670

2023				
PHASE 2	ITEM DESCRIPTION	UNIT	QUANTITY	COST ESTIMATE
	4" EXISTING UNDERDRAIN	LF	401	\$ 5,814.50
	6" EXISTING UNDERDRAIN	LF	7,657	\$ 111,026.50
	REPLACE SQUARE CLEANOUT	EACH	4	\$ 12,900.00
	LOCATE & REPLACE SQUARE CLEANOUT	EACH	11	\$ 38,500.00
	TOTAL VIDEO/CLEANING			\$ 116,841
	TOTAL CLEANOUT REPLACE			\$ 51,400
	CONTINGENCY 10%			\$ 16,824.10
	BIDDING & CONSTRUCTION ADMIN 10%			\$ 18,506.51
	ESTIMATED INFLATION @4%/YEAR			\$ 8,142.86
	TOTAL PH 2:			\$ 211,714

2024				
PHASE 3	ITEM DESCRIPTION	UNIT	QUANTITY	COST ESTIMATE
	4" EXISTING UNDERDRAIN	LF	1,280	\$ 18,560.00
	6" EXISTING UNDERDRAIN	LF	4,343	\$ 62,973.50
	8" EXISTING UNDERDRAIN	LF	2,050	\$ 29,725.00
	10" EXISTING UNDERDRAIN	LF	1,139	\$ 12,141.74
	12" EXISTING UNDERDRAIN	LF	3,911	\$ 41,691.26
	REPLACE SQUARE CLEANOUT	EACH	8	\$ 25,800.00
	LOCATE & REPLACE SQUARE CLEANOUT	EACH	2	\$ 7,000.00
	TOTAL VIDEO/CLEANING			\$ 165,092
	TOTAL CLEANOUT REPLACE			\$ 32,800
	CONTINGENCY 10%			\$ 19,789.15
	BIDDING & CONSTRUCTION ADMIN 10%			\$ 21,768.07
	ESTIMATED INFLATION @4%/YEAR			\$ 9,577.95
	TOTAL PH 3:			\$ 249,027

2025				
PHASE 4	ITEM DESCRIPTION	UNIT	QUANTITY	COST ESTIMATE
	PHASE 2A MAINLINE			
	8" EXISTING UNDERDRAIN	LF	1,277	\$ 18,516.50
	8" EXISTING UNDERDRAIN	LF	2,278	\$ 33,031.00
	10" EXISTING UNDERDRAIN	LF	2,100	\$ 22,386.00
	PHASE 2B INTERIOR UNDERDRAIN			
	4" EXISTING UNDERDRAIN	LF	28,600	\$ 414,700.00
	6" EXISTING UNDERDRAIN	LF	927	\$ 13,441.50
	8" EXISTING UNDERDRAIN	LF	133	\$ 1,417.78
	TOTAL VIDEO/CLEANING			\$ 503,492.78
	CONTINGENCY 10%			\$ 50,349.28
	BIDDING & CONSTRUCTION ADMIN 10%			\$ 55,384.21
	ESTIMATED INFLATION @4%/YEAR			\$ 24,369.05
	TOTAL PH 4:			\$ 633,595

2026				
PHASE 5	ITEM DESCRIPTION	UNIT	QUANTITY	COST ESTIMATE
	PHASE 3 MAINLINE			
	6" EXISTING UNDERDRAIN	LF	1,784	\$ 25,868.00
	PHASE 3A INTERIOR UNDERDRAIN			
	4" EXISTING UNDERDRAIN	LF	17,881	\$ 259,274.50
	6" EXISTING UNDERDRAIN	LF	3,886	\$ 56,347.00
	PHASE 3B INTERIOR UNDERDRAIN			
	4" EXISTING UNDERDRAIN	LF	3,172	\$ 45,994.00
	TOTAL VIDEO/CLEANING			\$ 387,483.50
	CONTINGENCY 10%			\$ 38,748.35
	BIDDING & CONSTRUCTION ADMIN 10%			\$ 42,623.19
	ESTIMATED INFLATION @4%/YEAR			\$ 18,754.20
	TOTAL PH 5:			\$ 487,609

TOTAL ALL PHASES: \$ 1,693,616.10

NOTE: COST ESTIMATE BASED ON \$14.50 PER LF FOR 4-6" PIPE, \$10.66 PER LF FOR 8"-12" PIPE FOR VIDEO/CLEANING
 \$3,225 PER SQUARE CLEANOUT REPLACEMENT ASSUMING 50% ARE SERVICEABLE.
 ADDITIONAL 20% ADDED TO LOCATE & REPLACE HIDDEN SQUARE CLEANOUTS.

EXHIBIT-REUNION MASTER UNDERDRAIN
 MAINTENANCE PLAN - OPTION #2
 JOB NO. 1442115
 08-05-2022
 SHEET 1 OF 1



Centennial 303-740-9393 Colorado Springs
 719-593-2593 Fort Collins 970-491-9888
 www.jrengineering.com

REUNION METROPOLITAN DISTRICT
BOARD COMMUNICATION

DATE	SUBJECT	AGENDA
11/10/2022	Variance requests for Reunion Ridge Filings 2 and 3 Underdrain	

INITIATED BY
Aaron Clutter

STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS
<p>Board should consider the following:</p> <ol style="list-style-type: none"> 1. Approval of the attached variance requests to omit the installation of an underdrain system in Reunion Ridge Filings 2 and 3.

BACKGROUND INFORMATION
Homes within these filings are being constructed on crawl space foundations. There is no presence of ground water at the foundation level, nor any reason to believe that there will be ground water at the shallow foundation level in the future. Given these reasons, conditions do not warrant the need to install an underdrain system in this filing.

FINANCIAL DETAILS
N/A

REUNION METROPOLITAN DISTRICT
APPLICATION FOR UNDERDRAIN CONNECTION
TO DISTRICT UNDERDRAIN MAIN OR VARIANCE TO
DISTRICT UNDERDRAIN RULES AND REGULATIONS

THIS APPLICATION IS FOR: MAIN UNDERDRAIN SYSTEM VARIANCE

PROPERTY OWNER: Clayton Properties Group

LEGAL ADDRESS OF PROPERTY: FILING NO. 2, LOT NO. 1-19, BLOCK NO. 1,
SUBDIVISION Reunion Ridge

STREET ADDRESS OF PROPERTY: 12545, 12555, 12557, 12575, 12595, 12605, 12615, 12625, 12635, 12645, 12643, 12633, 12623, 12613, 12603, 12593, 12573, 12553, & 12543 E. 101st Dr.

- TYPE OF PROPERTY(S): SINGLE-FAMILY RESIDENTIAL
 MULTI-FAMILY RESIDENTIAL
 COMMERCIAL SITE
 INDUSTRIAL SITE
 SCHOOL SITE
 PARKS / OPEN SPACE

APPLICANT: Dean Kilbourne

SIGNATURE: _____

COMPANY NAME: Oakwood Homes

ADDRESS: 4908 Tower Road, Denver, CO 80249

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

STATE REASON: Variance request to remove underdrain due to homes being constructed on crawl space foundation. The shallow crawl space foundation will be constructed without the foundation drain to attach to the underdrain. Additionally, there is no presence of ground water at the foundation level or any reason to believe that there will be ground water at the shallow foundation level in the future.

ATTACHED SUPPORTING DOCUMENTATION

YES

NO

PROPERTY OWNER SIGNATURE: _____

DATE: 11-10-2022

TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT

APPROVED

YES

NO

IF NO, REASON: _____

APPLICATION NO. 1

REUNION METROPOLITAN DISTRICT

BY: 

TITLE: District Engineer

DATE: 11/10/2022

SEND APPLICATION TO:

JR ENGINEERING
ATTN: AARON CLUTTER
7200 SOUTH ALTON WAY
SUITE C400
CENTENNIAL, COLORADO 80112
aclutter@jrengineering.com

REUNION METROPOLITAN DISTRICT
APPLICATION FOR UNDERDRAIN CONNECTION
TO DISTRICT UNDERDRAIN MAIN OR VARIANCE TO
DISTRICT UNDERDRAIN RULES AND REGULATIONS

THIS APPLICATION IS FOR: MAIN UNDERDRAIN SYSTEM VARIANCE

PROPERTY OWNER: Clayton Properties Group

LEGAL ADDRESS OF PROPERTY: FILING NO. 2, LOT NO. 1-12, BLOCK NO. 2,

SUBDIVISION Reunion Ridge

STREET ADDRESS OF PROPERTY: 10151, 10161, 10141, 10131, 10111, 10121, 10089, 10087, 10067, 10069, 10059 & 10057 Revere Ct.

- TYPE OF PROPERTY(S):
- SINGLE-FAMILY RESIDENTIAL
 - MULTI-FAMILY RESIDENTIAL
 - COMMERCIAL SITE
 - INDUSTRIAL SITE
 - SCHOOL SITE
 - PARKS / OPEN SPACE

APPLICANT: Dean Kilbourne

SIGNATURE: _____

COMPANY NAME: Oakwood Homes

ADDRESS: 4908 Tower Road, Denver, CO 80249

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

STATE REASON: Variance request to remove underdrain due to homes being constructed on crawl space foundation. The shallow crawl space foundation will be constructed without the foundation drain to attach to the underdrain. Additionally, there is no presence of ground water at the foundation level or any reason to believe that there will be ground water at the shallow foundation level in the future.

ATTACHED SUPPORTING DOCUMENTATION

YES

NO

PROPERTY OWNER SIGNATURE: _____

DATE: 11-10-2022

TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT

APPROVED

YES

NO

IF NO, REASON: _____

APPLICATION NO. 2

REUNION METROPOLITAN DISTRICT

BY: 

TITLE: District Engineer

DATE: 11/10/2022

SEND APPLICATION TO:

JR ENGINEERING
ATTN: AARON CLUTTER
7200 SOUTH ALTON WAY
SUITE C400
CENTENNIAL, COLORADO 80112
aclutter@jrengineering.com

REUNION METROPOLITAN DISTRICT
APPLICATION FOR UNDERDRAIN CONNECTION
TO DISTRICT UNDERDRAIN MAIN OR VARIANCE TO
DISTRICT UNDERDRAIN RULES AND REGULATIONS

THIS APPLICATION IS FOR: MAIN UNDERDRAIN SYSTEM VARIANCE

PROPERTY OWNER: Clayton Properties Group

LEGAL ADDRESS OF PROPERTY: FILING NO. 2, LOT NO. 1-23, BLOCK NO. 3,
SUBDIVISION Reunion Ridge

STREET ADDRESS OF PROPERTY: 10043, 10045, 10021, 10031, 10001 & 10003 Revere Ct.
12542, 12532, 12530, 12540, 12550, 12562, 12560, 12580, 12570, 12590, 12582, 12620, 12610,
12640, 12630, 12652 & 12650 E 100th Ave.

- TYPE OF PROPERTY(S): SINGLE-FAMILY RESIDENTIAL
 MULTI-FAMILY RESIDENTIAL
 COMMERCIAL SITE
 INDUSTRIAL SITE
 SCHOOL SITE
 PARKS / OPEN SPACE

APPLICANT: Dean Kilbourne

SIGNATURE: _____

COMPANY NAME: Oakwood Homes

ADDRESS: 4908 Tower Road, Denver, CO 80249

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

STATE REASON: Variance request to remove underdrain due to homes being constructed on crawl space foundation. The shallow crawl space foundation will be constructed without the foundation drain to attach to the underdrain. Additionally, there is no presence of ground water at the foundation level or any reason to believe that there will be ground water at the shallow foundation level in the future.

ATTACHED SUPPORTING DOCUMENTATION

YES

NO

PROPERTY OWNER SIGNATURE: _____

DATE: 11-10-2022

TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT

APPROVED

YES

NO

IF NO, REASON: _____

APPLICATION NO. 3

REUNION METROPOLITAN DISTRICT

BY: 

TITLE: District Engineer

DATE: 11/10/2022

SEND APPLICATION TO:

JR ENGINEERING
ATTN: AARON CLUTTER
7200 SOUTH ALTON WAY
SUITE C400
CENTENNIAL, COLORADO 80112
aclutter@jrengineering.com

REUNION METROPOLITAN DISTRICT
APPLICATION FOR UNDERDRAIN CONNECTION
TO DISTRICT UNDERDRAIN MAIN OR VARIANCE TO
DISTRICT UNDERDRAIN RULES AND REGULATIONS

THIS APPLICATION IS FOR: MAIN UNDERDRAIN SYSTEM VARIANCE

PROPERTY OWNER: Clayton Properties Group

LEGAL ADDRESS OF PROPERTY: FILING NO. 2, LOT NO. 1-36, BLOCK NO. 4,
SUBDIVISION Reunion Ridge

STREET ADDRESS OF PROPERTY: 10076, 10078, 10080, 10066, 10068, 10070, 10060, 10058, 10056, 10050, 10048, 10046, 10040, 10038 & 10036 Revere Ct. 10081, 10083, 10085, 10071, 10073, 10075, 10061, 10063, 10065, 10051, 10053, 10055, 10041, 10043 & 10045 Salem Ct. 12561, 12571, 12581, 12591, 12621 & 12641 E 100th Ave.

- TYPE OF PROPERTY(S): SINGLE-FAMILY RESIDENTIAL
 MULTI-FAMILY RESIDENTIAL
 COMMERCIAL SITE
 INDUSTRIAL SITE
 SCHOOL SITE
 PARKS / OPEN SPACE

APPLICANT: Dean Kilbourne

SIGNATURE: _____

COMPANY NAME: Oakwood Homes

ADDRESS: 4908 Tower Road, Denver, CO 80249

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

STATE REASON: Variance request to remove underdrain due to homes being constructed on crawl space foundation. The shallow crawl space foundation will be constructed without the foundation drain to attach to the underdrain. Additionally, there is no presence of ground water at the foundation level or any reason to believe that there will be ground water at the shallow foundation level in the future.

ATTACHED SUPPORTING DOCUMENTATION

YES

NO

PROPERTY OWNER SIGNATURE: _____

DATE: 11-10-2022

TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT

APPROVED

YES

NO

IF NO, REASON: _____

APPLICATION NO. 4

REUNION METROPOLITAN DISTRICT

BY: 

TITLE: District Engineer

DATE: 11/10/2022

SEND APPLICATION TO:

JR ENGINEERING
ATTN: AARON CLUTTER
7200 SOUTH ALTON WAY
SUITE C400
CENTENNIAL, COLORADO 80112
aclutter@jrengineering.com

REUNION METROPOLITAN DISTRICT
APPLICATION FOR UNDERDRAIN CONNECTION
TO DISTRICT UNDERDRAIN MAIN OR VARIANCE TO
DISTRICT UNDERDRAIN RULES AND REGULATIONS

THIS APPLICATION IS FOR: MAIN UNDERDRAIN SYSTEM VARIANCE

PROPERTY OWNER: Clayton Properties Group

LEGAL ADDRESS OF PROPERTY: FILING NO. 2, LOT NO. 1-35, BLOCK NO. 5,
SUBDIVISION Reunion Ridge

STREET ADDRESS OF PROPERTY: 10192, 10194, 10182, 10180, 10174, 10176, 10172, 10170, 10164, 10162, 10160, 10152, 10154, 10124, 10122, 10082, 10084, 10054, & 10052 Salem Ct. 10195, 10197, 10183, 10185, 10177, 10175, 10165, 10167, 10157, 10155, 10125, 10127, 10087, 10085, 10055 & 10057 Scranton Ct.

- TYPE OF PROPERTY(S): SINGLE-FAMILY RESIDENTIAL
 MULTI-FAMILY RESIDENTIAL
 COMMERCIAL SITE
 INDUSTRIAL SITE
 SCHOOL SITE
 PARKS / OPEN SPACE

APPLICANT: Dean Kilbourne

SIGNATURE: _____

COMPANY NAME: Oakwood Homes

ADDRESS: 4908 Tower Road, Denver, CO 80249

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

STATE REASON: Variance request to remove underdrain due to homes being constructed on crawl space foundation. The shallow crawl space foundation will be constructed without the foundation drain to attach to the underdrain. Additionally, there is no presence of ground water at the foundation level or any reason to believe that there will be ground water at the shallow foundation level in the future.

ATTACHED SUPPORTING DOCUMENTATION

YES

NO

PROPERTY OWNER SIGNATURE: _____

DATE: 11-10-2022

TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT

APPROVED

YES

NO

IF NO, REASON: _____

APPLICATION NO. 5

REUNION METROPOLITAN DISTRICT

BY: 

TITLE: District Engineer

DATE: 11/10/2022

SEND APPLICATION TO:

JR ENGINEERING
ATTN: AARON CLUTTER
7200 SOUTH ALTON WAY
SUITE C400
CENTENNIAL, COLORADO 80112
aclutter@jrengineering.com

REUNION METROPOLITAN DISTRICT
APPLICATION FOR UNDERDRAIN CONNECTION
TO DISTRICT UNDERDRAIN MAIN OR VARIANCE TO
DISTRICT UNDERDRAIN RULES AND REGULATIONS

THIS APPLICATION IS FOR: MAIN UNDERDRAIN SYSTEM VARIANCE

PROPERTY OWNER: Clayton Properties Group

LEGAL ADDRESS OF PROPERTY: FILING NO. 2, LOT NO. 1-12, BLOCK NO. 6,

SUBDIVISION Reunion Ridge

STREET ADDRESS OF PROPERTY: 10042, 10032 & 10024 Salem Ct. 12682, 12680, 12678, 12722, 12720, 12718, 12750, 12748 & 12746 E 100th Pl.

- TYPE OF PROPERTY(S):
- SINGLE-FAMILY RESIDENTIAL
 - MULTI-FAMILY RESIDENTIAL
 - COMMERCIAL SITE
 - INDUSTRIAL SITE
 - SCHOOL SITE
 - PARKS / OPEN SPACE

APPLICANT: Dean Kilbourne

SIGNATURE: _____

COMPANY NAME: Oakwood Homes

ADDRESS: 4908 Tower Road, Denver, CO 80249

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

STATE REASON: Variance request to remove underdrain due to homes being constructed on crawl space foundation. The shallow crawl space foundation will be constructed without the foundation drain to attach to the underdrain. Additionally, there is no presence of ground water at the foundation level or any reason to believe that there will be ground water at the shallow foundation level in the future.

ATTACHED SUPPORTING DOCUMENTATION

YES

NO

PROPERTY OWNER SIGNATURE: _____

DATE: 11-10-2022

TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT

APPROVED

YES

NO

IF NO, REASON: _____

APPLICATION NO. 6

REUNION METROPOLITAN DISTRICT

BY: 

TITLE: District Engineer

DATE: 11/10/2022

SEND APPLICATION TO:

JR ENGINEERING
ATTN: AARON CLUTTER
7200 SOUTH ALTON WAY
SUITE C400
CENTENNIAL, COLORADO 80112
aclutter@jrengineering.com

REUNION METROPOLITAN DISTRICT
APPLICATION FOR UNDERDRAIN CONNECTION
TO DISTRICT UNDERDRAIN MAIN OR VARIANCE TO
DISTRICT UNDERDRAIN RULES AND REGULATIONS

THIS APPLICATION IS FOR: MAIN UNDERDRAIN SYSTEM VARIANCE

PROPERTY OWNER: Clayton Properties Group

LEGAL ADDRESS OF PROPERTY: FILING NO. 2, LOT NO. 1-11, BLOCK NO. 7,
SUBDIVISION Reunion Ridge

STREET ADDRESS OF PROPERTY: 10196, 10198, 10188, 10186, 10176, 10178, 10168, 10166, 10158, 10136 & 10134 Scranton Ct.

- TYPE OF PROPERTY(S): SINGLE-FAMILY RESIDENTIAL
 MULTI-FAMILY RESIDENTIAL
 COMMERCIAL SITE
 INDUSTRIAL SITE
 SCHOOL SITE
 PARKS / OPEN SPACE

APPLICANT: Dean Kilbourne

SIGNATURE: _____

COMPANY NAME: Oakwood Homes

ADDRESS: 4908 Tower Road, Denver, CO 80249

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

STATE REASON: Variance request to remove underdrain due to homes being constructed on crawl space foundation. The shallow crawl space foundation will be constructed without the foundation drain to attach to the underdrain. Additionally, there is no presence of ground water at the foundation level or any reason to believe that there will be ground water at the shallow foundation level in the future.

ATTACHED SUPPORTING DOCUMENTATION

YES

NO

PROPERTY OWNER SIGNATURE: _____

DATE: 11-10-2022

TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT

APPROVED

YES

NO

IF NO, REASON: _____

APPLICATION NO. 7

REUNION METROPOLITAN DISTRICT

BY: 

TITLE: District Engineer

DATE: 11/10/2022

SEND APPLICATION TO:

JR ENGINEERING
ATTN: AARON CLUTTER
7200 SOUTH ALTON WAY
SUITE C400
CENTENNIAL, COLORADO 80112
aclutter@jrengineering.com

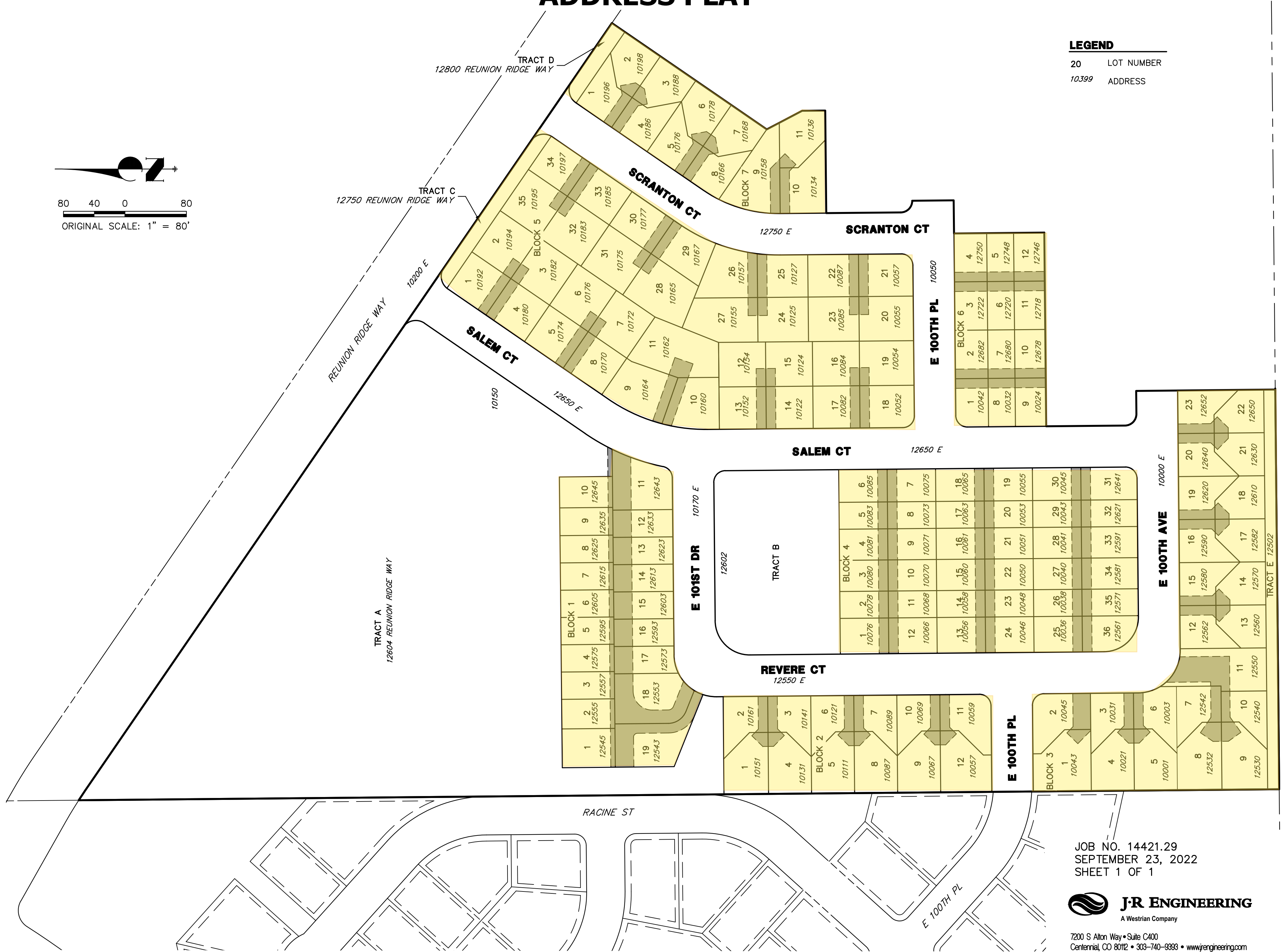
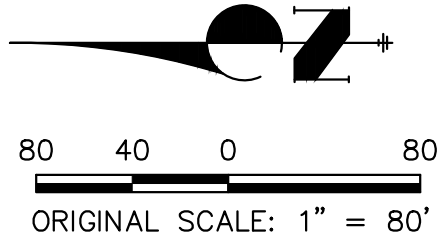
REUNION RIDGE FILING NO. 2

LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

ADDRESS PLAT

LEGEND

- 20 LOT NUMBER
- 10399 ADDRESS



JOB NO. 14421.29
 SEPTEMBER 23, 2022
 SHEET 1 OF 1



7200 S Alton Way • Suite C400
 Centennial, CO 80112 • 303-740-9393 • www.jrengineering.com

X:\1440000_ali\14421.29\Drawings\Sheet Drawings\Survey\Reunion Ridge F2\14421.29A5-F2.dwg, SHEET 1, 9/23/2022 2:28:43 PM, Vagstad

REUNION METROPOLITAN DISTRICT
APPLICATION FOR UNDERDRAIN CONNECTION
TO DISTRICT UNDERDRAIN MAIN OR VARIANCE TO
DISTRICT UNDERDRAIN RULES AND REGULATIONS

THIS APPLICATION IS FOR: MAIN UNDERDRAIN SYSTEM VARIANCE

PROPERTY OWNER: Clayton Properties Group

LEGAL ADDRESS OF PROPERTY: FILING NO. 3, LOT NO. 1-12, BLOCK NO. 1,

SUBDIVISION Reunion Ridge

STREET ADDRESS OF PROPERTY: 10022, 10014 & 10002 Salem Ct. 12677, 12675, 12673, 12717, 12715, 12713, 12745, 12743 & 12741 E 100th Ave.

- TYPE OF PROPERTY(S):
- SINGLE-FAMILY RESIDENTIAL
 - MULTI-FAMILY RESIDENTIAL
 - COMMERCIAL SITE
 - INDUSTRIAL SITE
 - SCHOOL SITE
 - PARKS / OPEN SPACE

APPLICANT: Dean Kilbourne

SIGNATURE: _____

COMPANY NAME: Oakwood Homes

ADDRESS: 4908 Tower Road, Denver, CO 80249

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

STATE REASON: Variance request to remove underdrain due to homes being constructed on crawl space foundation. The shallow crawl space foundation will be constructed without the foundation drain to attach to the underdrain. Additionally, there is no presence of ground water at the foundation level or any reason to believe that there will be ground water at the shallow foundation level in the future.

ATTACHED SUPPORTING DOCUMENTATION

YES

NO

PROPERTY OWNER SIGNATURE: _____

DATE: 11-10-2022

TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT

APPROVED

YES

NO

IF NO, REASON: _____

APPLICATION NO. 1

REUNION METROPOLITAN DISTRICT

BY: *Aaron L. Clutter*

TITLE: District Engineer

DATE: 11/10/2022

SEND APPLICATION TO:

JR ENGINEERING
ATTN: AARON CLUTTER
7200 SOUTH ALTON WAY
SUITE C400
CENTENNIAL, COLORADO 80112
aclutter@jrengineering.com

REUNION METROPOLITAN DISTRICT
APPLICATION FOR UNDERDRAIN CONNECTION
TO DISTRICT UNDERDRAIN MAIN OR VARIANCE TO
DISTRICT UNDERDRAIN RULES AND REGULATIONS

THIS APPLICATION IS FOR: MAIN UNDERDRAIN SYSTEM VARIANCE

PROPERTY OWNER: Clayton Properties Group

LEGAL ADDRESS OF PROPERTY: FILING NO. 3, LOT NO. 1-8, BLOCK NO. 2,
SUBDIVISION Reunion Ridge

STREET ADDRESS OF PROPERTY: 12662, 12660, 12672, 12670, 12712, 12710, 12730 & 12740
E 100th Ave.

- TYPE OF PROPERTY(S): SINGLE-FAMILY RESIDENTIAL
 MULTI-FAMILY RESIDENTIAL
 COMMERCIAL SITE
 INDUSTRIAL SITE
 SCHOOL SITE
 PARKS / OPEN SPACE

APPLICANT: Dean Kilbourne

SIGNATURE: _____

COMPANY NAME: Oakwood Homes

ADDRESS: 4908 Tower Road, Denver, CO 80249

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

STATE REASON: Variance request to remove underdrain due to homes being constructed on crawl space foundation. The shallow crawl space foundation will be constructed without the foundation drain to attach to the underdrain. Additionally, there is no presence of ground water at the foundation level or any reason to believe that there will be ground water at the shallow foundation level in the future.

ATTACHED SUPPORTING DOCUMENTATION

YES

NO

PROPERTY OWNER SIGNATURE: _____

DATE: 11-10-2022

TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT

APPROVED

YES

NO

IF NO, REASON: _____

APPLICATION NO. 2

REUNION METROPOLITAN DISTRICT

BY: *Aaron L. Clutter*

TITLE: District Engineer

DATE: 11/10/2022

SEND APPLICATION TO:

JR ENGINEERING
ATTN: AARON CLUTTER
7200 SOUTH ALTON WAY
SUITE C400
CENTENNIAL, COLORADO 80112
aclutter@jrengineering.com

REUNION METROPOLITAN DISTRICT
APPLICATION FOR UNDERDRAIN CONNECTION
TO DISTRICT UNDERDRAIN MAIN OR VARIANCE TO
DISTRICT UNDERDRAIN RULES AND REGULATIONS

THIS APPLICATION IS FOR: MAIN UNDERDRAIN SYSTEM VARIANCE

PROPERTY OWNER: Clayton Properties Group

LEGAL ADDRESS OF PROPERTY: FILING NO. 3, LOT NO. 1-21, BLOCK NO. 3,

SUBDIVISION Reunion Ridge

STREET ADDRESS OF PROPERTY: 12759, 12769, 12779, 12785, 12799, 12789, 12809, 12829, 12845 & 12839 E 100th Pl. 10131, 10169, 10179, 10181, 10183, 10193, 10191, 10189, 10195, 10197 & 10199 Troy Ct.

- TYPE OF PROPERTY(S):
- SINGLE-FAMILY RESIDENTIAL
 - MULTI-FAMILY RESIDENTIAL
 - COMMERCIAL SITE
 - INDUSTRIAL SITE
 - SCHOOL SITE
 - PARKS / OPEN SPACE

APPLICANT: Dean Kilbourne

SIGNATURE: _____

COMPANY NAME: Oakwood Homes

ADDRESS: 4908 Tower Road, Denver, CO 80249

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

STATE REASON: Variance request to remove underdrain due to homes being constructed on crawl space foundation. The shallow crawl space foundation will be constructed without the foundation drain to attach to the underdrain. Additionally, there is no presence of ground water at the foundation level or any reason to believe that there will be ground water at the shallow foundation level in the future.

ATTACHED SUPPORTING DOCUMENTATION

YES

NO

PROPERTY OWNER SIGNATURE: _____

DATE: 11-10-2022

TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT

APPROVED

YES

NO

IF NO, REASON: _____

APPLICATION NO. 3

REUNION METROPOLITAN DISTRICT

BY: *Aaron L. Clutter*

TITLE: District Engineer

DATE: 11/10/2022

SEND APPLICATION TO:

JR ENGINEERING
ATTN: AARON CLUTTER
7200 SOUTH ALTON WAY
SUITE C400
CENTENNIAL, COLORADO 80112
aclutter@jrengineering.com

REUNION METROPOLITAN DISTRICT
APPLICATION FOR UNDERDRAIN CONNECTION
TO DISTRICT UNDERDRAIN MAIN OR VARIANCE TO
DISTRICT UNDERDRAIN RULES AND REGULATIONS

THIS APPLICATION IS FOR: MAIN UNDERDRAIN SYSTEM VARIANCE

PROPERTY OWNER: Clayton Properties Group

LEGAL ADDRESS OF PROPERTY: FILING NO. 3, LOT NO. 1-24, BLOCK NO. 4,
SUBDIVISION Reunion Ridge

STREET ADDRESS OF PROPERTY: 10045, 10035, 10033, 10025, 10015 & 10005 Troy Ct. 12800, 12788, 12776, 12774, 12786, 12798, 12796, 12784 & 12772 E 100th Pl. 12771, 12783, 12795, 12793, 12781, 12769, 12767, 12779 & 12791 E 100th Ave.

- TYPE OF PROPERTY(S): SINGLE-FAMILY RESIDENTIAL
 MULTI-FAMILY RESIDENTIAL
 COMMERCIAL SITE
 INDUSTRIAL SITE
 SCHOOL SITE
 PARKS / OPEN SPACE

APPLICANT: Dean Kilbourne

SIGNATURE: _____

COMPANY NAME: Oakwood Homes

ADDRESS: 4908 Tower Road, Denver, CO 80249

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

STATE REASON: Variance request to remove underdrain due to homes being constructed on crawl space foundation. The shallow crawl space foundation will be constructed without the foundation drain to attach to the underdrain. Additionally, there is no presence of ground water at the foundation level or any reason to believe that there will be ground water at the shallow foundation level in the future.

ATTACHED SUPPORTING DOCUMENTATION YES NO

PROPERTY OWNER SIGNATURE: _____

DATE: 11-10-2022

TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT

APPROVED YES NO

IF NO, REASON: _____

APPLICATION NO. 4

REUNION METROPOLITAN DISTRICT

BY: *Aaron L. Clutter*

TITLE: District Engineer

DATE: 11/10/2022

SEND APPLICATION TO:

JR ENGINEERING
ATTN: AARON CLUTTER
7200 SOUTH ALTON WAY
SUITE C400
CENTENNIAL, COLORADO 80112
aclutter@jrengineering.com

REUNION METROPOLITAN DISTRICT
APPLICATION FOR UNDERDRAIN CONNECTION
TO DISTRICT UNDERDRAIN MAIN OR VARIANCE TO
DISTRICT UNDERDRAIN RULES AND REGULATIONS

THIS APPLICATION IS FOR: MAIN UNDERDRAIN SYSTEM VARIANCE

PROPERTY OWNER: Clayton Properties Group

LEGAL ADDRESS OF PROPERTY: FILING NO. 3, LOT NO. 1-27, BLOCK NO. 5,

SUBDIVISION Reunion Ridge

STREET ADDRESS OF PROPERTY: 12766, 12760, 12778, 12772, 12784, 12790, 12822, 12802, 12838, 12844, 12850, 12856, 12866, 12884 & 12872 E 100th Ave. 10006, 10008, 10012, 10026, 10022, 10016, 10036, 10032, 10028, 10038, 10046 & 10048 Troy Ct.

- TYPE OF PROPERTY(S): SINGLE-FAMILY RESIDENTIAL
 MULTI-FAMILY RESIDENTIAL
 COMMERCIAL SITE
 INDUSTRIAL SITE
 SCHOOL SITE
 PARKS / OPEN SPACE

APPLICANT: Dean Kilbourne

SIGNATURE: _____

COMPANY NAME: Oakwood Homes

ADDRESS: 4908 Tower Road, Denver, CO 80249

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

STATE REASON: Variance request to remove underdrain due to homes being constructed on crawl space foundation. The shallow crawl space foundation will be constructed without the foundation drain to attach to the underdrain. Additionally, there is no presence of ground water at the foundation level or any reason to believe that there will be ground water at the shallow foundation level in the future.

ATTACHED SUPPORTING DOCUMENTATION YES NO

PROPERTY OWNER SIGNATURE: _____

DATE: 11-10-2022

TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT

APPROVED YES NO

IF NO, REASON: _____

APPLICATION NO. 5

REUNION METROPOLITAN DISTRICT

BY: *Aaron L. Clutter*

TITLE: District Engineer

DATE: 11/10/2022

SEND APPLICATION TO:

JR ENGINEERING
ATTN: AARON CLUTTER
7200 SOUTH ALTON WAY
SUITE C400
CENTENNIAL, COLORADO 80112
aclutter@jrengineering.com

REUNION METROPOLITAN DISTRICT
APPLICATION FOR UNDERDRAIN CONNECTION
TO DISTRICT UNDERDRAIN MAIN OR VARIANCE TO
DISTRICT UNDERDRAIN RULES AND REGULATIONS

THIS APPLICATION IS FOR: MAIN UNDERDRAIN SYSTEM VARIANCE

PROPERTY OWNER: Clayton Properties Group

LEGAL ADDRESS OF PROPERTY: FILING NO. 3, LOT NO. 1-11, BLOCK NO. 6,

SUBDIVISION Reunion Ridge

STREET ADDRESS OF PROPERTY: 10058, 10056, 10066, 10096, 10086, 10070, 10154, 10164, 10172, 10184 & 10182 Troy Ct.

- TYPE OF PROPERTY(S): SINGLE-FAMILY RESIDENTIAL
 MULTI-FAMILY RESIDENTIAL
 COMMERCIAL SITE
 INDUSTRIAL SITE
 SCHOOL SITE
 PARKS / OPEN SPACE

APPLICANT: Dean Kilbourne

SIGNATURE: _____

COMPANY NAME: Oakwood Homes

ADDRESS: 4908 Tower Road, Denver, CO 80249

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

STATE REASON: Variance request to remove underdrain due to homes being constructed on crawl space foundation. The shallow crawl space foundation will be constructed without the foundation drain to attach to the underdrain. Additionally, there is no presence of ground water at the foundation level or any reason to believe that there will be ground water at the shallow foundation level in the future.

ATTACHED SUPPORTING DOCUMENTATION

YES

NO

PROPERTY OWNER SIGNATURE: _____

DATE: 11-10-2022

TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT

APPROVED

YES

NO

IF NO, REASON: _____

APPLICATION NO. 6

REUNION METROPOLITAN DISTRICT

BY: 

TITLE: District Engineer

DATE: 11/10/2022

SEND APPLICATION TO:

JR ENGINEERING
ATTN: AARON CLUTTER
7200 SOUTH ALTON WAY
SUITE C400
CENTENNIAL, COLORADO 80112
aclutter@jrengineering.com

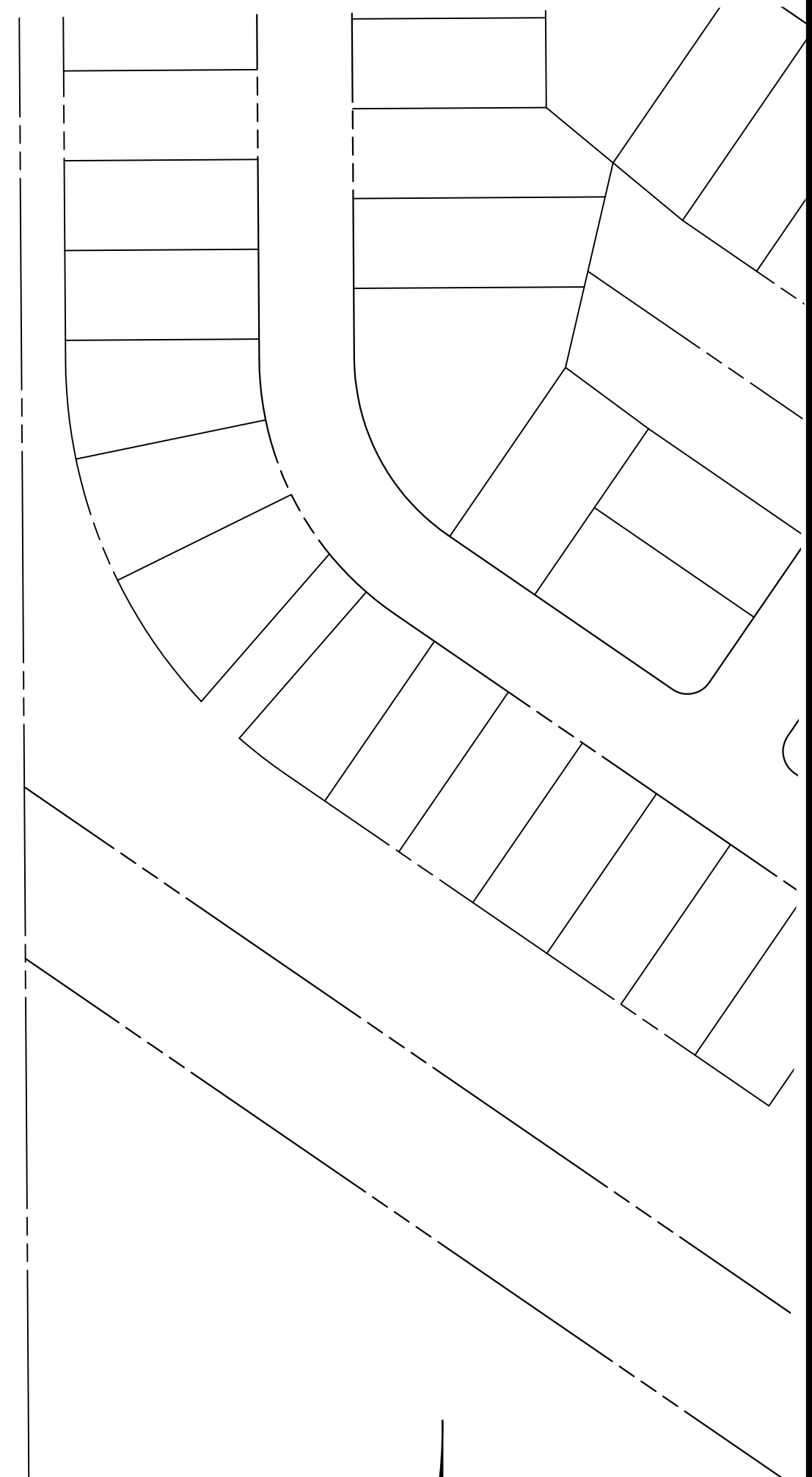
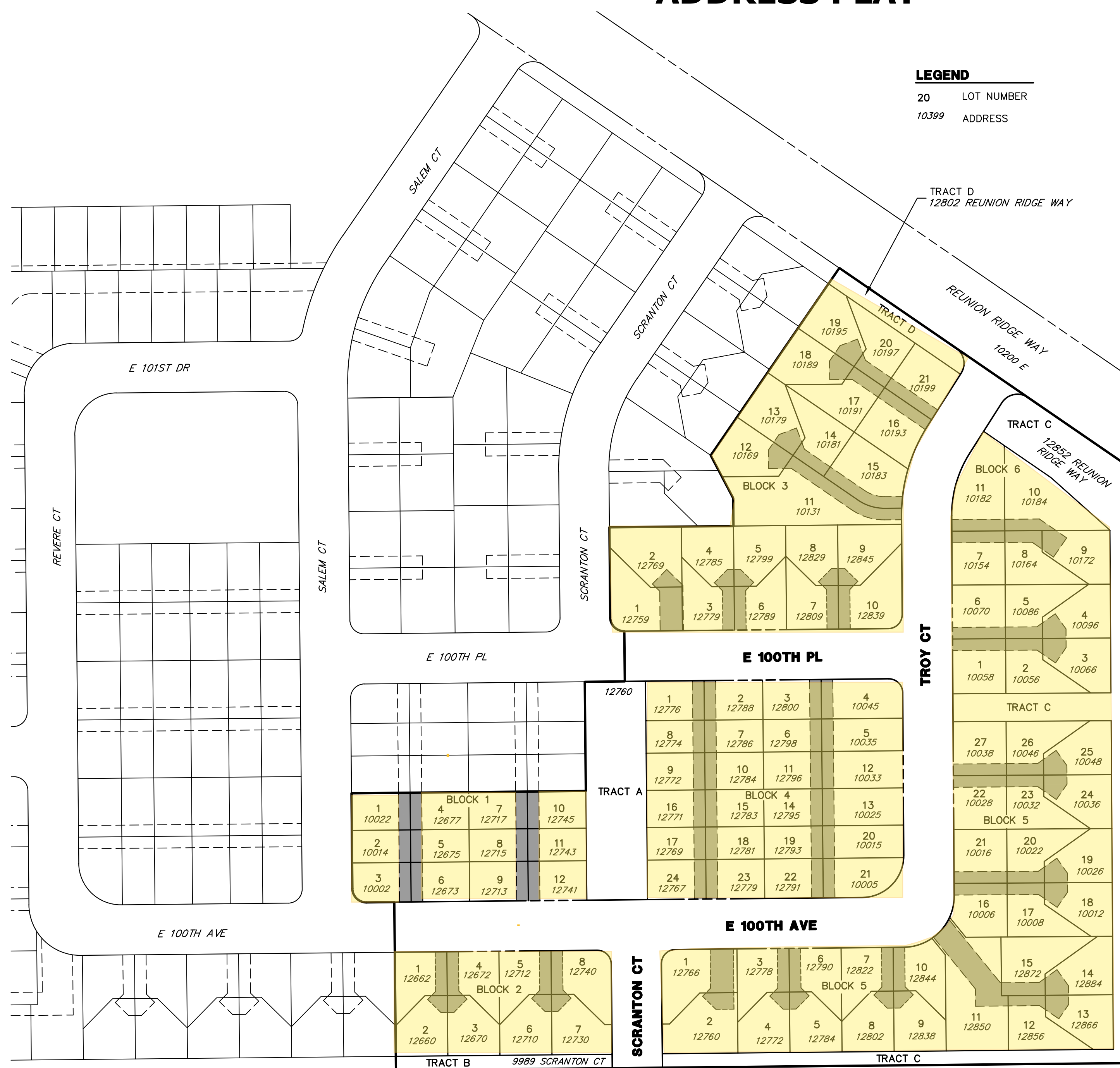
REUNION RIDGE FILING NO. 3

LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

ADDRESS PLAT

LEGEND

- 20 LOT NUMBER
- 10399 ADDRESS



80 40 0 80
ORIGINAL SCALE: 1" = 80'

JOB NO. 14421.29
SEPTEMBER 23, 2022
SHEET 1 OF 1



7200 S Alton Way • Suite C400
Centennial, CO 80112 • 303-740-9393 • www.jrengineering.com

X:\1440000\all\14421\20\Drawings\Survey\Reunion Ridge F3\14421.29A-F3.dwg, SHEET 1, 9/23/2022 2:37:12 PM, Vagstad

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
REUNION METROPOLITAN DISTRICT**

**CONCERNING THE ADOPTION OF THE 2023 ADDENDUM TO THE POLICIES AND
PROCEDURES FOR COVENANT AND RULE ENFORCEMENT**

WHEREAS, Reunion Metropolitan District (the “**District**”) was formed pursuant to §§32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by and Order and Decree of the District Court for Adams County, Colorado, recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on December 27, 2000 at Reception No. C0745593 (the “**Reunion Organizational Order**”) and after approval of the District’s eligible electors at an election; and

WHEREAS, the District adopted Policies and Procedures for Covenant and Rule Enforcement on November 1, 2016 (the “**Enforcement Policy**”); and

WHEREAS, the Enforcement Policy sets forth certain Landscape Escrow and Deposit for Cure Fee amounts; and

WHEREAS, the Enforcement Policy provides that the rate of the Landscape Escrow and Deposit for Cure Fee are to be established by the District pursuant to annual addenda to the Enforcement Policy; and

WHEREAS, the Board of Directors of the District desires to establish the rate of the Landscape Escrow and the Deposit for Cure Fee for 2023.

NOW, THEREFORE, be it resolved by the Board as follows:

1. 2023 ADDENDUM. The Board of Directors hereby adopts the 2023 Addendum to Policies and Procedures for Covenant and Rule Enforcement, attached hereto and incorporated herein as Exhibit A (the “**Addendum**”), which hereby establishes the rate of the Landscape Escrow and Deposit for Cure Fee to be charged and imposed by the District for the 2023 calendar year.

2. EFFECTIVE DATE. This Resolution and the Addendum shall become effective as of January 1, 2023.

ADOPTED this 15th day of November, 2022.

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature page to Resolution Concerning the 2023 Addendum to the Policies and Procedures for Covenant and Rule Enforcement

EXHIBIT A**2023 ADDENDUM TO THE
POLICIES AND PROCEDURES FOR COVENANT AND RULE ENFORCEMENT**

Effective as of January 1, 2023

Landscape Escrow	
Front or Rear Yard	\$2,500.00
Both Front and Rear Yard	\$5,000.00
For lots over 7,500 square feet	Amount to be determined on a case-by-case basis by District staff
Deposit for Cure Fee	Sliding Scale
	Based upon 10% of the estimated cost of improvements with a \$25.00 administrative fee.
	Applies to accounts with estimated costs of improvements of at least \$500.00.

EXTENSION TO MANAGEMENT AGREEMENT

This **EXTENSION TO MANAGEMENT AGREEMENT** (the “**Agreement**”) is entered into this 15th day of November, 2022, by and between **REUNION METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Reunion District**”), **NORTH RANGE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 1**”) and the **REUNION HOMEOWNERS ASSOCIATION, INC.**, a Colorado nonprofit corporation (the “**HOA**”). The Reunion District, District No. 1 and the HOA are collectively referred to as the “**Parties.**”

RECITALS

WHEREAS, the Reunion District, District No. 1 and the HOA entered into that Management Agreement dated July 1, 2007, as amended by the First Amendment to the Management Agreement on October 7, 2008 (collectively the “**Management Agreement**”) whereby the HOA delegated responsibility for the Services (as defined in the Management Agreement) under the HOA Documents (as defined in the Management Agreement) to District No. 1 and District No. 1 accepted such delegation; and

WHEREAS, the Reunion District, District No. 1 and North Range Metropolitan District Nos. 2-5 were parties to that certain Amended and Restated Facilities Funding, Construction and Operations Agreement, dated March 12, 2002 (the “**FFCO**”), which set forth the relationship among the parties in relation to the construction, operation and maintenance of public improvements, as well as the administration of the parties; and

WHEREAS, on April 11, 2016, the parties to the FFCO terminated the FFCO and the Reunion District, District No. 1, and North Range Metropolitan District Nos. 2-4 entered into that certain District Operating Services Agreement, dated June 3, 2016, which governs coordination between the parties subject to the District Operating Services Agreement, and pursuant to which the Services have been undertaken by Reunion District on behalf of District No. 1; and

WHEREAS, unless otherwise defined herein, all terms set forth in this Agreement have the meaning as set forth in the Management Agreement; and

WHEREAS, the Management Agreement is authorized on the basis of a fiscal year, subject to agreed extension by the Parties; and

WHEREAS, the Parties have extended the Management Agreement and renewed the obligations therein through and until December 31, 2022, and have determined it is appropriate and in the best interests of all Parties to extend the Management Agreement for the next fiscal year, through December 31, 2023.

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

- 1) Term of Management Agreement. It is expressly agreed the Term of the Management Agreement as specified in Paragraph 16 of the Management Agreement has been extended to December 31, 2023.
- 2) Defined Terms. Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Management Agreement.
- 3) Prior Provisions Effective. Except as specifically amended by this Agreement, all the terms and provisions of the Management Agreement shall remain in full force and effect.
- 4) Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

REUNION DISTRICT:

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

By: _____
Its: _____

ATTEST:

DISTRICT NO. 1:

NORTH RANGE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Its: _____

ATTEST:

HOA:

**REUNION HOMEOWNERS ASSOCIATION,
INC., a Colorado nonprofit corporation**

By: _____
Its: _____

QUIT CLAIM DEED

(No Documentary Fee Required - Exempt under § 39-13-102(2)(a), C.R.S.)

THIS DEED, made this ____ day of _____, 2022, by and between **SHEA HOMES LIMITED PARTNERSHIP**, a California limited partnership (“**Grantor**”), and **REUNION METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**Grantee**”).

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, sell and QUIT CLAIM, unto Grantee, Grantee’s successors and assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to the property, situated, lying and being in the County of Adams, State of Colorado, as more particularly described in **Exhibit A**, attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, the Grantee’s successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this **QUIT CLAIM DEED** on the date set forth above.

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of Property

The following described real property located in the County of Adams, State of Colorado:

Tract F,
Reunion Filing No. 5,
City of Commerce City,
County of Adams, State of Colorado.

Tract A
Reunion Filing No. 18
City of Commerce City,
County of Adams, State of Colorado.

ASSIGNMENT OF NON-EXCLUSIVE EASEMENT

This ASSIGNMENT OF NON-EXCLUSIVE EASEMENT (this “**Assignment**”) made and entered into as of _____, 2022, by and between SHEA HOMES LIMITED PARTERSHIP (“**Shea**”) and REUNION METROPOLITAN DISTRICT (“**Reunion**”).

WHEREAS, pursuant to the Final Subdivision Plat for Reunion Filing No. 10, recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on August 5, 2003, at Reception No. C1187430 (the “**Plat**”), Shea excepted and reserved to itself a non-exclusive easement over Tracts RR, ZZ, AAA, EEE, FFF, GGG, HHH, III, LLL, MMM, NNN, OOO, PPP, QQQ, RRR and SSS on the Plat (the “**Landscaped Tracts**”) for the installation, maintenance, repair and replacement of monument signage, real estate signage and directories, and landscaping improvements and materials (each a “**Landscaping and Signage Easement**” and collectively, the “**Landscaping and Signage Easements**”); and

WHEREAS, the Plat provides that Shea shall have the right from time to time to transfer the Landscaping and Signage Easements, or any one or more of them, or to grant rights to use the same, to any one or more persons or parties; and

WHEREAS, Shea desires to transfer to Reunion the Landscaping and Signage Easements and Reunion has agreed to accept such transfer; and

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

1. Incorporation of Recitals. The Recitals are hereby incorporated into the terms and conditions of this Assignment.
2. Assignment. As of the date of this Assignment, Shea transfers to Reunion all its right, title, and interest in the Landscaping and Signage Easements as set forth on the Plat, and hereby affirms and ratifies any prior actions of Reunion relative to the installation, maintenance, repair and/or replacement of any monument signage, real estate signage and directories, and/or landscaping improvements and materials within the Landscaping and Signage Easements.
3. Acceptance of Assignment. As of the date of this Assignment, Reunion accepts said transfer from Shea.
4. Counterpart Execution. This Assignment may be executed in counterparts, each of which shall be deemed an original, and 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.
5. Recording of Assignment. This Assignment shall be recorded in the real property records of the Clerk and Recorder of Adams County, Colorado

[Signature pages follow.]

ASSIGNMENT OF NON-EXCLUSIVE EASEMENT

This ASSIGNMENT OF NON-EXCLUSIVE EASEMENT (this “**Assignment**”) made and entered into as of _____, 2022, by and between SHEA HOMES LIMITED PARTERSHIP (“**Shea**”) and REUNION METROPOLITAN DISTRICT (“**Reunion**”).

WHEREAS, pursuant to the Final Subdivision Plat for Reunion Filing No. 14, recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on November 18, 2003, at Reception No. C1240723 (the “**Plat**”), Shea excepted and reserved to itself a non-exclusive easement over the areas shown on the Plat as Right-of-Way Landscape Easement Areas (the “**Landscaped Areas**”) for the installation, maintenance, repair and replacement of monument signage, real estate signage and directories, and landscaping improvements and materials (each a “**Landscaping and Signage Easement**” and collectively, the “**Landscaping and Signage Easements**”); and

WHEREAS, the Plat provides that Shea shall have the right from time to time to transfer the Landscaping and Signage Easements, or any one or more of them, or to grant rights to use the same, to any one or more persons or parties; and

WHEREAS, Shea desires to transfer to Reunion the Landscaping and Signage Easements and Reunion has agreed to accept such transfer; and

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

1. Incorporation of Recitals. The Recitals are hereby incorporated into the terms and conditions of this Assignment.
2. Assignment. As of the date of this Assignment, Shea transfers to Reunion all its right, title, and interest in the Landscaping and Signage Easements as set forth on the Plat, and hereby affirms and ratifies any prior actions of Reunion relative to the installation, maintenance, repair and/or replacement of any monument signage, real estate signage and directories, and/or landscaping improvements and materials within the Landscaping and Signage Easements.
3. Acceptance of Assignment. As of the date of this Assignment, Reunion accepts said transfer from Shea.
4. Counterpart Execution. This Assignment may be executed in counterparts, each of which shall be deemed an original, and 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.
5. Recording of Assignment. This Assignment shall be recorded in the real property records of the Clerk and Recorder of Adams County, Colorado

[Signature pages follow.]

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
REUNION METROPOLITAN DISTRICT**

**ACCEPTING MAINTENANCE OF AUTO COURTS, PERIMETER FENCES
AND LANDSCAPING**

(Filing No. 18, First Amendment)

WHEREAS, Reunion Metropolitan District (the “**District**”), is a quasi-municipal corporation and political subdivision of the State of Colorado duly organized and existing as a metropolitan district under §§ 32-1-101, *et seq.*, C.R.S., the Colorado Constitution and the laws of the State of Colorado; and

WHEREAS, the District was formed for the purpose of design, acquisition, construction, installation, maintenance and financing of water, sanitary sewer, street and safety protection, park and recreation, mosquito control, transportation, television relay and translation, and fire protection improvements and facilities within and without the boundaries of the District; subject to any limitations contained in the Service Plan for the District, as amended; and

WHEREAS, Clayton Properties Group II, Inc. recorded that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Reunion Carriage House (Filing No. 18 First Amendment) in the real property records of the Clerk and Recorder of Adams County, Colorado, on November 30, 2018, at Reception Number 201800009629 (the “**Declaration**”); and

WHEREAS, pursuant to Article 5, Section 5.2(a) of the Declaration, each Residence (as defined in the Declaration) in a Residential Cluster (as defined in the Declaration) shares an “**Auto Court**” (as defined in the Declaration); and

WHEREAS, pursuant to Article 4, Section 4.2(c) of the Declaration, the Subdistrict (as defined in the Declaration) shall have the authority and power, but not the obligation, to provide certain Supplemental Services (as defined in the Declaration), including snow removal from the Auto Courts, and maintenance and repair of the paving in the Auto Courts (collectively, the “**Auto Court Maintenance**”); and

WHEREAS, Article 5, Section 5.2(b)(ii) of the Declaration provides that the Subdistrict shall maintain, repair, and replace the “**Perimeter Fences**” (as defined in the Declaration) as more fully provided in the Declaration (the “**Fence Maintenance**”); and

WHEREAS, Article 5, Section 5.2(c)(iii) of the Declaration provides that, following the expiration of the one-year warranty period, and only after inspection and acceptance by the Subdistrict, the Subdistrict shall be responsible for the maintenance, repair, and replacement of the Front-Yard Landscaping (the “**Front-Yard Landscaping**”) on the Lots (as defined in the Declaration), as more fully provided in the Declaration (the “**Landscape Maintenance**”); and

WHEREAS, pursuant to that certain Assignment of Rights Under the Supplemental Declaration of Covenants, Conditions and Restrictions for Reunion Carriage House (Filing No 18

First Amendment), recorded in the real property records of the Clerk and Recorder of Adams County, Colorado, on February 10, 2020, at Reception Number 2020000012634, North Range Metropolitan District No. 1, Subdistrict No. 2, as the “Subdistrict” under the Declaration, assigned its rights and obligations under the Declaration to the District, and as such, references to the “Subdistrict” in the Declaration shall be deemed to be references to the District; and

WHEREAS, the Auto Courts, Perimeter Fences, and Front-Yard Landscaping have been installed or constructed on the Lots; and

WHEREAS, the District desires to acknowledge and/or accept its maintenance obligations for the Auto Courts, Perimeter Fences, and Front-Yard Landscaping, as more fully set forth herein.

NOW, THEREFORE, be it resolved by the Board of the District as follows:

1. Auto Court Maintenance. In accordance with Article 4, Section 4.2(c) of the Declaration, the District hereby determines to provide the Auto Court Maintenance relative to the Auto Courts within Reunion Filing No. 18, First Amendment, as more fully provided in the Declaration.

2. Perimeter Fence Maintenance. In accordance with Article 5, Section 5.2(b)(ii) of the Declaration, the District acknowledges its obligation to provide the Fence Maintenance, as more fully provided in the Declaration.

3. Landscape Maintenance. Article 5, Section 5.2(c)(iii) of the Declaration, the District acknowledges that the one-year warranty relative to the Front-Yard Landscaping has expired, and the District hereby formally accepts the Front-Yard Landscaping for purposes of maintenance, and hereby acknowledges its obligation to provide the Landscape Maintenance, as more fully provided in the Declaration.

[The remainder of this page intentionally left blank.]

ADOPTED this 15th day of November, 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

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
REUNION METROPOLITAN DISTRICT**

**ACCEPTING MAINTENANCE OF AUTO COURTS, PERIMETER FENCES
AND LANDSCAPING**

(Filing No. 20, First Amendment)

WHEREAS, Reunion Metropolitan District (the “**District**”), is a quasi-municipal corporation and political subdivision of the State of Colorado duly organized and existing as a metropolitan district under §§ 32-1-101, *et seq.*, C.R.S., the Colorado Constitution and the laws of the State of Colorado; and

WHEREAS, the District was formed for the purpose of design, acquisition, construction, installation, maintenance and financing of water, sanitary sewer, street and safety protection, park and recreation, mosquito control, transportation, television relay and translation, and fire protection improvements and facilities within and without the boundaries of the District; subject to any limitations contained in the Service Plan for the District, as amended; and

WHEREAS, Clayton Properties Group II, Inc. recorded that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Reunion Carriage House (Filing No. 20, First Amendment) in the real property records of the Clerk and Recorder of Adams County, Colorado, on November 30, 2018, at Reception Number 201800009628 (the “**Declaration**”); and

WHEREAS, pursuant to Article 5, Section 5.2(a) of the Declaration, each Residence (as defined in the Declaration) in a Residential Cluster (as defined in the Declaration) shares an “**Auto Court**” (as defined in the Declaration); and

WHEREAS, pursuant to Article 4, Section 4.2(c) of the Declaration, the Subdistrict (as defined in the Declaration) shall have the authority and power, but not the obligation, to provide certain Supplemental Services (as defined in the Declaration), including snow removal from the Auto Courts, and maintenance and repair of the paving in the Auto Courts (collectively, the “**Auto Court Maintenance**”); and

WHEREAS, Article 5, Section 5.2(b)(ii) of the Declaration provides that the Subdistrict shall maintain, repair, and replace the “**Perimeter Fences**” (as defined in the Declaration) as more fully provided in the Declaration (the “**Fence Maintenance**”); and

WHEREAS, Article 5, Section 5.2(c)(iii) of the Declaration provides that, following the expiration of the one-year warranty period, and only after inspection and acceptance by the Subdistrict, the Subdistrict shall be responsible for the maintenance, repair, and replacement of the Front-Yard Landscaping (the “**Front-Yard Landscaping**”) on the Lots (as defined in the Declaration), as more fully provided in the Declaration (the “**Landscape Maintenance**”); and

WHEREAS, pursuant to that certain Assignment of Rights Under the Supplemental Declaration of Covenants, Conditions and Restrictions for Reunion Carriage House (Filing No.

20, First Amendment), recorded in the real property records of the Clerk and Recorder of Adams County, Colorado, on September 15, 2020, at Reception Number 2020000091626, North Range Metropolitan District No. 2, Subdistrict No. 1, as the "Subdistrict" under the Declaration, assigned its rights and obligations under the Declaration to the District, and as such, references to the "Subdistrict" in the Declaration shall be deemed to be references to the District; and

WHEREAS, the Auto Courts, Perimeter Fences, and Front-Yard Landscaping have been installed or constructed on the Lots; and

WHEREAS, the District desires to acknowledge and/or accept its maintenance obligations for the Auto Courts, Perimeter Fences, and Front-Yard Landscaping, as more fully set forth herein.

NOW, THEREFORE, be it resolved by the Board of the District as follows:

1. Auto Court Maintenance. In accordance with Article 4, Section 4.2(c) of the Declaration, the District hereby determines to provide the Auto Court Maintenance relative to the Auto Courts within Reunion Filing No. 18, First Amendment, as more fully provided in the Declaration.

2. Perimeter Fence Maintenance. In accordance with Article 5, Section 5.2(b)(ii) of the Declaration, the District acknowledges its obligation to provide the Fence Maintenance, as more fully provided in the Declaration.

3. Landscape Maintenance. Article 5, Section 5.2(c)(iii) of the Declaration, the District acknowledges that the one-year warranty relative to the Front-Yard Landscaping has expired, and the District hereby accepts the Front-Yard Landscaping for purposes of maintenance, and hereby acknowledges its obligation to provide the Landscape Maintenance, as more fully provided in the Declaration.

[The remainder of this page intentionally left blank.]

ADOPTED this 15th day of November, 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

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
REUNION METROPOLITAN DISTRICT**

ACCEPTING SNOW REMOVAL OBLIGATIONS
(Filing No. 36)

WHEREAS, Reunion Metropolitan District (the “**District**”), is a quasi-municipal corporation and political subdivision of the State of Colorado duly organized and existing as a metropolitan district under §§ 32-1-101, *et seq.*, C.R.S., the Colorado Constitution and the laws of the State of Colorado; and

WHEREAS, the District was formed for the purpose of design, acquisition, construction, installation, maintenance and financing of water, sanitary sewer, street and safety protection, park and recreation, mosquito control, transportation, television relay and translation, and fire protection improvements and facilities within and without the boundaries of the District; subject to any limitations contained in the Service Plan for the District, as amended; and

WHEREAS, Clayton Properties Group II, Inc. recorded that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Reunion Duets (Filing No. 36) in the real property records of the Clerk and Recorder of Adams County, Colorado, on April 16, 2020, at Reception Number 2020000035140 (the “**Declaration**”); and

WHEREAS, pursuant to Article 4, Section 4.2(c) of the Declaration, the District (as defined in the Declaration) shall have the authority and power, but not the obligation, to provide certain Supplemental Services (as defined in the Declaration), including snow removal from the Private Streets (as defined in the Declaration) and the sidewalks in the Supplemental Community (as defined in the Declaration) (collectively, the “**Snow Removal Services**”); and

WHEREAS, pursuant to that certain Assignment of Rights Under the Supplemental Declaration of Covenants, Conditions and Restrictions for Reunion Duets (Filing No. 36), recorded in the real property records of the Clerk and Recorder of Adams County, Colorado, on September 15, 2020, at Reception Number 2020000091628, North Range Metropolitan District No. 2, as the “**District**” under the Declaration, assigned its rights and obligations under the Declaration to the District, and as such, references to the “**District**” in the Declaration shall be deemed to be references to the District; and

WHEREAS, the Private Streets and sidewalks have been constructed; and

WHEREAS, the District desires to accept the obligation to provide the Snow Removal Services for the Private Streets and sidewalks in the Supplemental Community, as more fully set forth herein.

NOW, THEREFORE, be it resolved by the Board of the District as follows:

1. Snow Removal Services. In accordance with Article 4, Section 4.2(c) of the Declaration, the District hereby determines to provide the Snow Removal Services relative to the Private Streets and sidewalks within the Supplemental Community, as more fully provided in the Declaration. For purposes of the foregoing, “sidewalks” shall be deemed to be the common sidewalks in front of the homes on the Lots, as well as the walkways from such common sidewalks to the front porch steps of the home on each Lot.

[The remainder of this page intentionally left blank.]

ADOPTED this 15th day of November, 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

**Shareholders**

Paul R. Cockrel
 Evan D. Ela
 Linda M. Glesne
 David A. Greher
 Matthew P. Ruhland

Associates

Joseph W. Norris
 Harley G. Gifford
 Madison D. Phillips

Paralegals

Micki Mills
 Sarah Luetjen

November 4, 2022

ATTORNEY-CLIENT PRIVILEGED

VIA E-MAIL

Board of Directors
 Reunion Metropolitan District
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, Colorado 80111

Re: Letter of Engagement

Dear Board Members:

We understand that the Reunion Metropolitan District (the “**Client**”) desires to appoint Cockrel Ela Glesne Greher & Ruhland, P.C. (the “**Firm**”), as the Client’s general counsel pursuant to Section 32-1-1001(1)(i), C.R.S., for certain matters as further described below. This letter is intended to outline the terms governing our representation of the Client.

1. Scope of Services.

The Firm will advise the Client on all District-related matters referred to the Firm by the Client. We will take our direction from the Board of Directors (the “**Board**”) and the President and/or Secretary of the Board, or such other person as is designated by the Board to be its representative and spokesperson for purposes of communication with the Firm. We do not represent (i) any person or entity (except the Client itself); (ii) individual members of the Board; (iii) employees or agents of the Client; or (iv) any landowner, developer or other person within the District (collectively, the “**Other Persons**”), and all services are provided only for the benefit of the Client and not for the Other Persons. The Firm owes professional responsibilities only to the Client itself. In all matters involving the Client, such Other Persons should retain their own legal counsel.

2. Designation of Attorney and Assistants.

David Greher and Matt Ruhland, Shareholders in the Firm, are designated as the attorneys primarily responsible for the legal services rendered to the Client. Other qualified attorneys and



paralegals may also perform services under our supervision in order to most effectively provide a particular service or to minimize costs.

3. Potential Conflicts of Interest.

In addition to the representation under this Letter of Engagement, the Firm is anticipated to simultaneously represent the following metropolitan districts which have been organized to serve the same master development: Reunion Ridge Metropolitan District Nos. 1-4, Reunion Village Metropolitan District Nos. 1-5, Reunion Sports Entertainment and Cultural Metropolitan District, Reunion Natural Resource Metropolitan District, North Range Metropolitan District No. 3 and Reunion Center Metropolitan District Nos. 1-5 (collectively, the “**Other Districts**”). Although we do not believe a conflict of interest currently exists between the Client and any of the Other Districts, the Client’s approval of this Engagement Letter represents the Client’s consent to such potential conflicts of interest. If a dispute were to arise in the future between the Client and any of the Other Districts, the Firm would likely be unable to represent the Client or any of the Other Districts in such matter.

4. Compensation.

The Firm shall provide to the Client a monthly billing statement detailing the services rendered and the amount of time spent in performance thereof. The Client shall pay for the total time of all attorneys, paralegals and clerks at the current rates in effect for the services rendered.

Clerical services are not routinely billed to the Client, but out-of-the-ordinary use of a clerical person’s time may be billed in the Firm’s reasonable discretion. Paralegals and law clerks are utilized when their skills are commensurate with a particular project, so as to minimize the costs billed to the Client. The Firm supervises the work product of associates, paralegals and law clerks.

The Firm’s current billing rates are set forth on the Fee Schedule attached hereto, which are subject to adjustment, but not by more than 10% collectively at any time without written notice.

The Firm shall not be obligated to perform any services if payment is not made within 60 days after invoicing. If payment for any services or expenses on the project remain unpaid for more than 30 days, unpaid amounts will be charged interest at the rate of 1.5% per month, compounded monthly (19.6% APR). The Client shall be responsible for any costs of collection incurred by the Firm, including reasonable attorneys’ fees.

5. Expenses.

Expenses for which the Firm will or will not receive reimbursement are as follows, along with the rates for such reimbursement:



(a) Mileage.

No charge, unless lengthy travel distance.

(b) Out-of-Town Travel.

Expenses at cost without mark-up. Travel time by Attorneys and staff will be billed at current billing rates. Trips will be coordinated with other clients, to the extent possible, to minimize travel costs.

(c) Long-Distance Telephone Service.

No charge, unless unusual circumstances exist – such as lengthy time, multiple parties and/or teleconferencing.

(d) Computer Expenses.

No charge, except for computer research, Lexis/Nexis or other special costs; billed at actual cost without mark-up.

(e) Photocopies.

No charge for in-house copying, unless large volume of copying. Outside copying and printing billed at actual cost without mark-up.

(f) Postage.

No charge for usual first-class mailings, such as mailings to the Client, courts, counsel of record and other consultants. Mass mailings, such as election notices, and overnight and special delivery mailings billed at actual cost without mark-up.

(g) Facsimile.

No charge.

(h) Couriers.

Courier service will be used on an as-needed basis with the cost thereof being billed to the Client without mark-up.

(i) Other Reimbursables.

Other reimbursables include our payment of filing fees, costs for service of process and related services, expert witness fees (only as pre-authorized by the Client), court reporter fees for transcript of testimony, court reporter appearance fees, county clerk and recorder's fees for recording of documents, title company's fees for reports of title,



publication fees, election materials and other related expenses. All such reimbursables will be billed to the Client at cost without mark-up.

(j) Other Expenses.

Certain services and expenses not otherwise documented herein (e.g. private investigator, special counsel, etc.) may become necessary under certain circumstances. To the extent that such services are required, the Firm will first obtain authorization from the Client before incurring such costs. As such expenses are incurred, they will be billed to the Client.

It is understood that the Client is not responsible for any general secretarial support or general office expenses of Attorney.

6. Communications between Attorney and Client.

Written and oral communication between the Firm and the Client on the Client's matters shall be made using all current forms of technology including mail, express courier, courier, fax, email, land-based telephone, cellular telephone and other electronic means of communication as such technology becomes available. The security of such means of communication, particularly electronic means such as fax, e-mail and cellular telephone cannot be guaranteed, and therefore a risk exists that privileges such as the attorney-Client privilege may be waived if a communication is inadvertently received by persons other than the Client. If the Client desires to avoid the risk of inadvertent disclosure by any particular means of communication, the Client must contact one of the responsible attorneys at the Firm and instruct such person as to any unacceptable means of communication for Client matters.

7. Disclaimer of Warranties.

There can be no warranties as to the success of any matter undertaken by the Firm in the representation of the Client. All expressions made by the Firm relative thereto are solely matters of the Firm's opinion.

8. Power of Attorney to Execute Documents.

The Client grants to the Firm the power to execute documents connected with the representation of the Client, which have been generally approved by the Client, including pleadings, applications, protests, contracts, commercial papers, settlement agreements and releases, verifications, dismissals, orders, and all other documents associated with the services provided hereunder.



9. Document Retention/Destruction.

The Client is advised that the files created and compiled by the Firm for work on Client matters, including notes, correspondence, pleadings, research and any other documents prepared by the Firm, will not be retained indefinitely. Upon Client request, we will return Client files to the Client or its designee once a matter is concluded, so long as the Client has paid all fees and costs. We may retain copies of all or any portion of the Client’s file duplicated at our expense. If the Client does not request its files, we will keep the files and information therein for a minimum of thirty days after the conclusion or termination of representation, after which we may retain, destroy or otherwise dispose of them as we deem appropriate, except that we will not destroy (i) original documents entrusted to us for continued representation as part of our services; and (ii) any documents that the Client is obligated by law to retain.

10. Entire Agreement.

The terms herein represent the entire agreement of the parties concerning the representation of the Client by the Firm. The agreement represented by this letter may not be amended or modified except in writing and signed by both parties hereto.

11. Term.

The agreement represented by this letter shall remain in effect until terminated by written notice of either party.

Cockrel Ela Glesne Greher & Ruhland, P.C.

Reunion Metropolitan District

By: David A. Greher, Shareholder

President

By: Matthew P. Ruhland, Shareholder



Billing Rates
Effective 1/2022

Paul R. Cockrel	\$495
Evan D. Ela	\$425
Linda M. Glesne	\$425
David A. Greher	\$450
Matthew P. Ruhland	\$425
Joseph W. Norris	\$300
Harley G. Gifford	\$295
Madison D. Phillips	\$260
Micki Mills	\$260
Sarah Luetjen	\$215
Charlotte Rabadi	\$140
Kristin Herndon	\$140

**REUNION METROPOLITAN DISTRICT
ANNUAL ADMINISTRATIVE RESOLUTION
(2023)**

WHEREAS, Reunion Metropolitan District (the “**District**”), was organized as a special district pursuant to an Order and Decree of the District Court in and for the County of Adams, Colorado (the “**County**”) and is located entirely within the City of Commerce City, Colorado; and

WHEREAS, the Board of Directors (the “**Board**”) of the District, has a duty to perform certain obligations in order to assure the efficient operation of the District and hereby directs its consultants to take the following actions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. The Board directs the District’s legal counsel to cause an accurate map of the District’s boundaries to be prepared in accordance with the standards specified by the Division of Local Government (“**Division**”) and to be filed in accordance with §32-1-306, C.R.S.

2. The Board directs the District’s legal counsel to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of any municipality in which the District is located, and the Division of the name of the chairman of the Board, the contact person, telephone number and business address of the District, as required by §32-1-104(2), C.R.S.

3. The Board directs the District’s legal counsel to prepare and file with the Division, within thirty (30) days of a written request from the Division, an informational listing of all contracts in effect with other political subdivisions, in accordance with §29-1-205, C.R.S.

4. The Board directs the District’s accountant to cause the preparation of and to file with the Department of Local Affairs the annual public securities report for nonrated public securities issued by the District within sixty (60) days of the close of the fiscal year, as required by §§11-58-101, et seq., C.R.S.

5. The Board directs the District’s accountant to: (a) obtain proposals for auditors to be presented to the Board; (b) to cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and (c) to cause the audit to be filed with the State Auditor by July 31st, or by the filing deadline permitted under any extension thereof, all in accordance with §§29-1-603(1) and 29-1-606, C.R.S. Alternatively, if warranted by §29-1-604, C.R.S., the Board directs the District’s accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31st in accordance with §29-1-604, C.R.S.

6. The Board directs the District’s legal counsel, if the District has authorized, but unissued general obligation debt as of the end of the fiscal year, to cause to be submitted to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, the District’s audit report or a copy of its application for exemption from audit in accordance with §29-1-606(7), C.R.S.

7. The Board directs the District's accountant to submit a proposed budget to the Board by October 15th, to prepare the final budget and budget message, including any amendments thereto, if necessary, and directs the District's manager to schedule a public hearing on the proposed budget and/or amendments, and to post or publish notices thereof, and directs legal counsel to prepare all budget resolutions and to file the budget, budget resolution and budget message with the Division on or before January 30th, all in accordance with §§29-1-101, et seq., C.R.S.

8. The Board directs the District's accountant to monitor all expenditures and, if necessary, to notify the District's legal counsel, the District's mand the Board when expenditures are expected to exceed appropriated amounts, and directs legal counsel to prepare all budget amendment resolutions and directs the District's manager to schedule a public hearing on a proposed budget amendment and to post or publish notices thereof and directs legal counsel to file the amended budget with the Division on or before the date of making such expenditure or contracting for such expenditure, all in accordance with §§29-1-101, et seq., C.R.S.

9. The Board directs legal counsel to cause the preparation of the Unclaimed Property Act report and submission of the same to the State Treasurer by November 1st if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with §38-13-110, C.R.S.

10. The Board directs the District's accountant to prepare the mill levy certification form and directs the District's accountant to file the mill levy certification form with the Board of County Commissioners on or before December 15th, in accordance with §39-5-128, C.R.S.

11. The Board directs that all legal notices shall be published in accordance with §32-1-103(15), C.R.S.

12. The Board determines that each director shall not receive compensation for their services as directors subject to the limitations set forth in §§32-1-902(3)(a)(I) & (II), C.R.S.

13. The District hereby acknowledges, in accordance with §32-1-902, C.R.S., the following officers for the District:

Chairman/President:	Brett Price
Treasurer:	Bruce Rau
Assistant Secretary:	Teresa Kershisnik
Assistant Secretary:	Tim E. Roberts
Recording Secretary:	District Manager

14. The Board hereby determines that each member of the Board shall, for any potential or actual conflicts of interest, complete conflicts of interest disclosures and directs legal counsel to file the conflicts of interest disclosures with the Board and with the Colorado Secretary of State at least seventy-two (72) hours prior to every regular and special meeting of the Board, in accordance with §32-1-902(3)(b) and §18-8-308, C.R.S. Written disclosures provided by Board

members required to be filed with the governing body in accordance with §18-8-308, C.R.S. shall be deemed filed with the Board when filed with the Secretary of State. Additionally, at the beginning of each year, each Board member shall submit information to legal counsel regarding any actual or potential conflicts of interest and, throughout the year, each Board member shall provide legal counsel with any revisions, additions, corrections or deletions to said conflicts of interest disclosures.

15. The Board confirms its obligations under §24-10-110(1), C.R.S., with regards to the defense and indemnification of its public employees, which, by definition, includes elected and appointed officers.

16. The Board hereby appoints the District's manager as the official custodian for the maintenance, care and keeping of all public records of the District, in accordance with §§24-72-202, et seq., C.R.S. The Board hereby directs its legal counsel, accountant, manager and all other consultants to adhere to the Colorado Special District Records Retention Schedule as adopted by the District.

17. The Board directs the District's manager to post notice of all regular and special meetings in accordance with §32-1-903(2) and §24-6-402(2)(c), C.R.S. The Board hereby designates <https://reunionco.com/> as the District's website for the posting of its regular and special meeting notices. The Board also hereby designates, unless otherwise designated by the Board, 17910 E. Parkside Drive North, Commerce City, Colorado as the location the District will post notices of meetings in the event of exigent or emergency circumstances which prevent the District from posting notice of the meeting on the District's website. The Board directs legal counsel to provide the website address set forth above to the Department of Local Affairs for inclusion in the inventory maintained pursuant to §24-32-116, C.R.S.

18. The Board determines to hold regular meetings on February 7, May 9, August 1, and November 14, at 6:00 p.m. at 17910 E. Parkside Drive North, Commerce City, Colorado, and/or by telephone, electronic, or other means not including physical presence. All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public may attend the meeting electronically, if applicable.

19. In the event of an emergency, the Board may conduct a meeting outside of the limitations prescribed in §24-6-402(2)(c), C.R.S., provided that any actions taken at such emergency meeting are ratified at the next regular meeting of the Board or at a special meeting conducted after proper notice has been given to the public.

20. For the convenience of the electors of the District, and pursuant to its authority set forth in §1-13.5-1101, C.R.S., the Board hereby deems that all regular and special elections of the District shall be conducted as independent mail ballot elections in accordance with §§1-13.5-1101, et seq., C.R.S., unless otherwise deemed necessary and expressed in a separate election resolution adopted by the Board.

21. Pursuant to the authority set forth in §1-1-111, C.R.S., the Board hereby appoints Sarah Luetjen of the law firm of Cole Ela Glesne Greher & Ruhland, PC, as the Designated Election Official (the “**DEO**”) of the District for any elections called by the Board, or called on behalf of the Board by the DEO, and hereby authorizes and directs the DEO to take all actions necessary for the proper conduct of the election, including, if applicable, cancellation of the election in accordance with §1-13.5-513, C.R.S.

22. In accordance with §1-11-103(3), C.R.S., the Board hereby directs the DEO to certify to the Division the results of any elections held by the District and, pursuant to §32-1-1101.5(1), C.R.S., to certify results of any ballot issue election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the district and file a copy of such certification with the Division of Securities.

23. The Board directs legal counsel to cause a notice of authorization of or notice to incur general obligation debt to be recorded with the County Clerk and Recorder within thirty (30) days of authorizing or incurring any indebtedness, in accordance with §32-1-1604, C.R.S.

24. The Board directs legal counsel to cause the preparation of and filing with the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, if requested, the application for quinquennial finding of reasonable diligence in accordance with §§32-1-1101.5(1.5) and (2), C.R.S.

25. The Board directs legal counsel to cause the preparation of and the filing with the Board of County Commissioners or the governing body of any municipality in which the District is located, the Division, the State Auditor, the County Clerk and Recorder and any interested parties entitled to notice pursuant to §32-1-204(1), C.R.S., an annual report in accordance with §32-1-207(3)(c), C.R.S.

26. The Board directs the District's manager to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District's liability, in accordance with §§24-10-115, et seq., C.R.S. The Board directs the District's accountant to pay the annual SDA membership dues, agency fees and insurance premiums, as applicable, in a timely manner. The Board appoints the District's manager as its proxy for the SDA Annual meeting for voting and quorum purposes.

27. The Board hereby opts to include elected or appointed officials as employees within the meaning of §8-40-202(1)(a)(I)(A), C.R.S., and hereby directs the District's Manager to obtain workers' compensation coverage for the District.

28. The Board hereby directs legal counsel to prepare the disclosure notice required by §32-1-809, C.R.S., and to disseminate the information to the electors of the District accordingly. Further, the Board hereby designates the following website as the District's official website for the purposes thereof: <https://reunionco.com/>.

29. The Board hereby directs legal counsel to prepare and record with the County Clerk and Recorder updates to the disclosure statement notice and map required by §32-1-104.8, C.R.S., if additional property is included within the District's boundaries.

30. In accordance with §38-35-109.5(2), C.R.S, the District hereby designates the President of the Board as the official who shall record any instrument conveying title of real property to the District within thirty (30) days of any such conveyance.

31. In accordance with §8-13.3-202, *et seq.*, C.R.S., and to the extent not previously approved, the Board directs the District's legal counsel to prepare an appropriate resolution for adoption by the Board declaring the District's intentions relative to participation in the Family and Medical Leave Insurance Act. Further, to the extent the Board adopts a resolution declining to participate, the Board directs the legal counsel to bring the matter of revisiting the decision to decline participation before a future Board by no later than eight years from the date of the vote on such resolution.

32. The Board hereby affirms the adoption of the corporate seal in substantially the form appearing on the signature page of this resolution in accordance with §32-1-902, C.R.S., regardless of whether initially produced electronically or manually. The requirement of any District resolution, proceeding or other document to "affix" the District seal thereto, including for the purpose of satisfying any applicable State law, shall be satisfied by manual impression or print, facsimile reproduction or electronic reproduction or inclusion of the image of such seal. Without limiting the foregoing, any electronic production or reproduction of the image of the seal shall constitute an electronic record of information, as defined in the Uniform Electronic Transactions Act, and the Board hereby authorizes its use in accordance with the authority provided by §24-71.3-118, C.R.S.

33. The Board directs the District's accountant to prepare and submit the documentation required by any continuing disclosure obligation signed in conjunction with the issuance of debt by the District.

34. The Board directs legal counsel to monitor, and inform the Board of, any legislative changes that may occur throughout the year.

[Remainder of Page Intentionally Left Blank, Signature Page Follows]

ADOPTED NOVEMBER 15, 2022.

(SEAL)

DISTRICT

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

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CERTIFICATION OF RESOLUTION

I hereby certify that the foregoing constitutes a true and correct copy of the resolution of the Board adopted at a meeting held on November 15, 2022, at via teleconference.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ___ day of November, 2022.

Signature

Printed Name

**RESOLUTION OF BOARD OF DIRECTORS
CALLING ELECTION**

REUNION METROPOLITAN DISTRICT

§§ 32-1-804, 1-1-111(2), 1-13.5-1103(1), and 1-13.5-513(1), C.R.S.

At a meeting of the Board of Directors (the “**Board**”) of the Reunion Metropolitan District (the “**District**”), it was moved to adopt the following Resolution:

WHEREAS, the District was organized as a special district pursuant to §§ 32-1-101, *et seq.*, C.R.S. (the “**Special District Act**”); and

WHEREAS, the District is located entirely within Adams County, Colorado (the “**County**”); and

WHEREAS, pursuant to § 32-1-804, C.R.S., the Board governs the conduct of regular and special elections for the District; and

WHEREAS, the Board anticipates holding a regular election on May 2, 2023, for the purpose of electing directors, and desires to take all actions necessary and proper for the conduct thereof (the “**Election**”); and

WHEREAS, the Election shall be conducted pursuant to the Special District Act, the Colorado Local Government Election Code and the Uniform Election Code of 1992, to the extent not in conflict with the Colorado Local Government Election Code, including any amendments thereto, and shall also comply with Article X, § 20 of the Colorado Constitution (“**TABOR**”), as necessary; and

WHEREAS, pursuant to § 1-1-111(2), C.R.S., the Board is authorized to designate an election official (the “**Designated Election Official**”) to exercise authority of the Board in conducting the Election; and

WHEREAS, pursuant to § 1-13.5-513(1), C.R.S., the Board can authorize the Designated Election Official to cancel the Election upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board hereby calls the Election for the purpose of electing directors. The Election shall be conducted as an independent mail ballot election in accordance with §§ 1-13.5-1101, *et seq.*, C.R.S.

2. The Board names Sarah Luetjen of the law firm of Cole Ela Glesne Greher & Ruhland, PC as the Designated Election Official for the Election. The Designated Election Official shall act as the primary contact with the County and shall be primarily responsible for ensuring the proper conduct of the Election.

3. Without limiting the foregoing, the following specific determinations also are made:
 - a. The Board hereby directs general counsel to the District to approve the final form of the ballot to be submitted to the eligible electors of the District and authorizes the Designated Election Official to certify those questions and take any required action therewith.
 - b. The Board hereby determines that, in addition to emailing to each registered elector at the email address provided by the county, or if no email is provided, by mailing to the household of each registered elector, notice of the call for nominations will be provided by posting on the District's website.
 - c. The Board hereby directs general counsel to the District to oversee the general conduct of the Election and authorizes the Designated Election Official to take all action necessary for the proper conduct thereof and to exercise the authority of the Board in conducting the Election, including, but not limited to, causing the call for nominations; appointment, training and setting compensation of election judges and a board of canvassers, as necessary; all required notices of election, including notices required pursuant to TABOR; printing of ballots; supervision of the counting of ballots and certification of election results; and all other appropriate actions.
4. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if permitted.
5. The Board hereby ratifies any and all actions taken to date by general counsel and the Designated Election Official in connection with the Election.
6. The Board hereby authorizes and directs the Designated Election Official to cancel the Election and to declare the candidates elected if, at the close of business on the sixty-third day before the Election, or at any time thereafter, there are not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, and so long as the only ballot questions are for the election of candidates. The Board further authorizes and directs the Designated Election Official to publish and post notice of the cancellation as necessary and file such notice and cancellation resolutions with the County Clerk and Recorder and with the Division of Local Government, as required. The Designated Election Official shall also notify the candidates that the Election was canceled and that they were elected by acclamation.
7. This Resolution shall remain in full force and effect until repealed or superseded by subsequent official action of the Board.

[Remainder of Page Intentionally Left Blank]

ADOPTED THIS 15TH DAY OF NOVEMBER, 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

Signature Page to Resolution Calling Election