

NORTH RANGE METROPOLITAN DISTRICT NO. 3

8390 E. Crescent Parkway, Suite 300

Greenwood Village, CO 80111

Phone: 303-779-5710

www.reunionco.com

NOTICE OF SPECIAL MEETING/BUDGET HEARING AND AGENDA

DATE: November 17, 2022

TIME: 9:00 a.m.

LOCATION Via Microsoft Teams

ACCESS: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmYwMWM4YjctZWY5Ni00Y2NjLWI3ZTEtNjk2MjA3M2U1Y2Ey%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,,364173323# United States, Denver

Phone Conference ID: 364 173 323#

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Vacant		May, 2023
James Hayes	President	May, 2023
Ross Blackmer	Secretary	May, 2023
Brett Price	Treasurer	May, 2025
Bruce Rau	Assistant Secretary	May, 2025

I. ADMINISTRATIVE MATTERS

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

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

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

- A. Review and consider approval of minutes from the August 2, 2022 regular Board meeting (enclosure).
- 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 (enclosures).
- C. Ratify approval of 2021 Annual Report (enclosure).
- D. Authorize updates to the website to meet the new legislation deadline of January 1, 2023.

III. FINANCIAL MATTERS

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

IV. MANAGER MATTERS

- A. Discuss 2023 regular meeting dates [third Thursday of February, May, August and November at 1:00 p.m.].
- B. Other.

V. LEGAL MATTERS

- A. Consider Engagement Letter with Cockrel Ela Glesne Greher & Ruhland, PC as general counsel to the District (enclosure).

- B. Consider adoption of 2023 Annual Administrative Resolution (enclosure).
- C. 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).
- D. Other.

VI. ENGINEER MATTERS

- A. Other.

VII. OTHER BUSINESS

- A. Other.

VIII. ADJOURNMENT

**The next regular meeting is scheduled for February 16, 2023 at 1:00 p.m.
(location TBD or may be virtual).**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
NORTH RANGE METROPOLITAN DISTRICT NO. 3
("DISTRICT")
HELD
AUGUST 2, 2022

A special meeting of the Board of Directors of the North Range Metropolitan District No. 3 (referred to hereafter as the "Board") was convened on August 2, 2022 at 5:00 p.m. 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:

Jim Hayes, Treasurer
Ross Blackmer, Secretary
Bruce Rau, Assistant Secretary
Brett Price, Assistant Secretary

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

ADMINISTRATIVE MATTERS

Call to order and approval of agenda: Director Hayes called the meeting to order at 5:03 p.m. Upon a motion duly made by Director Hayes, seconded by Director Price and, upon vote, unanimously carried, the Board approved the agenda as presented.

Disclosures of potential conflicts of interest: The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted by Attorney Bear that disclosures of potential conflicts of interest were filed with 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 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. The Board further noted that notice providing the time, date and meeting location information was duly posted and that no objections, or any

RECORD OF PROCEEDINGS

requests that the means of hosting the meeting be changed by taxpaying electors within the District's boundaries.

Public Comment: None.

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:

Director Hayes, President
 Director Price, Treasurer
 Director Blackmer, Secretary
 Director Rau, Assistant Secretary

CONSENT AGENDA

Minutes of June 6, 2022 special Board meeting: Following review, upon a motion duly made by Director Hayes, seconded by Director Price and, upon vote, unanimously carried, the Board approved the June 6, 2022 special Board meeting minutes, as presented.

FINANCIAL MATTERS

Other: None.

MANAGER MATTERS

Other: None.

LEGAL MATTERS

Other: None.

ENGINEER MATTERS

Other: None.

OTHER BUSINESS

Appointment of Board Representative to Bond Refinancing Working Group Committee: Director Rau discussed the refinancing strategy with the Board. Following discussion, upon a motion duly made by Director Rau, seconded by Director Hayes and, upon vote, unanimously carried, the Board appointed Director Hayes as the Board Representative to the Bond Refinancing Working Group Committee.

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 Price, the Board adjourned the meeting at 5:11 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

2023 CSD Pool General Coverage Notes

Drones

We are seeing many Districts either purchase or entertain purchasing Drones. The CSD Pool now offers coverage. To trigger liability coverage, subject to a \$200,000 sublimit, for member owned drones, we will want to add the number of drones to the GL Schedule to account for the liability at no cost. If you would like physical damage for the Drone itself, you must add the drone to the inland marine schedule subject to a maximum limit of \$25,000. Please contact us if you have or are considering purchasing one, so that we may help you secure the appropriate Coverage.

Property Coverages:

Property Coverage applies only at the locations listed on the policy. Verify that all locations at which you have property are listed in the declarations.

If an item or location is not listed on the policy, there is no coverage.

The limit of insurance is the amount you have listed on your schedule. Verify the limits of insurance for all lines of coverage (Building, Contents - to include tenant improvements if required in contract, Outdoor Property, EDP – Computer, and Business Income) are enough to cover a total loss to that item.

The sublimit for outdoor property includes \$25,000 for Outdoor Property (permanently affixed structures or equipment) that is within 1,000 feet of a scheduled premise. Outdoor property includes exterior signs attached or detached, lighting, fencings, flagpoles, pavilions, park/playground entities, paved walkways, driveways or parking lots. The valuation for this property is **actual cash value**. To have replacement cost valuation, the outdoor property must be schedule on the property policy.

When scheduling property, keep in mind that items such as excavation, dirt work, and landscape mulch are not covered property or expenses. They are excluded under the land and land improvements exclusion.

Consider increasing property values.

Due to the recent spike in labor and material cost to the state of Colorado, we would recommend you consider increasing your property values to account for these increases and to help assure that in the event of a loss, your property is adequately covered. The CSD Pool will be automatically increasing limits 18% - 24%

Computer Coverage is provided with a \$250,000 sublimit. If you have more than \$250,000 of computer equipment, please let us know so that we can help you address the coverage. If you have less than \$250,000, you should not be scheduling the equipment as it may have a limiting effect on coverage. New Sublimit for Member Personal Computer/Computing Equipment - \$1,500 Sublimit with a \$10,000 aggregate; requires member approval.

Equipment Breakdown coverage is automatically included for scheduled buildings and business personal property. Coverage applies to outdoor property (NOC-not otherwise classified) only when specified on the schedule. If your outdoor property has electrical components please check the field "NOC Equipment Breakdown Applies" when updating your 2021 schedule. Please contact us if you need help with your property schedule.

Loss of Income and Extra Expense coverage is provided with a \$250,000 sublimit. If damage to one of your properties could cause you to lose in excess of \$250,000 of revenue or would increase your operating costs by over \$250,000, please let us know so that we can help you address the coverage.

Roofs and Hail

The Pool policy carries a 2% deductible for property losses caused by hail. Your deductible will be 2% of the value of the damaged property with a \$5,000 minimum and \$50,000 maximum deductible. For any real property over \$25,000,000 – deductible is \$75,000.

The Pool is offering a deductible buy down option to a flat \$5,000 hail deductible. For pricing, please let us know (last year it was about a 30% surcharge to building and not otherwise classified property premiums).

The Pool policy has a cosmetic damage waiver. The endorsement waives coverage for claims involving wind and hail damage to a roof that suffers only cosmetic damage. Cosmetic damage refers to scuffs and dents that do not affect the structural integrity of your roof and are not visible to patrons of your facility.

If the age of your District's roof exceeds the manufacturer's expected usage warranty, the Pool will assess the value of the roof on Actual Cash Value. Actual Cash Value is the cost to replace the roof less depreciation.

The Pool is adding a building vacancy provision to the property policy. The provision states losses to buildings that are vacant for more than 60 days will be valued at Actual Cash Value unless reasonable steps are taken to maintain heat in the building or the building was winterized prior to becoming vacant.

The Excess/Umbrella Liability policy does not provide coverage for damage to property owned by the District.

Flood coverage and additional flood coverage is available. Consider the Stafford Act when considering higher flood limits and whether or not to cover specific property. If you sustained flood damage, paid for by FEMA, the Act may prevent future FEMA payments should you incur damage to uninsured property for a second time.

There is a lot of development and construction in Colorado. Property in the course of construction is not automatically covered. If you have this exposure, please let us know so that we can help you obtain the appropriate coverage.

Inland Marine/Auto Coverages:

Any vehicle or piece of equipment that is licensed for use on the road needs to be scheduled on the Auto policy – in lieu of the Inland Marine policy. Please verify that all pieces of equipment such as Snowplows, ATVs, UTVs, etc. are itemized on the appropriate auto or inland marine schedule.



Auto Physical Damage Deductibles:

For Comprehensive and/or Collision claims, involving losses to more than 5 vehicles in a single occurrence, the deductible for the loss will be limited to the deductibles on the 5 vehicles with the largest deductibles.

Crime and Employee Dishonesty Coverage:

We find that many districts have elected to carry minimal limits (\$5,000 or \$10,000) of Employee Dishonesty Coverage. We are seeing a sharp increase in claims in this area and often these limits turn out to be too low. **We highly recommend an increase in limits to a minimum of \$100,000.**

For those with budgets in excess of \$1,000,000 we can provide you with a tool to help determine appropriate limits. Please contact us if you would like to review your Limit.

Third Party Accounting and Bookkeeping Services. Many Districts do not have employees, but instead employ a third party / independent contractor to handle their financials. As the service does not qualify as an employee, the POOLs Employee Dishonesty coverage will not cover the loss. The District needs to be sure the third party / independent contractor has their own Crime coverage in place, with Third-Party coverage for the District's protection. NOTE: There is no coverage for the entity owner, only for employees of the third party / independent contractor.

If you are dealing with a one person operation, a 'Designated Agent Addendum' is available through the POOL that can be added to the existing Crime policy, to provide protection from loss by the third party / independent contractor. The additional contribution to add the Designated Agent Addendum to the Crime policy starts at \$350 minimum. In order for the POOL to consider eligibility and provide a formal quote, they require a Designated Agent Questionnaire.

Fraudulent Impersonation Coverage sometimes referred to as Social Engineering pays for the voluntary parting of money and securities caused by fraudulent instruction. The limit for this coverage is the same as the employee dishonesty limit up to \$250,000. The deductible for this coverage is substantial at 20% of the Fraudulent Impersonation Limit.

Liability Coverages:

The Liability policy has a sublimit for Securities Claims. The annual limit is \$1,250,000 and that limit is reduced by the cost of defense.

Excess Liability – this coverage increases the limit of insurance available in any one occurrence for Liability Claims, Public Officials Liability Claims, Employment Practices Liability Claims, and Auto Liability Claims.

Employment Practices Liability - –Similar to Crime Coverage, we are seeing an increase in claim activity from Employment Related Practices claims. The CSD Pool deductible is 50% of both loss and defense costs up to the point your portion reaches the deductible on your declarations page – Per Occurrence. The standard deductible is 50% up to \$100,000. We recommend consideration of lower deductible options.

No Fault Water and Sewer Back Up – Coverage includes a per residence/commercial occupancy limit of \$10,000 with a \$200,000 per occurrence aggregate limit. An all Member Pool coverage aggregate of \$1,000,000 also applies.

The CSD Pool has also contracted with ServPro to help homeowners address backups to their homes. ServPro is offering preferred pricing and expedited response services to CSD Pool customers. For information on this program, please contact us.

Pollution Liability – Water and Sewer Lines. If you want coverage for the release of pollutants from water or sewer lines, the lines must be scheduled on the property policy. **This would hold true for issues associated with lines that are located on your scheduled premises – they must be specifically schedule for coverage to apply.** We have very few lines scheduled, so it is very likely pollution coverage for your district would not apply to pollutant escape from your lines. We want you to be aware of this situation and are happy to get quotes for you to provide the coverage.

Above Ground Tanks – With the exception of water tanks, in order for **General Liability** coverage to apply to loss associated with a tank, the tanks must be noted on the liability schedule. If you have tanks (other than water), please make sure the appropriate number of tanks is listed on your General Liability schedule. For **Pollution Liability** (i.e. seepage of fuel from an above ground tank) to apply, the tanks must also be schedule on your property policy. Underground tanks are not covered and must be specifically underwritten separately, contact us for an application.

****Volunteer Accident Coverage** - If you list volunteers on your GL schedule, they will be provided accident coverage. The coverage is Excess of Health Insurance with a \$25,000 Limit and the cost is based on hours. Be sure to include in on your General Liability schedule. It also includes an AD&D component with limits from \$12,500-\$50,000 depending on the injury (2020 info, pending update).

Cyber Liability – A \$200,000 limit of liability (subject to a \$1,000,000 All Member maximum) is included in your policy. This is an automatic coverage designed to support smaller district and provide coverage for small losses for other Districts. We have numerous Districts and clients that have experienced cyber losses, such as hacking and ransomware, and we have seen claims nearing \$1,000,000. **We highly recommend considering higher limits. Please contact us to discuss.**

Sanitation Maintenance Warranty – For Districts with sanitation operations The Pool offers a discount on the general liability contribution associated with the sanitation operations. There is a requirement that you meet certain criteria at the time of loss with this program. Contact us to discuss the discount and program criteria.

Homeowners Association Functions – the CSD Pool requires that you identify the number of homes in your District for which the District is performing architectural control, design review, and/or covenant enforcement. There will be a charge for these operations.

Claims:

The timely reporting of claims is critical.

If you experience damage to your property, please make sure a claim is reported to Sedgwick prior to beginning any repair work. If you fix your property without giving the adjuster the opportunity to review the damages and the cause of damage they have the right to reject your claim. The caveat being that if the damage has the possibility of further damages, you must take steps to mitigate the further damage. Please take photos and document well. Should you have questions, please call us.

If there is the potential of a liability claim, you must notify Sedgwick of the circumstances surrounding the claim as soon as possible. If a formal written or verbal demand for damage is received, Sedgwick must be notified immediately.

Workers' Compensation Coverages:

Volunteers. The state statute prescribes coverage for certain type of volunteers, for Special Districts the only volunteer group we typically see covered by statute are Fire/EMS service providers. Those truly providing Fire and EMS services, not peripheral type services like you might see from an auxiliary (traffic assistance, food service, etc.).

If your volunteer group is not providing Fire or EMS services, they are very likely not covered.

The assumed **minimum** payroll for volunteer firefighters is \$2,500 per volunteer firefighter.

There has been significant discussion in how volunteer firefighter's lost wages are calculated in the event of an injury. If the volunteer does NOT receive a stipend, they would receive the State's weekly maximum wage (currently \$1023). In the event you stipend your volunteers, the CSD Pool currently basis their lost wage payment on that stipend. So, if your volunteer is stipend \$100 a month, they would receive 66% of \$25 (\$100 a month divided by 4 weeks) as their weekly wage replacement. Should the volunteer be unable to perform their other regular work, the wage replacement would be increased, up to the State's weekly maximum, to reflect lost wages from their other employment.

Out of State Operations. If any of your employees are working out of state or traveling to or through other states as part of their job – particularly to WY, WA, OH and ND – please call us to discuss additional steps necessary to make sure you are appropriately covered.

Workers' Compensation – Board Member Only Coverages :

****Board Member Only Coverage.** The annual minimum contribution for Board Member Only coverage will stay at \$450.

Board Members. C.R.S. Section 8-40-202 (l)(B) requires coverage on board members unless an annual filing is made with the Division of Insurance 45 days ahead of the coverage term.

If a board member is injured, their wage replacement would be based on the compensation they receive for their board duties (typically \$100 a month). If they do not receive compensation for board duties, unlike a volunteer firefighter (who receive the State's weekly maximum) they would not receive any wage replacement. Should the board member be unable to perform their other regular work, the wage replacement would be increased, up to the State's weekly maximum, to reflect lost wages from their other employment.

Board Member Only coverage is designed to cover work-related injuries and illness for board members while in the course and scope of their duties as board members, which are administrative functions. Other job assignments outside of their normal administrative duties, such as occasionally working at a water or sewer plant, helping with landscape maintenance, meter reading, plowing snow, and so forth, are not considered to be duties to be performed by board members and may lead to denial of claims due to misrepresentation of a material exposure to loss. Any job functions not in the normal board member administrative scope must be reported to our agency for appropriate classification. An additional contribution will then be assessed based on assumed comparative wages to compensate for the inherent exposure of other duties being performed. Not reporting accurately may also affect prior years as the NCCI administrative rules allow for audits to be conducted and reconciled for corrected contribution payments for the prior three (3) years

Renewal Documents and Invoice 1/1/2023 to EOD 12/31/2023

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2023.

The following renewal documents are attached where applicable:

1. Invoice: Payment is due upon receipt. Please return a copy of the invoice with your payment to ensure that it is applied correctly. We have attached a Coverage Contribution instructions sheet which provides details about your payment.
2. Comparison of Annual Contributions.
3. Deductible Options:
 - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
4. Quote for Excess Liability limits for your consideration:
 - Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
5. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at csdpool.org/documents by January 1, 2023.
6. Schedules: Lists of exposures and values.
7. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
8. Automobile identification cards: Hard copies will be mailed.



Payment Instructions

The annual contribution for coverage with the Pool is due upon receipt of this invoice.

We accept the following payment methods:

1. Online using **E-Bill Express** (www.e-billexpress.com/ebpp/CSDPool). For detailed instructions, please click [here](#) or go to csdpool.org/documents. You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:
Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, Inc.
PO Box 1539
Portland, OR 97207

For express or overnight mail services, please use the address below:

Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, Inc.
1800 SW 1st Ave, Suite 400
Portland, OR 97201

To ensure that your payment is accurately applied, please always include a copy of the invoice.

3. Wire or ACH transfer from your own bank account. Please let us know if you wish to use this method and we will be happy to provide you with these instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60th day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at sdaco.org for member information.

Please contact us at billing@csdpool.org or 800-318-8870 ext. 3 for billing questions.



Property and Liability Coverage Invoice

Named Member:

North Range Metropolitan District No. 3
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
23PL-60008-1829	60008	1/1/2023	EOD 12/31/2023	9/6/2022

Coverage	Contribution
General Liability	\$ 546.00
Crime	\$ 196.00
Non-Owned Auto Liability	\$ 132.00
Hired Auto Physical Damage	\$ 65.00
No-Fault Water Intrusion & Sewer Backup	\$ 35.00
Public Officials Liability	\$1,163.00
Pollution	\$ 0.00

Total Contribution	\$2,137
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Please note: where included above, Hired Auto Physical Damage, Non-Owned Auto Liability, and No-Fault Water Intrusion & Sewer Backup are mandatory coverages and may not be removed.

The following discounts are applied (Not applicable to minimum contributions):

11.39% Continuity Credit Discount

10% Direct Discount

8% Multi Program Discount for WC Program Participation

Payment Due Upon Receipt

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

Remit checks to: Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, Inc.
PO Box 1539
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)
Refer to Payment Instructions page for additional options
billing@csdpool.org
800-318-8870 ext. 3



Public Entity Liability and Auto Physical Damage Certificate Holder Declaration

Master Coverage Document Number: CSD Pool CTC 01 01 22 and CSD Pool PEL 01 01 23

Certificate Number: 23PL-60008-1829

Named Member:

North Range Metropolitan District No. 3
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Coverage Period: 1/1/2023 to EOD 12/31/2023

Broker of Record:

TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
Public Entity Liability Coverage including:	\$2,000,000	None		
General Liability	Included	None	None	\$546
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$35
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	No Coverage	No Coverage	N/A	No
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
Auto Physical Damage	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included
Total Contribution				\$1,941

*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

**A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

**A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

***No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

Additional Endorsements applicable to Member:

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by: _____

Authorized Representative

Crime Certificate Holder Declaration

Master Coverage Document Number: J05931794
Certificate Number: 23PL-60008-1829

Insurer: Federal Insurance Company (Chubb)
Coverage Period: 1/1/2023 to EOD 12/31/2023

Named Member:

North Range Metropolitan District No. 3
 c/o CliftonLarsonAllen LLP
 8390 E. Crescent Parkway, Suite 300
 Greenwood Village, CO 80111

Broker of Record:

TCW Risk Management
 384 Inverness Parkway
 Suite 170
 Englewood, CO 80112

Covered Designated Agent(s):

Coverages and Limits:

Employee Theft:	\$15,000
<ul style="list-style-type: none"> · Limit is maximum for each loss · Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer. · Includes funds from a sponsored benefit plan. 	
Public Official Faithful Performance of Duty:	\$15,000
Client Theft:	\$15,000
Forgery or Alteration:	\$15,000
On Premises:	\$15,000
In Transit:	\$15,000
Computer System Fraud:	\$15,000
Funds Transfer Fraud:	\$15,000
Debit, Credit or Charge Card Fraud:	\$15,000
Money Orders and Counterfeit Paper Currency Fraud:	\$15,000
Social Engineering Fraud:	\$15,000

Deductible(s):

All Crime except Social Engineer Fraud:	\$250
Social Engineering Fraud:	20% of Social Engineering Fraud Limit

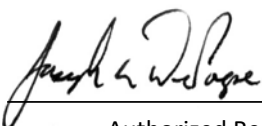
Contribution:

\$196

Policy Forms:

PF-52815 (04/20)	The Chubb Primary SM Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.

Countersigned by: 

 Authorized Representative



Identity Recovery Certificate Holder Declaration

Master Coverage Policy Number:

CSD 2009 CP IDR Form 01 01 21

Insurer:

The Hartford Steam Boiler Inspection
and Insurance Company

Certificate Number: 23PL-60008-1829

Coverage Period: 1/1/2023 to EOD 12/31/2023

Named Member:

North Range Metropolitan District No. 3
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Member:

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

Coverage:

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

Annual Aggregate Limit per Member: \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

Sub Limits:

\$5,000	Lost Wages and Child/Elder Care
\$1,000	Mental Health Counseling
\$1,000	Miscellaneous Expenses

Coverage Trigger: Coverage is provided on a discovery basis with a 60-day reporting requirement

Claims: For Recovery Assistance and Counseling, please call 1-800-945-4617

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.

Countersigned by:

A handwritten signature in black ink, appearing to read "Joseph L. W. Page", is written over a horizontal line.

Authorized Representative

**General Liability Schedule
Metropolitan District**

Policy Number: 23PL-60008-1829 **Coverage Period:** 1/1/2023 – EOD 12/31/2023
Named Member: North Range Metropolitan District No. **Broker:** TCW Risk Management
 3

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total		1/1/2023	12/31/2023
2	2-Number of Diving Boards	Total		1/1/2023	12/31/2023
3	3-Number of Water Slides	Total		1/1/2023	12/31/2023
4	4-Maximum Bond Issued	Dollars		1/1/2023	12/31/2023
5	5-Number of Bonds Issued	Total		1/1/2023	12/31/2023
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2023	12/31/2023
30	30-Number of EMT Personnel	Total		1/1/2023	12/31/2023
32	32-Paid Firefighters - Non-EMT	Total		1/1/2023	12/31/2023
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2023	12/31/2023
39	39-Pipe Line	Miles		1/1/2023	12/31/2023
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles		1/1/2023	12/31/2023
50	50-Number of Teachers	Total		1/1/2023	12/31/2023
70	70-Number of Golf Courses	Total		1/1/2023	12/31/2023
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2023	12/31/2023
98	98-Additional First Named Members	Total	0.00	1/1/2023	12/31/2023
105	105-Total Operating Expenses - Any other	Dollars	2,850.00	1/1/2023	12/31/2023
130	130-Total Operating Expenses - Park & Recreation	Dollars		1/1/2023	12/31/2023
131	131-Total Operating Expenses - Cemetery	Dollars		1/1/2023	12/31/2023
132	132-Total Operating Expenses - Soil & Water Conservation	Dollars		1/1/2023	12/31/2023

133	133-Total Operating Expenses - Pest Control	Dollars		1/1/2023	12/31/2023
134	134-Total Operating Expenses - Hospital / Health	Dollars		1/1/2023	12/31/2023
135	135-Total Operating Expenses - Drainage	Dollars		1/1/2023	12/31/2023
136	136-Total Operating Expenses - Library	Dollars		1/1/2023	12/31/2023
137	137-Total Operating Expenses - Water Control	Dollars		1/1/2023	12/31/2023
138	138-Total Operating Expenses - Fire / Ambulance	Dollars		1/1/2023	12/31/2023
139	139-Total Operating Expenses - Water	Dollars		1/1/2023	12/31/2023
140	140-Total Operating Expenses - Irrigation	Dollars		1/1/2023	12/31/2023
141	141-Total Operating Expenses - Sanitation	Dollars		1/1/2023	12/31/2023
142	142-Total Operating Expenses - Transit	Dollars		1/1/2023	12/31/2023
143	143-Total Operating Expenses - Improvement	Dollars		1/1/2023	12/31/2023
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2023	12/31/2023
215	215-Buildings & Premises Occupied by District	Sq. Ft.		1/1/2023	12/31/2023
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total		1/1/2023	12/31/2023
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2023	12/31/2023
331	331-Number of Paid Firefighters - Full-Time	Total		1/1/2023	12/31/2023
332	332-Number of Paid Firefighters - Part-Time	Total		1/1/2023	12/31/2023
333	333-Number of Volunteer Firefighters	Total		1/1/2023	12/31/2023
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2023	12/31/2023
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2023	12/31/2023
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	0.00	1/1/2023	12/31/2023
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2023	12/31/2023
344	344-Time Spent by Event Organizer Volunteers	Hours	0.00	1/1/2023	12/31/2023
345	345-Time Spent by General Volunteers	Hours	0.00	1/1/2023	12/31/2023

348	348-Number of Board Members	Total	5.00	1/1/2023	12/31/2023
350	350-Number of Permanent Employees - Full-Time	Total		1/1/2023	12/31/2023
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2023	12/31/2023
366	366-Total Payroll	Dollars		1/1/2023	12/31/2023
400	400-Number of Boats - Under 26'	Total		1/1/2023	12/31/2023
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL		1/1/2023	12/31/2023
414	414-Playground/parks (Area)	Acres		1/1/2023	12/31/2023
415	415-Number of Grandstands/Stadiums	Total		1/1/2023	12/31/2023
420	420-Vacant Land	Acres		1/1/2023	12/31/2023
450	450-Miles of Road Maintained	Miles	0.00	1/1/2023	12/31/2023
522	522-Number of Ponds, Lakes & Reservoirs	Total		1/1/2023	12/31/2023
550	550-Fire Department Area Served	Sq Miles		1/1/2023	12/31/2023
671	671-Number of Parks	Total		1/1/2023	12/31/2023
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2023	12/31/2023
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2023	12/31/2023
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2023	12/31/2023
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2023	12/31/2023
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2023	12/31/2023
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2023	12/31/2023
811	811-Number of Spillways	Total		1/1/2023	12/31/2023
900	900-Services Contracted out to Others	Dollars		1/1/2023	12/31/2023
924	924-Revenue from use of Swimming Pools	Dollars		1/1/2023	12/31/2023
925	925-Number of Swimming Pools	Total		1/1/2023	12/31/2023
945	945-Number of Sewage Taps	Total		1/1/2023	12/31/2023
946	946-Number of Water Mains or Connections	Total		1/1/2023	12/31/2023

947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars		1/1/2023	12/31/2023
948	948-Water Line Maintenance (budget)	Dollars		1/1/2023	12/31/2023
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total		1/1/2023	12/31/2023
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total		1/1/2023	12/31/2023
999	999-Prior Acts Coverage Under a Previous "Claims Made" Policy	Premium		1/1/2023	12/31/2023

If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.

Annual Comparison of 2023 and 2022 contributions.
Loss Ratios based on participation years from 2015 to 2022

North Range Metropolitan District No. 3

Year	Contribution
2023	\$2,137.00
2022	\$2,077.00
Difference	\$60.00
% Difference	2.89%

General Liability	Contribution	TOE
Yr. 2023	\$546.00	\$2,850.00
Yr. 2022	\$520.00	\$2,850.00
Difference	\$26.00	\$0.00
% Difference	5.00%	0.00%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2023	\$0.00
Yr. 2022	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2023	\$132.00	0
Yr. 2022	\$132.00	0
Difference		0
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2023	\$196.00
Yr. 2022	\$194.00
Difference	\$2.00
% Difference	1.03%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2023	\$65.00	\$0.00
Yr. 2022	\$65.00	\$0.00
Difference		\$0.00
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2023	\$1,163.00	0
Yr. 2022	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2023	\$0.00	\$0.00
Yr. 2022	\$0.00	\$0.00
Difference	\$0.00	\$0.00
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Excess Liability	Contribution
Yr. 2023	\$0.00
Yr. 2022	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2023	\$0.00
Yr. 2022	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2023	\$0.00
Yr. 2022	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2023	\$35.00
Yr. 2022	\$3.00
Difference	\$32.00
% Difference	1066.67%
Loss Ratio	0.00%



2023 Excess Liability Options Proposal

This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

Named Member: North Range Metropolitan District No. 3

Certificate Number: 23PL-60008-1829

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$330	\$330
\$2,000,000	\$570	\$570
\$3,000,000	\$810	\$810
\$4,000,000	\$1,020	\$1,020
\$5,000,000	\$1,250	\$1,250
\$6,000,000	\$1,500	\$1,500
\$7,000,000	\$1,750	\$1,750
\$8,000,000	\$2,000	\$2,000

Note: This is not your Coverage Document. It was created solely for informational purposes.

9/6/2022

**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

30

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.]

**REUNION CENTER
STEAD SCHOOL
MASTER PLAN**

PROJECT NAME

ISSUE DATE: 02/03/2021

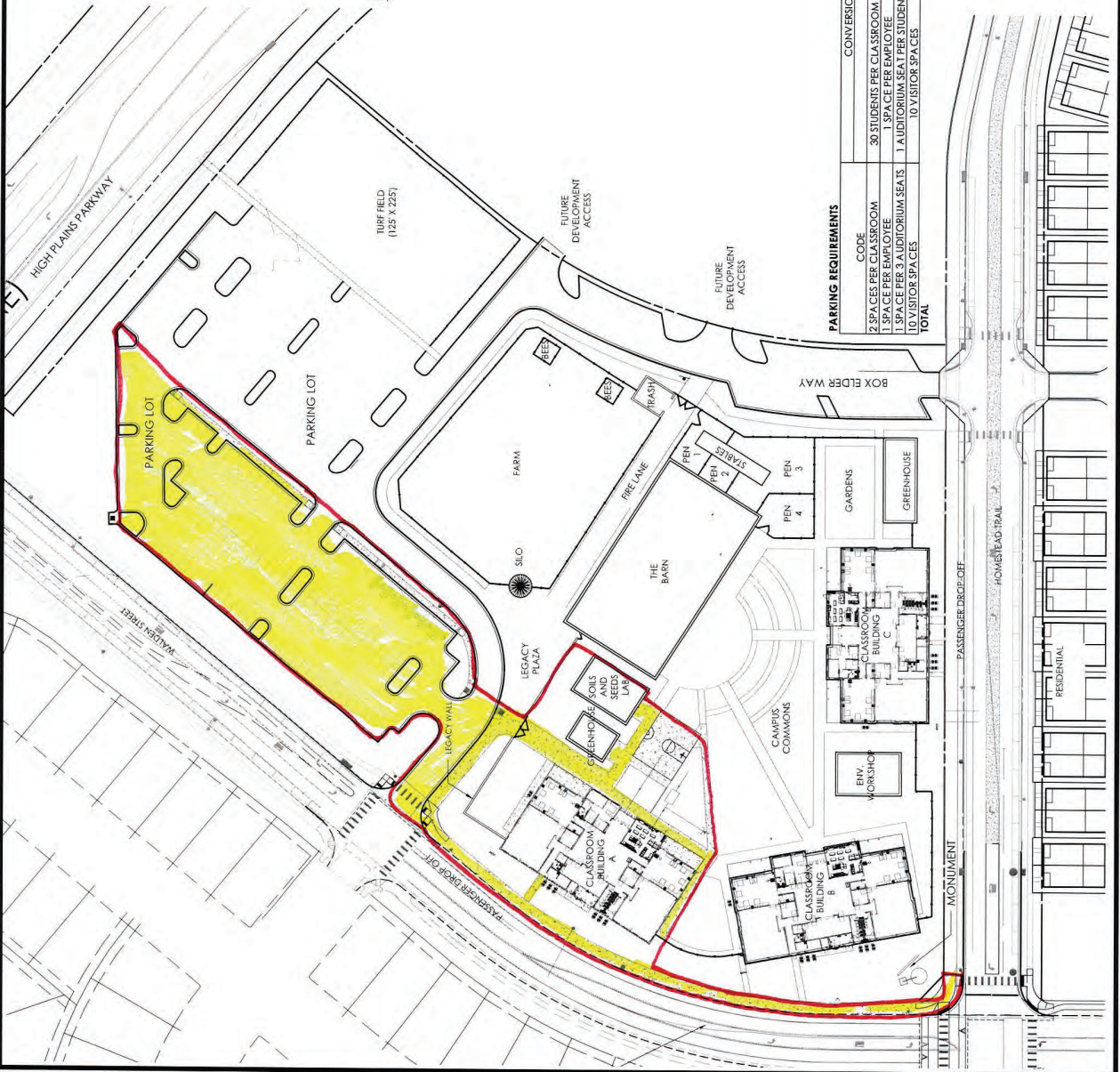
REVISION DATES

KEY MAP

DRAFT

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

384 - EXISTING PLAN PARKING SPACES



PARKING REQUIREMENTS

CODE	CONVERSION (700 STUDENTS)	REQUIRED	PROVIDED
2. SPACES PER CLASSROOM	30 STUDENTS PER CLASSROOM	47	
1. SPA CE PER EMPLOYEE	700/30 X 2	60	
1. SPA CE PER 3 AUDITORIUM SEATS	1 AUDITORIUM SEAT PER STUDENT	29	
10. VISITOR SPACES	10 VISITOR SPACES	10	
TOTAL		332	332

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

Scale: 1" = 60'-0"

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

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 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)


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 Kelly Leid
 639A8BA27E8E4FB...
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.205.173.71

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

Electronic Record and Signature Disclosure:
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 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

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 Signed: 10/25/2021 10:44:32 AM

Electronic Record and Signature Disclosure:
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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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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	
Envelope 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
639A8BA27E8E4FB...

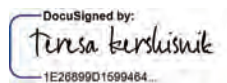
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Signed: 2/12/2021 4:37:42 PM

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

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




DocuSigned by:
Teresa Kershisnik
1E26899D1599464...

Signature Adoption: Pre-selected Style
Using IP Address: 73.203.122.25

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

Electronic Record and Signature Disclosure:
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ID: d30dcd9a-9d17-4244-affe-c701c66569b2

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



DocuSigned by:
Kristen Bear
1D49865F0E7344B...

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:
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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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Certified Delivered	Security Checked	2/16/2021 10:02:22 AM
Signing Complete	Security Checked	2/16/2021 10:02:29 AM
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

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

Signer Events

Thomas Mueller
tjmuller58@gmail.com
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Thomas Mueller
C90CE06EF08F4A5...

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)

DocuSigned by:
Anna Phillips
B4CAB75DD1CE48A...

Signature Adoption: Pre-selected Style
Using IP Address: 172.58.63.8
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)

DocuSigned by:
Kristen Bear
1D49865F0E7344B...

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

Sent: 2/12/2021 4:13:59 PM
Viewed: 2/16/2021 10:01:32 AM
Signed: 2/16/2021 10:01:40 AM

Electronic Record and Signature Disclosure:
Accepted: 2/16/2021 10:01:32 AM
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

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-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 Weid
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: RANGE METROPOLITAN DISTRICT NO. 4
Tim Roberts
1C278D48EC6D41E...the Districts

ATTEST:

DocuSigned by:
Teresa Kershusnik
1E26899D1599464... _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

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

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

Signature Page to Resolution Designating the Location of Regular Meetings

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 Reid
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
1D49665F0E7344B...

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)



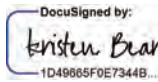
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Brett Price
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Kristen Bear
kbear@wbapc.com
Security Level: Email, Account Authentication (None)



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Kristen Bear
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Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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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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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 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.

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- 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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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

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**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:

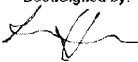
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Anna Phillips

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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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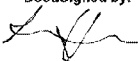
Officer of the District

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

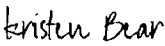
ATTEST:

DocuSigned by:

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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:

1D49665F0E7344B...

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

CA13C05C3EF1467...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

DocuSigned by:

Kristen Bear

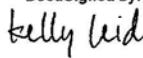
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General Counsel to the District

*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:

639A8BA27EBE4FB...

Officer of the District

ATTEST:

DocuSigned by:

CA13C05C3EF1467...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

DocuSigned by:

1D49665F0E7344B...

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:

639A8BA27EBE4FB

Officer of the District

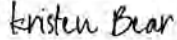
ATTEST:

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.

[Remainder of Page Intentionally Left Blank.]

NOTICE AS TO PROPOSED 2022 BUDGET

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

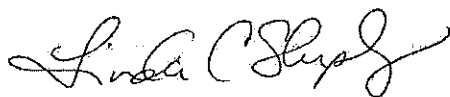
Reunion Metro Dist (CLA) **
c/o Clifton Larson Allen LLP
8390 EAST CRESCENT PKWY #300
GREENWOOD VILLAGE CO 80111-0000

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.



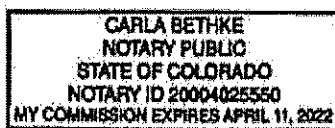
For the Commerce City Sentinel Express

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_ZDdNjA1MGY1YTRiOS00ODJkLThkZTEiYzNhODM4ZTJiNWU2%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.

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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	<u>2,604,997</u>	<u>2,800,617</u>	<u>3,281,272</u>
Total funds available	<u>3,026,925</u>	<u>3,256,664</u>	<u>3,833,622</u>
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	<u>2,570,878</u>	<u>2,704,315</u>	<u>3,603,867</u>
Total expenditures and transfers out requiring appropriation	<u>2,570,878</u>	<u>2,704,315</u>	<u>3,603,867</u>
ENDING FUND BALANCES	<u>\$ 456,047</u>	<u>\$ 552,350</u>	<u>\$ 229,754</u>
STERLING DUET RESERVE	\$ -	\$ -	\$ -
CARRIAGE HOME RESERVE	116,246	148,686	207,666
TOTAL RESERVE	<u>\$ 116,246</u>	<u>\$ 148,686</u>	<u>\$ 207,666</u>

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

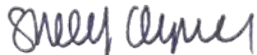
of the Reunion Metropolitan District,
(local government)^C

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)

PURPOSE <small>(see end notes for definitions and examples)</small>	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: <small>[Sum of General Operating Subtotal and Lines 3 to 7]</small>	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.

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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. 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

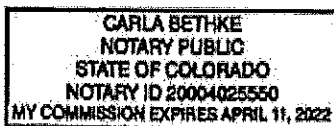
Legal Notice No. CCX341
First Publication: November 2, 2021
Last Publication: November 2, 2021
Publisher: Commerce City Sentinel Express

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	\$ 1,603,855	1,625,118	\$ 1,702,746
Debt Service	4,219,874	4,275,691	4,479,931
	<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
	\$ 20,150,000	\$ 5,214,999	\$ 25,364,999

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

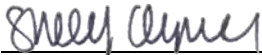
Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 70,014,230 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

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

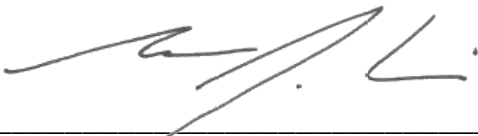
Date: January 25, 2022

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

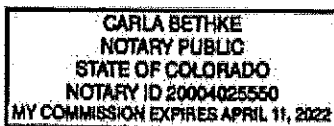
Legal Notice No. CCX341
First Publication: November 2, 2021
Last Publication: November 2, 2021
Publisher: Commerce City Sentinel Express

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

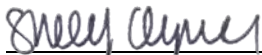
Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 5,271,620 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

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)	LEVY²	REVENUE²
1. General Operating Expenses ^H	<u>1.000</u> mills	\$ <u>5,272</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	<u>1.000</u> mills	\$ <u>5,272</u>
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]	<u>1.000</u> mills	\$ <u>5,272</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: _____
 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

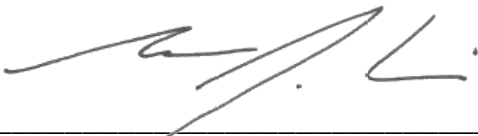
Date: January 25, 2022

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

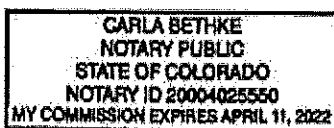
Legal Notice No. CCX341
First Publication: November 2, 2021
Last Publication: November 2, 2021
Publisher: Commerce City Sentinel Express

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	ESTIMATED	BUDGET
2020	2021	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	\$ 1,130,380	\$ 1,146,950	\$ 1,356,000

MILL LEVY

General Fund	0.000	0.000	0.000
Total mill levy	0.000	0.000	0.000

PROPERTY TAXES

General Fund	\$ -	\$ -	\$ -
Levied property taxes	-	-	-
Budgeted property taxes	\$ -	\$ -	\$ -

BUDGETED PROPERTY TAXES

GENERAL FUND	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

**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-bfcc-4fe5-980c-8ff3dcd70755%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-bfcc-4fe5-980c-8ff3dcd70755%22%7d)

AFFIDAVIT OF PUBLICATION

Or call in (audio only)
+1 720-547-5281, 592888273#
United States, Denver
Phone Conference ID: 592 888 273#

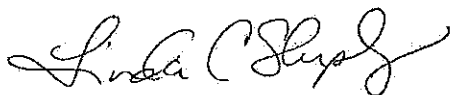
State of Colorado }
County of Adams } ss

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

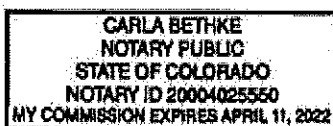
For the Commerce City Sentinel Express

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	<u>1,818</u>	<u>38,608</u>	<u>745,959</u>
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.

[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 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_ZTViYtc3NzqtNTE5My0DYiVlThiMDUlnZq1YzMrNTJiYic%40hread.v2/0?context=%7b%22id%22%3a%224aaa488e-93ba-4ee3-nb9f-6a247aa3ade0%22%2c%22cid%22%3a%2278e91a46-bdce-4fe5-980c-8ff3dce70755%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#

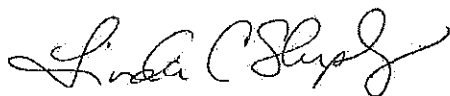
This Affidavit of Publication for the Commerce City Sentinel Express, a weekly newspaper, printed and published for the County of Adams, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication 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



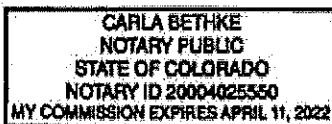
For the Commerce City Sentinel Express

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	<u>\$ 5,720</u>	<u>\$ 5,260</u>	<u>\$ 295,890</u>
MILL LEVY			
General	24.320	24.320	24.320
Debt Service	63.985	63.986	63.986
Total mill levy	<u>88.305</u>	<u>88.306</u>	<u>88.306</u>
PROPERTY TAXES			
General	\$ 139	\$ 128	\$ 7,196
Debt Service	366	336	18,933
Levied property taxes	<u>505</u>	<u>464</u>	<u>26,129</u>
Adjustments to actual/rounding	-	-	-
Budgeted property taxes	<u>\$ 505</u>	<u>\$ 464</u>	<u>\$ 26,129</u>
BUDGETED PROPERTY TAXES			
General	\$ 139	\$ 128	\$ 7,196
Debt Service	366	336	18,933
	<u>\$ 505</u>	<u>\$ 464</u>	<u>\$ 26,129</u>

**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^{1,2} 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>LEVY²</u>	<u>REVENUE²</u>
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	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	24.320 mills	\$ 7,196
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]	88.306 mills	\$26,129

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

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-ab9f-6a247aa3ade0%22%2c%22cid%22%3a%2278e91a46-bdce-4fe5-980c-8ff3dce70755%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#

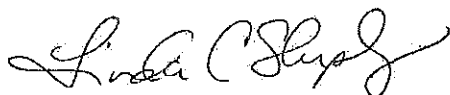
This Affidavit of Publication for the Commerce City Sentinel Express, a weekly newspaper, printed and published for the County of Adams, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication 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



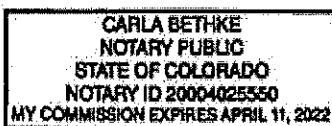
For the Commerce City Sentinel Express

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 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 LEVIES^{1,2} 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

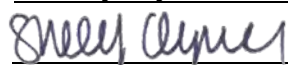
of the North Range Metropolitan District No. 5
(local government)^C

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>LEVY</u> ²	<u>REVENUE</u> ²
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	<u>< ></u> mills	\$ <u>< ></u>
SUBTOTAL FOR GENERAL OPERATING:	<u>88.305</u> mills	<u>\$ 25,860</u>
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]	<u>88.305</u> mills	<u>\$ 25,860</u>

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

298

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

300

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

302

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

304

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
(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-5
(Assessed Value)

CERTIFICATION OF VALUATION BY ADAMS COUNTY ASSESSOR

306

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

308

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

310

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.	

NORTH RANGE METROPOLITAN DISTRICT NO. 3

FINANCIAL STATEMENTS

September 30, 2022

NORTH RANGE METROPOLITAN DISTRICT #3
BALANCE SHEET - GOVERNMENTAL FUNDS
September 30, 2022

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>All Funds</u>
ASSETS				
Receivable from County Treasurer	\$ 10,162	\$ 26,735	\$ -	36,897
Colotrust Prime - NR3	172,094	433,912	-	606,006
UMB Bond Fund Series 2020A	-	1,361,798	-	1,361,798
UMB Reserve Fund Series 2020A	-	4,820,102	-	4,820,102
UMB Surplus Fund Series 2020A	-	2,184,878	-	2,184,878
Due from Reunion	-	575,700	-	575,700
TOTAL ASSETS	<u>\$ 182,256</u>	<u>\$ 9,403,125</u>	<u>\$ -</u>	<u>9,585,381</u>
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Due to Reunion	\$ 175,556	\$ -	\$ -	175,556
TOTAL LIABILITIES	<u>175,556</u>	<u>-</u>	<u>-</u>	<u>175,556</u>
FUND BALANCES	<u>6,700</u>	<u>9,403,125</u>	<u>-</u>	<u>9,409,825</u>
LIABILITIES AND FUND BALANCES	<u>\$ 182,256</u>	<u>\$ 9,403,125</u>	<u>\$ -</u>	<u>9,585,381</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.

NORTH RANGE METROPOLITAN DISTRICT #3
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE MONTH ENDED September 30, 2022

GENERAL FUND

	<u>Annual Budget</u>	<u>Year To Date Actual</u>	<u>Variance</u>
REVENUE			
Property Taxes	\$ 205,442	\$ 205,085	\$ (357)
Specific Ownership Tax	14,381	10,165	(4,216)
Interest Income	5	1,521	1,516
Misc Income	1,000	-	(1,000)
Total Revenue	<u>220,828</u>	<u>216,771</u>	<u>(4,057)</u>
EXPENDITURES			
Expenditures			
County Treasurer's Fees	3,082	3,078	4
Miscellaneous expense	-	33	(33)
Elections	10,000	1,579	8,421
Membership	1,000	455	545
Legal services	3,000	-	3,000
Audit	4,200	4,800	(600)
Insurance	3,500	2,572	928
Contingency	1,000	-	1,000
Intergovernmental - Reunion operations	188,746	197,954	(9,208)
Total Expenditures	<u>214,528</u>	<u>210,471</u>	<u>4,057</u>
EXCESS REVENUE OVER (UNDER) EXPENDITURES	6,300	6,300	-
FUND BALANCE - BEGINNING	<u>400</u>	<u>400</u>	<u>-</u>
TOTAL FUND BALANCE - ENDING	<u>\$ 6,700</u>	<u>\$ 6,700</u>	<u>\$ -</u>

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

SUPPLEMENTARY INFORMATION

NORTH RANGE METROPOLITAN DISTRICT #3
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE MONTH ENDED September 30, 2022

DEBT SERVICE FUND

	<u>Annual Budget</u>	<u>Year To Date Actual</u>	<u>Variance</u>
REVENUE			
Property Taxes	\$ 540,517	\$ 539,578	\$ (939)
Specific Ownership Tax	37,836	26,743	(11,093)
Interest Income	4,300	66,375	62,075
Intergovernmental - Reunion System Deveelopment Fee	957,600	572,850	(384,750)
Total Revenue	<u>1,540,253</u>	<u>1,205,546</u>	<u>(334,707)</u>
EXPENDITURES			
Expenditures			
County Treasurer's Fees	8,108	8,097	11
Contingency	12,542	-	12,542
Bond interest - 2020A	2,652,350	1,326,175	1,326,175
Paying agent/trustee fees	7,000	-	7,000
Total Expenditures	<u>2,680,000</u>	<u>1,334,272</u>	<u>1,345,728</u>
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(1,139,747)	(128,726)	1,011,021
FUND BALANCE - BEGINNING	<u>9,269,892</u>	<u>9,531,851</u>	<u>261,959</u>
TOTAL FUND BALANCE - ENDING	<u>\$ 8,130,145</u>	<u>\$ 9,403,125</u>	<u>\$ 1,272,980</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.

NORTH RANGE METROPOLITAN DISTRICT #3
STATEMENT 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>
EXPENDITURES			
Expenditures			
Transfer to Reunion	4,451,000	4,451,000	-
Total Expenditures	<u>4,451,000</u>	<u>4,451,000</u>	<u>-</u>
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(4,451,000)	(4,451,000)	-
OTHER FINANCING SOURCES (USES)			
Bond issuance	4,451,000	4,451,000	-
TOTAL OTHER FINANCING SOURCES (USES)	4,451,000	4,451,000	-
FUND BALANCE - BEGINNING	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL FUND BALANCE - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

**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.

**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 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.

North Range Metropolitan District No. 3
Schedule of Cash Position
September 30, 2022
Updated as of November 11, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>COLOTRUST PLUS (CO-01-1127-8001)</u>				
Balance as of 9/30/22	\$ 172,094.54	\$ 433,911.35	\$ -	\$ 606,005.89
Subsequent activities:				
10/10/22 Property/SO tax	10,161.78	26,735.34	-	36,897.12
10/31/22 Interest Income	488.64	1,232.03	-	1,720.67
<i>Anticipated transfer to Surplus Fund</i>	-	(461,878.72)	-	(461,878.72)
<i>Anticipated transfer to Reunion Metro</i>	(176,044.96)	-	-	(176,044.96)
Anticipated balance	<u>6,700.00</u>	<u>-</u>	<u>-</u>	<u>6,700.00</u>
<u>UMB - 2020A Bond Fund</u>				
Balance as of 9/30/22	-	1,361,797.81	-	1,361,797.81
Subsequent activities:				
10/31/22 Interest Income	-	3,532.65	-	3,532.65
<i>Anticipated Dec Debt Service Payment</i>	-	(1,326,175.00)	-	(1,326,175.00)
Anticipated balance	<u>-</u>	<u>39,155.46</u>	<u>-</u>	<u>39,155.46</u>
<u>UMB - 2020A Reserve Fund</u>				
Balance as of 9/30/22	-	4,820,102.22	-	4,820,102.22
Subsequent activities:				
10/31/22 Interest Income	-	12,503.76	-	12,503.76
Anticipated balance	<u>-</u>	<u>4,832,605.98</u>	<u>-</u>	<u>4,832,605.98</u>
<u>UMB - 2020A Surplus Fund</u>				
Balance as of 9/30/22	-	2,184,878.31	-	2,184,878.31
Subsequent activities:				
10/31/22 Interest Income	-	5,667.74	-	5,667.74
<i>Anticipated Transfer from Reunion MD</i>	-	575,700.00	-	575,700.00
<i>Anticipated Transfer from Colotrust</i>	-	461,878.72	-	461,878.72
Anticipated balance	<u>-</u>	<u>3,228,124.77</u>	<u>-</u>	<u>3,228,124.77</u>
<i>Anticipated balances</i>	<u>\$ 6,700.00</u>	<u>\$ 8,099,886.21</u>	<u>\$ -</u>	<u>\$ 8,106,586.21</u>

Yield information (thru 10/31/2022):

Colotrust Plus - 3.21%

**North Range Metropolitan District #3
Property Taxes Reconciliation
2022**

	Current Year								Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 16,213.02	\$ -	\$ 10.78	\$ -	\$ (243.20)	\$ -	\$ 15,980.60	2.17%	2.17%	\$ 10.63	0.00%	0.00%
February	18,390.64	-	-	-	(275.86)	-	18,114.78	2.47%	4.64%	71.18	0.15%	0.15%
March	105,958.53	-	-	-	(1,589.38)	-	104,369.15	14.20%	18.84%	11.93	0.00%	0.15%
April	314,160.49	-	-	-	(4,712.41)	-	309,448.08	42.11%	60.96%	14.76	0.00%	0.15%
May	215,681.92	-	-	-	(3,235.23)	-	212,446.69	28.91%	89.87%	37,926.35	99.70%	99.85%
June	65,151.71	-	-	82.51	(978.52)	-	64,255.70	8.73%	98.61%	60.36	0.13%	99.98%
July	-	-	-	-	-	-	-	0.00%	98.61%	11.46	0.00%	99.98%
August	9,106.67	-	-	277.96	(140.79)	-	9,243.84	1.22%	99.83%	13.81	0.00%	99.98%
September	-	-	36,897.12	-	-	-	36,897.12	0.00%	99.83%	15.98	0.00%	99.98%
October	-	-	-	-	-	-	-	0.00%	99.83%	12.38	0.00%	99.98%
November	-	-	-	-	-	-	-	0.00%	99.83%	12.70	0.00%	99.98%
December	-	-	-	-	-	-	-	0.00%	99.83%	11.32	0.00%	99.98%
Total	\$ 744,662.98	\$ -	\$ 36,907.90	\$ 360.47	\$ (11,175.39)	\$ -	\$ 770,755.96	99.83%	99.83%	\$ 38,172.86	99.98%	99.98%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
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Property Tax

General Fund	24.320	\$ 205,442.00	27.54%	205,085.06	99.83%
Debt Service Fund	63.986	540,517.00	72.46%	539,577.92	99.83%
Total	88.306	\$ 745,959.00	100.00%	\$ 744,662.98	99.83%

Specific Ownership Tax

General Fund	\$ 14,381.00	27.54%	\$ 10,164.74	70.68%
Debt Service Fund	37,836.00	72.46%	26,743.16	70.68%
Total	\$ 52,217.00	100.00%	\$ 36,907.90	70.68%

Treasurer's Fees

General Fund	\$ 3,082.00	27.54%	(3,077.97)	-99.87%
Debt Service Fund	8,108.00	72.46%	(8,097.42)	-99.87%
Total	\$ 11,190.00	100.00%	\$ (11,175.39)	-99.87%

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.

NORTH RANGE METROPOLITAN DISTRICT NO. 3
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2023

NORTH RANGE METROPOLITAN DISTRICT NO. 3
SUMMARY
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

10/14/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 17,999,487	\$ 9,270,292	\$ 9,532,251	\$ 9,532,251	\$ 8,409,726
REVENUES					
Property taxes	38,600	745,959	735,556	745,959	1,752,495
Specific ownership taxes	151	52,217	11	22	122,674
Interest income	4,988	4,305	21,173	42,040	4,000
Bond issuance	-	4,451,000	4,451,000	4,451,000	-
System development fees	1,721,400	957,600	521,550	957,600	427,500
Other Income	-	1,000	-	-	1,000
Total revenues	<u>1,765,139</u>	<u>6,212,081</u>	<u>5,729,290</u>	<u>6,196,621</u>	<u>2,307,669</u>
TRANSFERS IN	<u>2,011</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>19,766,637</u>	<u>15,482,373</u>	<u>15,261,541</u>	<u>15,728,872</u>	<u>10,717,395</u>
EXPENDITURES					
General Fund	11,011	214,528	196,800	200,688	735,984
Debt Service Fund	2,659,770	2,680,000	1,334,170	2,667,458	2,688,000
Capital Projects Fund	7,561,594	4,451,000	4,451,000	4,451,000	-
Total expenditures	<u>10,232,375</u>	<u>7,345,528</u>	<u>5,981,970</u>	<u>7,319,146</u>	<u>3,423,984</u>
TRANSFERS OUT	<u>2,011</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>10,234,386</u>	<u>7,345,528</u>	<u>5,981,970</u>	<u>7,319,146</u>	<u>3,423,984</u>
ENDING FUND BALANCES	<u>\$ 9,532,251</u>	<u>\$ 8,136,845</u>	<u>\$ 9,279,571</u>	<u>\$ 8,409,726</u>	<u>\$ 7,293,411</u>
EMERGENCY RESERVE	\$ 400	\$ 6,700	\$ 6,100	\$ 6,200	\$ 22,600
DEBT SERVICE RESERVE	4,800,756	4,800,756	4,800,756	4,800,756	4,800,756
SURPLUS FUND	1,565,229	3,010,510	2,173,599	2,240,972	2,470,055
TOTAL RESERVE	<u>\$ 6,366,385</u>	<u>\$ 7,817,966</u>	<u>\$ 6,980,455</u>	<u>\$ 7,047,928</u>	<u>\$ 7,293,411</u>

No assurance provided. See summary of significant assumptions.

NORTH RANGE METROPOLITAN DISTRICT NO. 3
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

10/14/22

ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
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ASSESSED VALUATION

Residential	\$ -	\$ -	\$ -	\$ -	\$ 3,899,500
Agricultural	20	2,960	2,960	2,960	1,790
State assessed	8,330	22,490	22,490	22,490	1,230
Vacant land	-	7,732,530	7,732,530	7,732,530	15,733,330
Personal property	428,860	689,450	689,450	689,450	209,850
Certified Assessed Value	<u>\$ 437,210</u>	<u>\$ 8,447,430</u>	<u>\$ 8,447,430</u>	<u>\$ 8,447,430</u>	<u>\$ 19,845,700</u>

MILL LEVY

General	24.320	24.320	24.320	24.320	35.196
Debt Service	63.986	63.986	63.986	63.986	53.110
Total mill levy	<u>88.306</u>	<u>88.306</u>	<u>88.306</u>	<u>88.306</u>	<u>88.306</u>

PROPERTY TAXES

General	\$ 10,633	\$ 205,442	\$ 205,442	\$ 205,442	\$ 698,490
Debt Service	27,975	540,517	540,517	540,517	1,054,005
Levied property taxes	38,608	745,959	745,959	745,959	1,752,495
Adjustments to actual/rounding	(8)	-	(10,403)	-	-
Budgeted property taxes	<u>\$ 38,600</u>	<u>\$ 745,959</u>	<u>\$ 735,556</u>	<u>\$ 745,959</u>	<u>\$ 1,752,495</u>

BUDGETED PROPERTY TAXES

General	\$ 10,631	\$ 205,442	\$ 202,577	\$ 205,442	\$ 698,490
Debt Service	27,969	540,517	532,979	540,517	1,054,005
	<u>\$ 38,600</u>	<u>\$ 745,959</u>	<u>\$ 735,556</u>	<u>\$ 745,959</u>	<u>\$ 1,752,495</u>

NORTH RANGE METROPOLITAN DISTRICT NO. 3
GENERAL FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

10/14/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 738	\$ 400	\$ 400	\$ 400	\$ 6,200
REVENUES					
Property taxes	10,631	205,442	202,577	205,442	698,490
Specific ownership taxes	41	14,381	3	6	48,894
Interest income	1	5	520	1,040	4,000
Other Income	-	1,000	-	-	1,000
Total revenues	<u>10,673</u>	<u>220,828</u>	<u>203,100</u>	<u>206,488</u>	<u>752,384</u>
Total funds available	<u>11,411</u>	<u>221,228</u>	<u>203,500</u>	<u>206,888</u>	<u>758,584</u>
EXPENDITURES					
General and administrative					
Audit	4,000	4,200	4,800	4,800	5,200
County Treasurer's fees	159	3,082	3,039	3,082	10,477
Dues and membership	281	1,000	455	455	1,000
Elections	-	10,000	1,579	1,579	15,000
Insurance and bonds	3,020	3,500	2,572	2,572	3,500
Legal Services	-	3,000	-	-	3,000
Intergov Expenditure - RMD Operations	3,551	188,746	184,322	188,167	697,707
Miscellaneous	-	-	33	33	-
Contingency	-	1,000	-	-	100
Total expenditures	<u>11,011</u>	<u>214,528</u>	<u>196,800</u>	<u>200,688</u>	<u>735,984</u>
Total expenditures and transfers out requiring appropriation	<u>11,011</u>	<u>214,528</u>	<u>196,800</u>	<u>200,688</u>	<u>735,984</u>
ENDING FUND BALANCE	<u>\$ 400</u>	<u>\$ 6,700</u>	<u>\$ 6,700</u>	<u>\$ 6,200</u>	<u>\$ 22,600</u>
EMERGENCY RESERVE	<u>\$ 400</u>	<u>\$ 6,700</u>	<u>\$ 6,100</u>	<u>\$ 6,200</u>	<u>\$ 22,600</u>

No assurance provided. See summary of significant assumptions.

NORTH RANGE METROPOLITAN DISTRICT NO. 3
DEBT SERVICE FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

10/14/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 10,436,366	\$ 9,269,892	\$ 9,531,851	\$ 9,531,851	\$ 8,403,526
REVENUES					
Property taxes	27,969	540,517	532,979	540,517	1,054,005
Specific ownership taxes	110	37,836	8	16	73,780
Interest income	3,765	4,300	20,653	41,000	-
System development fees	1,721,400	957,600	521,550	957,600	427,500
Transfer from Reunion MD	-	-	-	-	-
Total revenues	<u>1,753,244</u>	<u>1,540,253</u>	<u>1,075,190</u>	<u>1,539,133</u>	<u>1,555,285</u>
TRANSFERS IN					
Transfers from other fund	<u>2,011</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>12,191,621</u>	<u>10,810,145</u>	<u>10,607,041</u>	<u>11,070,984</u>	<u>9,958,811</u>
EXPENDITURES					
General and administrative					
County Treasurer's fees	420	8,108	7,995	8,108	15,810
Paying Agent Fees	7,000	7,000	-	7,000	7,000
Bond Interest - Series 2020A	2,652,350	2,652,350	1,326,175	2,652,350	2,652,350
Contingency	-	12,542	-	-	12,840
Total expenditures	<u>2,659,770</u>	<u>2,680,000</u>	<u>1,334,170</u>	<u>2,667,458</u>	<u>2,688,000</u>
Total expenditures and transfers out requiring appropriation	<u>2,659,770</u>	<u>2,680,000</u>	<u>1,334,170</u>	<u>2,667,458</u>	<u>2,688,000</u>
ENDING FUND BALANCE	<u>\$ 9,531,851</u>	<u>\$ 8,130,145</u>	<u>\$ 9,272,871</u>	<u>\$ 8,403,526</u>	<u>\$ 7,270,811</u>
DEBT SERVICE RESERVE	\$ 4,800,756	\$ 4,800,756	\$ 4,800,756	\$ 4,800,756	\$ 4,800,756
SURPLUS FUND	1,565,229	3,010,510	2,173,599	2,240,972	2,470,055
TOTAL RESERVE	<u>\$ 6,365,985</u>	<u>\$ 7,811,266</u>	<u>\$ 6,974,355</u>	<u>\$ 7,041,728</u>	<u>\$ 7,270,811</u>

No assurance provided. See summary of significant assumptions.

**NORTH RANGE METROPOLITAN DISTRICT NO. 3
CAPITAL PROJECTS FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 7,562,383	\$ -	\$ -	\$ -	\$ -
REVENUES					
Bond issuance	-	4,451,000	4,451,000	4,451,000	-
Interest income	1,222	-	-	-	-
Total revenues	<u>1,222</u>	<u>4,451,000</u>	<u>4,451,000</u>	<u>4,451,000</u>	<u>-</u>
Total funds available	<u>7,563,605</u>	<u>4,451,000</u>	<u>4,451,000</u>	<u>4,451,000</u>	<u>-</u>
EXPENDITURES					
Bond issue cost	300	-	-	-	-
Transfer to Reunion MD	7,561,294	4,451,000	4,451,000	4,451,000	-
Total expenditures	<u>7,561,594</u>	<u>4,451,000</u>	<u>4,451,000</u>	<u>4,451,000</u>	<u>-</u>
TRANSFERS OUT					
Transfer to other fund	<u>2,011</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>7,563,605</u>	<u>4,451,000</u>	<u>4,451,000</u>	<u>4,451,000</u>	<u>-</u>
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**NORTH RANGE METROPOLITAN DISTRICT NO. 3
2023 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.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.4% from 29.0%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 29%.

**NORTH RANGE METROPOLITAN DISTRICT NO. 3
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

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 1.50%.

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.

**NORTH RANGE METROPOLITAN DISTRICT NO. 3
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures - (continued)

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.

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.

**NORTH RANGE METROPOLITAN DISTRICT NO. 3
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases - (continued)

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.

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.

**NORTH RANGE METROPOLITAN DISTRICT NO. 3
2023 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.

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
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
	\$ 51,115,000	\$ 58,880,963	\$ 109,995,963

No assurance provided. See summary of significant assumptions.

RESOLUTION
ADOPTING BUDGET, APPROPRIATING FUNDS AND CERTIFYING MILL LEVIES
FOR THE CALENDAR YEAR 2023

The Board of Directors of North Range Metropolitan District No. 3 (the “**Board**”), City of Commerce City, Adams County, Colorado (the “**District**”), held a regular meeting, via teleconference on November 17, 2022, at the hour of 9:00 A.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 35.196 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 53.110 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 17, 2022.

DISTRICT:

NORTH RANGE METROPOLITAN DISTRICT NO. 3, 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
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 via teleconference on November 17, 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

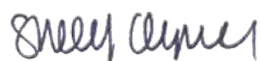
For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending 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

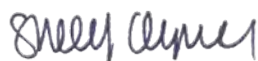
You agree to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to you or your business, including the accuracy and lawfulness of any reports you submit to any government regulator, authority, or agency. 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
North Range Metropolitan District No. 3
ϕ CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

To the Members of the Board:

We are pleased to confirm our understanding of the services we are to provide for North Range Metropolitan District No. 3 (District) for the year ending December 31, 2022. We understand the District employs CliftonLarsonAllen, 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, each major fund, and the disclosures, which collectively comprise the basic financial statements of North Range Metropolitan District No. 3 as of and for the year ended December 31, 2022.

Management has elected to omit the Management’s Discussion and Analysis (MD&A) that accounting principles in the United States of America require to be presented to supplement the basic financial statements. Such missing 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.

We have also been engaged to report on supplementary information other than RSI that accompanies North Range Metropolitan District No. 3’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 (GAAS) 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 Balance – 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
- 2) Summary of Assessed Valuation, Mill Levy, and Property Taxes Collected

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 second 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:

- 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 North Range Metropolitan District No. 3'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 \$5,300. 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. 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.

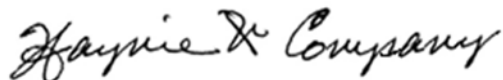
Reporting

We will issue a written report upon completion of our audit of North Range Metropolitan District No. 3's financial statements. Our report will be addressed to the Board of Directors of North Range Metropolitan District No. 3. 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:
North Range Metropolitan District No. 3

Officer signature

Title

Date


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
 North Range Metropolitan District No. 3
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, Colorado 80111

Re: Letter of Engagement

Dear Board Members:

We understand that the North Range Metropolitan District No. 3 (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 Natural Resource Metropolitan District, Reunion Metropolitan District, Reunion Sports, Entertainment and Cultural Metropolitan District 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.

North Range Metropolitan District No. 3

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

NORTH RANGEMETROPOLITAN DISTRICT NO. 3
ANNUAL ADMINISTRATIVE RESOLUTION
(2023)

WHEREAS, North Range Metropolitan District No. 3 (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 manager and 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:	James Hayes
Secretary:	Ross Blackmer
Assistant Secretary:	Brett Price
Assistant Secretary:	Bruce Rau
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 www.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 third Thursday of February, May and August, and November 17, 2023, at 1:00 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: www.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. 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.

32. 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.

33. The Board directs legal counsel to monitor, and inform the Board of, any legislative changes that may occur throughout the year.

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ADOPTED NOVEMBER 17, 2022.

(SEAL)

DISTRICT:

**NORTH RANGE METROPOLITAN
DISTRICT NO. 3**, 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 17, 2022, 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**

NORTH RANGE METROPOLITAN DISTRICT NO. 3

§§ 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 North Range Metropolitan District No. 3 (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.

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ADOPTED THIS 17TH DAY OF NOVEMBER, 2022.

NORTH RANGE METROPOLITAN DISTRICT
NO. 3

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