REUNION METROPOLITAN DISTRICT

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

NOTICE OF REGULAR MEETING AND AGENDA

DATE: November 14, 2023

TIME: 6:00 p.m.

LOCATION: Via Microsoft Zoom:

Please click this URL to join.

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Board of Directors	<u>Office</u>	Term Expires
Brett Price	President	May, 2025
Bruce Rau	Treasurer	May, 2025
Vacant	Assistant Secretary	May, 2027
Tim E. Roberts	Assistant Secretary	May, 2027
Bertrand J. Bauer	Secretary	May, 2027

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.

E. Acknowledge the resignation of Teresa Kershisnik from the Board.

II. CONSENT AGENDA

- A. Review and consider approval of Minutes from the September 18, 2023 Special Meeting, September 26, 2023 Special Meeting, October 3, 2023 Special Meeting and November 1, 2023 Special Meeting (enclosures).
- B. Ratify approval of 2022 Annual Report (enclosure).
- C. Review and consider HOA Tribunal Recommendations.

III. MANAGER MATTERS

- A. Parks/Irrigation Manager's Report (enclosure).
 - a. Consider approval of Workman UTX Diesel in the amount of \$39,477.87 (enclosure).
 - b. Consider approval of 2024 Spring Tree Planting Proposal from Anderson Greenscapes in the amount of \$72,500.00 (enclosure).
- B. Operation Manager's Report (enclosure).
 - a. Update on status of Rec Center gym floor replacement.
 - b. Ratify ancillary costs as/if necessary.
- C. HOA Manager's Report (enclosure).
- D. Southlawn Sport Court project update.
- E. Discuss 2024 Regular Meeting Dates [February 6, May 7, August 6 and November 12 at 6:00 p.m.].
- F. Discuss and consider approval of 2024 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 (to be distributed).

IV. FINANCIAL MATTERS

- A. Review, ratify and consider approval of claims (enclosure).
- B. Review and consider acceptance of the September 30, 2023 Unaudited Draft Financial Statements (to be distributed).
- C. Consider approval of CliftonLarsonAllen LLP Master Service Agreement and Statement(s) of Work for 2024 (enclosures).
- D. Review and Consider Approval of Engagement Letter with Haynie & Company for 2023 Audit Services (enclosure).

V. ENGINEER MATTERS

- A. Overall Construction Update:
 - 1. Status update of all construction projects and budget spreadsheets (enclosures).
- B. Review and consider approval/ratification of construction Change Orders:
- C. Review and consider approval/ratification of landscape Change Orders:
 - 1. Review and consider approval of Change Order No. 1 to Agreement regarding Reunion Filing 27 Landscape Improvements between the District and CDI (Swale grading and sod install) in the amount of \$3,768.06 (enclosure).
 - 2. Review and consider approval of Change Order No. 6 to Agreement regarding RMD F37 Landscape Improvements between the District and Brightview Landscape Development (Bollard, Sleeving, & Mainte. Deduction) in the amount of \$19,325.34 (enclosure).
 - 3. Review and consider approval of Change Order No. 1 to Agreement regarding 2023 Pond Maintenance between the District and Clear Water Property and Resource Management (Pond A repairs) in the amount of \$9,800.00 (enclosure).

VI. LEGAL MATTERS

- A. Review and consider approval of Service Agreement between the District and ProSec Integration, LLC Denver for the installation of a Turning 19 camera system in the amount of \$14,353.15 (enclosure).
- B. Review and consider approval of Independent Contract Agreement (Recreation Center Facility Management 2024) between the District and The Young Men's

- Christian Association of Metropolitan Denver d/b/a YMCA of Metropolitan Denver (enclosure).
- C. Review and consider approval of Service Agreement for 2024 Landscape Maintenance between the District and Environmental Designs, Inc. (EDI) (enclosure).
- D. Review and consider approval of Service Agreement between the District and Groundworks Colorado, LLC for Rec Center gymnasium floor concrete repairs in the amount of \$49,446.17 (enclosure).
- E. Consider Adoption of the 2024 Annual Administrative Resolution (enclosure).
- F. Consider Adoption of Resolution Adopting Social Media Policy (enclosure).
- G. Executive Session to receive legal advice from District counsel on specific legal questions and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators pursuant to Sections 24-6-402(4)(b) and (e), C.R.S., regarding pending litigation, the Mill Levy Equalization and Pledge Agreement, the District Operating Services Agreement, covenant enforcement, ownership and maintenance of public facilities, collection of fees, budget and finance issues, and other matters related to North Range Metropolitan District Nos. 1, 2 and 3.
- H. Approve action, if necessary, regarding matters discussed during Executive Session.
- I. Consider appointment of Board member to the Litigation Committee.

VII. OTHER BUSINESS

VIII. ADJOURNMENT

There are no regular meetings scheduled for the remainder of 2023.

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE REUNION METROPOLITAN DISTRICT (THE "DISTRICT") HELD SEPTEMBER 18, 2023

A special meeting of the Board of Directors of the Reunion Metropolitan District (referred to hereafter as the "Board") was held on September 18, 2023 at 6:00 p.m. This District Board meeting was held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were (with titles):

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

Also, In Attendance Were:

David Greher; Cockrel Ela Glesne Greher & Ruhland, P.C.

Matt Urkoski, Anna Jones, Shelby Clymer and Curtis Bourgouin;

CliftonLarsonAllen LLP ("CLA")

Bill Kyriagis; Otten Johnson

Curtis Hain; MSI

Raul Martinez; Reunion Metropolitan District Greg Doyle and Kimberly Armitage; YMCA

Ty Holman; Haynie & Co. Aaron Clutter; JR Engineering

Scott Davis, Roger Japp and Ryan Keefer; North Range Metropolitan District

No. I

Ronna Sanchez; North Range Metropolitan District No. 2

Jessica Reynolds; Wolfersberger, LLC

Adi X, Amelia X, Aric Fowler, Danielle Suzuki, Erick Stowe, Justin Suzuki, Ryan Keefer, Steven Douglas, Trevor Steen, members of the public.

ADMINISTRATIVE MATTERS

<u>Call to order and approval of agenda:</u> President Price called the meeting to order at 6:00 p.m. Upon a motion duly made by President Price, seconded by Director Roberts and, upon vote, unanimously carried, the Board approved the agenda as presented.

<u>Disclosures of potential conflicts of interest:</u> 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 Greher 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 noted that notice providing the time, date and meeting location information for the meeting was duly posted.

2022 Audit: Ty Holman reviewed the 2022 Audit with the Board. Ms. Clymer provided additional detail. Following review and discussion, upon a motion duly made by Director Kershisnik, seconded by Director Rau and, upon vote, unanimously carried, the Board accepted the 2022 Audit and authorized execution of the Representation Letter.

Public Comment: Ryan Keefer indicated he felt that the budget hearing was premature. He further commented on the \$500,000.00 budgeted for legal.

Steve Douglas asked about the size of the Southlawn pool and why the District is not building more amenities for the growing size of the community. He also noted the budget does not reflect the updated assessed valuations of the homes in the community.

Trevor Steen discussed the pool use and related limitations, noting he feels the YMCA is mismanaging the activities.

Aric Fowler noted his disagreement with the proposed budget.

Jessica Reynolds indicated there is a Gallery HOA meeting this evening.

Danielle Suzuki asked that another night be selected for the Reunion meetings and commented on the landscaping.

Amelia X reported concerns in listening to the comments tonight, frustration that questions or issues are brought up and a response is not received. She further noted that for the purpose of everyone's time she understood not being able to answer questions/concerns in this forum; however it would be helpful to have transparency in how responses will be received.

Ronna Sanchez asked about who is on the HOA board. Ms. Sanchez also asked about lowering the mill levy and the payment to litigation.

CONSENT AGENDA

Minutes from the August 8, 2023 Special Meeting:

Following discussion, upon a motion duly made by Director Rau, seconded by Director Kershisnik and, upon vote, unanimously carried, the Board approved the Consent Agenda.

MANAGER MATTERS

FINANCIAL MATTERS Proposal from All City Floors, Co. for additional scope of services for the rec center gym floor replacement in the amount of \$145,208.00: This item was tabled until the repair amount and insurance coverages are clear. It was noted an independent engineer is reviewing the damage and will make a recommendation to the insurance team as to the cause of the damage.

Fee Study; Consider adoption of Resolution Regarding Proposed Fees for Reunion Ridge Filing 1, Amendment 2 (within North Range MD No. 3): Ms. Clymer reviewed the various funds with the Board. Following review and discussion, upon a motion duly made by Director Rau, seconded by President Price and, upon vote, unanimously carried, the Board adopted the Resolution Regarding Proposed Fees for Reunion Ridge Filing 1, Amendment 2 (within North Range MD No. 3).

<u>Public Hearing on proposed 2024 Budget:</u> The Board opened the public hearing at 7:17 p.m. to consider the proposed 2024 Budget. [Opening and closing a hearing is not an official action of the Board]

It was noted that publication of Notice stating that the Board would consider the 2024 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the public hearing.

Ms. Clymer reviewed the 2024 proposed Budget with the Board.

Ryan Keefer inquired about the increase of management fees, dead trees and bond payments.

Steve Douglas inquired about the HOA fees, litigation costs and water usage. He suggested xeric landscaping.

Scott Davis inquired about the 4-year projection and mill levy changes.

Roger Japp inquired about the increased mill levies, post packet information and how the Board chose to meet.

The public hearing was closed at 7:44 p.m.

<u>ENGINEER</u>
MATTERS

Resolution to Adopt the 2024 Budget, Appropriate Sums of Money and to **Set Mill Levies:** This item was deferred.

LEGAL MATTERS

None.

Executive Session to receive legal advice from District counsel on specific legal questions and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators pursuant to Sections 24-6-402(4)(b) and (e), C.R.S., regarding pending litigation, the Mill Levy Equalization and Pledge Agreement, the District Operating Services Agreement, covenant enforcement, ownership and maintenance of public facilities, collection of fees, budget and finance issues, and other matters related to North Range Metropolitan District Nos. 1, 2 and 3: Upon a motion duly made by Director Rau, seconded by President Price and, upon a vote, unanimously carried, the Board entered into executive session pursuant to Sections 24-6-402(4)(b) and (e), C.R.S., regarding pending litigation, the Mill Levy Equalization and Pledge Agreement, the District Operating Services Agreement, covenant enforcement, ownership and maintenance of public facilities, collection of fees, budget and finance issues, and other matters related to North Range Metropolitan District Nos. 1, 2 and 3 at 7:47 p.m.

The Board exited out of executive session at 8:10 p.m.

Approve action, if necessary, regarding matters discussed during Executive Session: No action taken.

OTHER BUSINESS

Upon a motion duly made by Director Rau, seconded by Director Kershisnik and, upon vote, unanimously carried, the Board determined to set a special meeting on Tuesday, September 26, 2023 at 6:00 p.m.

ADJOURNMENT

Upon a motion duly made by Director Kershisnik, seconded by Director Rau and, upon vote, unanimously carried, the Board adjourned the meeting at 8:20 p.m.

Respectfully submitted,
By
Secretary for the Meeting

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I hereby attest that I
am an attorney of the District, that I was in attendance during the
Executive Session of the Board convened on September 18, 2023, and
that the discussion during the Executive Session constituted a privileged
attorney-client communication for which no record is required to be kept
by law.

By	
David Greher	

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE REUNION METROPOLITAN DISTRICT (THE "DISTRICT") HELD SEPTEMBER 26, 2023

A special meeting of the Board of Directors of the Reunion Metropolitan District (referred to hereafter as the "Board") was held on September 26, 2023 at 6:00 p.m. This District Board meeting was held via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

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

The absence of Director Bauer was excused.

Also, In Attendance Were:

David Greher and Sarah Luetjen; Cockrel Ela Glesne Greher & Ruhland, P.C. Matt Urkoski, Anna Jones and Shelby Clymer; CliftonLarsonAllen LLP ("CLA")

Bill Kyriagis; Otten Johnson Aaron Clutter; JR Engineering

Raul Martinez; Reunion Metropolitan District

Curtis Hain; MSI

Greg Doyle and Kimberly Armitage; YMCA

Ryan Keefer; North Range Metropolitan District No. 1 Ronna Sanchez; North Range Metropolitan District No. 2

Jessica Reynolds; Wolfersberger, LLC

Trevor Steen, B. Spencer, Chaitanya Pappala, Colton Kinninger, Denise DeVito, Erick Stowe, Greg Rau, Becca X, Harmonie X, Tanya Ibarra, Tyrel Nelson, and other members of the public

ADMINISTRATIVE MATTERS

<u>Call to order and approval of agenda:</u> President Price called the meeting to order at 6:00 p.m. Upon a motion duly made by President Price, seconded by Director Roberts and, upon vote, unanimously carried, the Board approved the agenda as presented.

<u>Disclosures of potential conflicts of interest:</u> 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 Greher 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 noted that notice providing the time, date and meeting location information for the meeting was duly posted.

<u>Public Comment:</u> Trevor Steen commented on the budget and legal fees.

Ryan Keefer commented on the public comment period.

LEGAL MATTERS

Executive Session to receive legal advice from District counsel on specific legal questions and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators pursuant to Sections 24-6-402(4)(b) and (e), C.R.S., regarding pending litigation, the Mill Levy Equalization and Pledge Agreement, the District Operating Services Agreement, covenant enforcement, ownership and maintenance of public facilities, collection of fees, budget and finance issues, and other matters related to North Range Metropolitan District Nos. 1, 2 and 3: Not needed.

Approve action, if necessary, regarding matters discussed during Executive Session: No such action taken.

MANAGER MATTERS None.

FINANCIAL MATTERS Resolution to Adopt the 2024 Budget, Appropriate Sums of Money and to Set Mill Levies: Ms. Clymer reviewed the changes to the 2024 budget. Discussion ensued. Action on this item was deferred to the next meeting.

Upon a motion duly made by Director Rau, seconded by President Price and, upon vote, unanimously carried, the Board determined to set a special meeting on Tuesday, October 3, 2023 at 6:00 p.m.

ENGINEER MATTERS

None.

OTHER BUSINESS

None.

Upon a motion duly made by President Price, seconded by Director Kershisnik and, upon vote, unanimously carried, the Board adjourned the meeting at 6:31 p.m.

Respectfully submitted,
By
Secretary for the Meeting

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE REUNION METROPOLITAN DISTRICT (THE "DISTRICT") HELD OCTOBER 3, 2023

A special meeting of the Board of Directors of the Reunion Metropolitan District (referred to hereafter as the "Board") was held on October 3, 2023 at 6:00 p.m. This District Board meeting was held via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Brett Price, President Bruce Rau, Treasurer Bertran Bauer, Secretary Tim Roberts, Assistant Secretary

The absence of Director Kershisnik was excused.

Also, In Attendance Were:

David Greher and Sarah Luetjen; Cockrel Ela Glesne Greher & Ruhland, P.C. Matt Urkoski, Anna Jones and Shelby Clymer; CliftonLarsonAllen LLP ("CLA")

Bill Kyriagis; Otten Johnson

Jessica Reynolds; Wolfersberger, LLC

Scott Davis; North Range Metropolitan District No. 1

ADMINISTRATIVE MATTERS

<u>Call to order and approval of agenda:</u> President Price called the meeting to order at 6:00 p.m. Upon a motion duly made by Director Roberts, seconded by President 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 Greher 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 noted that notice providing the time, date and meeting location information for the meeting was duly posted.

Public Comment: None.

LEGAL MATTERS

Executive Session to receive legal advice from District counsel on specific legal questions and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators pursuant to Sections 24-6-402(4)(b) and (e), C.R.S., regarding pending litigation, the Mill Levy Equalization and Pledge Agreement, the District Operating Services Agreement, covenant enforcement, ownership and maintenance of public facilities, collection of fees, budget and finance issues, and other matters related to North Range Metropolitan District Nos. 1, 2 and 3: Not needed.

Approve action, if necessary, regarding matters discussed during Executive Session: No such action taken.

MANAGER MATTERS

Service Agreement between the District and Mechanical Solutions, Inc. for 2 HVAC roof top units in the amount of \$98,749.84: Mr. Urkoski reviewed the Service Agreement with the Board. Following discussion, upon a motion duly made by Director Rau, seconded by President Price and, upon vote, unanimously carried, the Board approved the Service Agreement between the District and Mechanical Solutions, Inc. for 2 HVAC roof top units in the amount of \$98,749.84.

<u>Committee approval of Rec Center basketball court floor repairs/replacement:</u> President Price and Director Bauer were appointed as the committee to approve related items and expenditures once the insurance and third party engineer report processes have been completed.

FINANCIAL MATTERS

Resolution to Adopt the 2024 Budget, Appropriate Sums of Money and to Set Mill Levies: Ms. Clymer reviewed the changes to the 2024 budget. Discussion ensued. Following discussion, upon a motion duly made by Director Rau, seconded by President Price and, upon vote, unanimously carried, the Board adopted the Resolution to Adopt the 2024 Budget, Appropriate Sums of Money and Set Mill Levies.

ENGINEER MATTERS None.

OTHER BUSINESS

None.

<u>ADJOURNMENT</u>	Upon a motion duly made by President Price, the Board adjourned the meeting at 6:14 p.m.
	Respectfully submitted,
	By Secretary for the Meeting

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE REUNION METROPOLITAN DISTRICT (THE "DISTRICT") HELD NOVEMBER 1, 2023

A special meeting of the Board of Directors of the Reunion Metropolitan District (referred to hereafter as the "Board") was held on November 1, 2023 at 6:00 p.m. This District Board meeting was held via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Brett Price, President Bruce Rau, Treasurer Teresa Kershisnik, Assistant Secretary Bertrand Bauer, Secretary

Director Tim Roberts, Assistant Secretary, was absent and excused.

Also, In Attendance Were:

David Greher, Esq. and Kristin Herndon; Cockrel Ela Glesne Greher & Ruhland, P.C.

Matt Urkoski, Anna Jones and Shelby Clymer; CliftonLarsonAllen LLP ("CLA")

Bill Kyriagis, Esq.; Otten Johnson Robinson Neff & Ragonetti

Raul Martinez; Reunion Metropolitan District

Jessica Reynolds; Wolfersberger, LLC

Denise DeVito, Ronna and David Sanchez, and Steven Douglas, members of the public [Kathy – please affiliate each of the foregoing individuals with the applicable board he or she sits on]

ADMINISTRATIVE MATTERS

<u>Call to order and agenda:</u> Director Rau called the meeting to order at 6:01 p.m. Upon a motion duly made by Director Rau, seconded by Director Price and, upon vote, unanimously carried, the Board approved the agenda, as presented.

<u>Disclosures of potential conflicts of interest:</u> 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 Greher 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 noted that notice providing the time, date and meeting location information for the meeting was duly posted.

<u>Public Comment:</u> Ronna Sanchez asked about the increase in accounting and administrative fees. She asked about the repair/replacement of Rec Center basketball court floor. Ms. Sanchez also asked for in person meetings and coffee shop discounts.

Steve Douglas stated that several lights were out between Southlawn Parkway and Landmark Drive. He also discussed Telluride Court lights being out.

FINANCIAL MATTERS

<u>Public Hearing on Amendment to 2024 Budget:</u> Upon a motion duly made by Director Rau, seconded by Director Kershisnik and, upon vote, unanimously carried, the Board opened the public hearing to consider an Amendment to the 2024 Budget at 6:12 p.m.

It was noted that publication of Notice stating that the Board would consider the 2024 Budget Amendment and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the public hearing.

Ms. Clymer reviewed the 2024 Budget Amendment with the Board. Discussion ensued.

Denise DeVito inquired about administrative fees.

Steve Douglas inquired about litigation expenses.

David Sanchez inquired about the administrative expenses and whether the management expenses were being duplicated.

Following discussion, upon motion duly made by Director Rau, seconded by Director Kershisnik and, upon vote, unanimously carried, the Board closed the public hearing at 6:19 p.m.

LEGAL MATTERS

Executive Session to receive legal advice from District counsel on specific legal questions and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators pursuant to Sections 24-6-402(4)(b) and (e), C.R.S., regarding pending litigation, the Mill Levy Equalization and Pledge Agreement, the District Operating Services Agreement, covenant enforcement, ownership

and maintenance of public facilities, collection of fees, budget and finance issues, and other matters related to North Range Metropolitan District Nos. 1, 2 and 3: Upon a motion duly made by Director Rau, seconded by Director Price and, upon vote, unanimously carried, the Board entered into executive session pursuant to Sections 24-6-402(4)(b) and (e), C.R.S., regarding pending litigation, the Mill Levy Equalization and Pledge Agreement, the District Operating Services Agreement, covenant enforcement, ownership and maintenance of public facilities, collection of fees, budget and finance issues, and other matters related to North Range Metropolitan District Nos. 1, 2 and 3 at 6:28 p.m.

The Board exited out of executive session at 6:43 p.m.

Approve action, if necessary, regarding matters discussed during Executive Session: No action taken.

Resolution to Amend 2024 Budget: Ms. Clymer and Attorney Greher reviewed the Resolution to Amend 2024 Budget with the Board. Director Rau commented on the management fees charged to North Range Metropolitan District Nos. 1-3.

Following review, upon motion duly made by Director Rau, seconded by Director Price and, upon vote, unanimously carried, the Board adopted the Resolution to Amend the 2024 Budget.

Attorney Greher requested that the 2024 Amended Budget and Resolution be posted on the website. Director Kershisnik directed CLA to send them to the boards of directors of North Range Metropolitan District Nos. 1-4.

OTHER BUSINESS

None.

ADJOURNMENT

Upon a motion duly made by Director Price, seconded by Director Kershisnik and, upon vote, unanimously carried, the Board adjourned the meeting at 7:03 p.m.

Respectfully submitted,	
By	
Secretary for the Meeting	

Pursuant to Section 24-6-402(4)(b) and (e), C.R.S, I hereby attest that I am an attorney of the District, that I was in attendance during the Executive Session of the Board convened on November 1, 2023, and that the discussion during the Executive Session constituted a privileged attorney-client communication for which no record is required to be kept by law.

By		
	David Greher	

REUNION METROPOLITAN DISTRICT

City of Commerce City, County of Adams, Colorado

2022 ANNUAL REPORT

- 1. Boundary Changes Made or Proposed:
 - (a) No changes made or proposed as of December 31, 2022.
- 2. Intergovernmental Agreements Entered Into or Proposed:
- (a) A Cost Share Agreement Chambers Road Improvements 104th to 117th Avenue was proposed with the City in 2022 but was not fully executed. There were no other Intergovernmental Agreements entered into or proposed in 2022.
 - 3. Changes or Proposed Changes in District's Policies:
 - (a) There were no material changes to the District's policies in 2022.
 - 4. Change or Proposed Changes in the District's Operations:
- (a) The only material change to the District's operations in 2022 relates to the expansion of the scope of engagement of the YMCA to provide management complete management and day-to-day operational services for the Recreation Facility to include staffing, programming components, and facility operations.
- 5. Any Changes in the Financial Status of the District, including Revenue Projections or Operating Costs:
- (a) Changes to Revenue Projections and Operating Costs are included in the 2022 Budget and the 2022 Budget Amendment, attached hereto as **Exhibit A**.
 - 6. A Summary of Any Litigation Involving the District:

On December 8, 2022, the District filed a Complaint in Adams County District Court (Case No. 2022 CV 31644) (the "**Litigation**") against North Range Metropolitan District No. 1 and the Board of Directors of North Range Metropolitan District No. 1 (collectively, "**NR1**") and North Range Metropolitan District No. 2 and the Board of Directors of North Range Metropolitan District No. 2 (collectively, "**NR2**" and together with NR1, the "**Defendants**"). The Amended Complaint (filed December 12, 2022) summarizes the District's position as follows:

"Through this lawsuit, [the District] seeks a declaration that [NR1] and [NR2] cannot simply refuse to take legally required action to pay their debts incurred to fund tens of millions of dollars of public improvements installed within the boundaries of NR1 and NR2 (the "**Public Improvements**").

NR1 and NR2 are in violation of certain agreements between the parties as well as in violation of the Supplemental Public Securities Act, C.R.S. §11-57-201 et seq. To preserve the Public Improvements and to ensure compliance with the pertinent securities, Reunion asks the Court to declare that the [District and Defendant] agreements [particularly the Mill Levy Equalization and Pledge Agreement dated June 3, 2016, as amended (the "MLEPA") and the Operating Services Agreement, dated June 3, 2016] are valid, issue a preliminary and permanent injunction, issue a writ of mandamus, and to impose the equitable remedy of a receiver."

On January 1, 2023, the Defendants filed their Answer and Counterclaims. The Defendants assert three counterclaims against the District: (1) declaratory relief that the MLEPA invalid, (2) breach of contract related to the MLEPA and (3) civil theft for transfer of funds subject to the MLEPA.

On February 7, 2023, the District Court issued a ruling from the bench granting the preliminary injunction and ordering the appointment of a receiver for NR1 and NR2. As of the date of this Annual Report, The Receiver Group, LLC has been selected by the District to serve as receiver, but the District Court has not yet entered the order appointing the receiver.

On February 21, 2023, the District filed a Motion to Dismiss Defendants' Counterclaims pursuant to C.R.C.P. 12(b)(1) and 12(b)(5). That motion is fully briefed but has not been ruled upon by the District Court.

- 7. Proposed Plans for the Year Immediately Following the Year Summarized in the Annual Report:
- (a) The District continues to operate as it has in previous years, subject to orders of the District Court in the Litigation.
 - 8. Status of Construction of Public Improvements completed during 2022:
 - (a) The District did not enter into any new construction contracts in 2022.
 - 9. Current Assessed Value of the District:
- (a) Current Assessed Value of the District is described in the 2022 Assessed Valuation, attached hereto as **Exhibit B**.

EXHIBIT A

[See Attached]

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	E:	STIMATED 2021	BUDGET 2022
	ш	2020			 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		69,145,389		98,896,816	22,771,553
TRANSFERS IN				1,376,305	2,478,794
TO THE LINE IN				1,070,000	2,470,704
Total funds available		69,397,461		106,566,132	34,318,299
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		63,104,450		96,121,875	23,376,033
TRANSFERS OUT		-		1,376,305	2,478,794
Total augustituses and transfers out					
Total expenditures and transfers out		62 104 450		07 400 100	25 054 027
requiring appropriation		63,104,450		97,498,180	25,854,827
ENDING FUND BALANCES	\$	6,293,011	\$	9,067,952	\$ 8,463,472
		•		·	
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	\$	116,246	\$	6,497,432	\$ 7,784,678

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
		CTUAL 2020			BUDGET 2022	
ASSESSED VALUATION Adams County						
State assessed	\$	60	\$	80	\$	14,940
Agricultural Personal property		20 1,170		20 1,550		20 284,350
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	ESTIMATED	BUDGET
	2020	2021	2022
BEGINNING FUND BALANCES	\$ 421,928	\$ 456,047	\$ 552,350
DEVENUE O			
REVENUES	4 746 074	4 700 475	1 704 450
MLEPA Payment - NR1MD	1,716,074	1,732,475	1,794,450
MLEPA Payment - NR2MD	637,880	826,263	993,713
MLEPA Payment - NR3MD	530 147	10,854 525	210,446
MLEPA Payment - NR4MD			7,393
Alleyway costs reimbursement (NRMD1 sub-district)	3,000	3,000	3,000 37,440
Carriage Homes (NRMD1 sub-district)	57,300	37,440	
Carriage Homes (NRMD2 sub-district)	161,495	165,000	189,540
Sterling duet fees (F36) Interest income	1 FGO	15,000 60	35,000 290
	1,562		
Miscellaneous income	27,009	10,000	10,000
Total revenues	2,604,997	2,800,617	3,281,272
Total funds available	3,026,925	3,256,664	3,833,622
EXPENDITURES (see detail)			
General government			
General & administration	342,937	320,140	332,780
North Range Districts Nos. 1-4	106,883	41,127	125,791
Operations			
District property management	2,121,058	2,343,048	3,145,296
Total expenditures	2,570,878	2,704,315	3,603,867
Total averaged the sections of the sections			
Total expenditures and transfers out requiring	2 570 979	2 704 245	2 602 967
appropriation	2,570,878	2,704,315	3,603,867
ENDING FUND DALANGES	Ф 45004 7	ф <u>гго ого</u>	Φ 000.754
ENDING FUND BALANCES	\$ 456,047	\$ 552,350	\$ 229,754
STERLING DUET RESERVE	\$ -	\$ -	\$ -
CARRIAGE HOME RESERVE	116,246	υ 148,686	207,666
TOTAL RESERVE	\$ 116,246	\$ 148,686	\$ 207,666
IOIALILOLINAL	Ψ 110,240	ψ 1+0,000	Ψ 201,000

REUNION METROPOLITAN DISTRICT GENERAL FUND 2022 BUDGET

WITH 2020 ACTUAL AND 2021 ESTIMATED For the Years Ended and Ending December 31,

1/24/2022

•			1/24/2022		
	ACTUAL	ESTIMATED	BUDGET		
Account	2020	2021	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		

REUNION METROPOLITAN DISTRICT GENERAL FUND 2022 BUDGET

WITH 2020 ACTUAL AND 2021 ESTIMATED For the Years Ended and Ending December 31,

1/24/2022

	ı			1/24/2022
		ACTUAL	ESTIMATED	BUDGET
Accou	nt	2020	2021	2022
	ERGOVERNMENTA	L		
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	2,900 115	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
madianec	Total NRMD No. 3		8,301	21,700
	rota, ritario ritoro		0,001	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 Rang	e Districts Nos. 1-4	\$ 106,883	\$ 41,127	\$ 125,791
i otal North Rang	E DISHICLS 1105. 1-4	Ψ 100,003	ψ +1,12 <i>1</i>	ψ 123,131

REUNION METROPOLITAN DISTRICT GENERAL FUND 2022 BUDGET

WITH 2020 ACTUAL AND 2021 ESTIMATED For the Years Ended and Ending December 31,

For the Years Ended and I		J. J.,	1/24/2022
F			1/24/2022
II.	ACTUAL	ESTIMATED	BUDGET
Account	2020	2021	2022
DISTRICT PROPERTY	V MAINTENANC		
OPERATIONS MANAGEMENT	I MAINTLIVANC	_	
	\$ 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	438,675	462,898	605,846
<u> </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	753,955	749,000	1,067,900
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 _	851,034	881,000	1,053,000
MISCELLANEOUS			
MISCELLANEOUS Snow removal	278	15,000	4,500
	210	3,000	
Snow removal - alley Rodent control	-	8,000	3,000 8,500
Drainage maintenance project	9.649	95,000	0,500
Waste water maintenance	9,0 4 9	95,000 540	- 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 facilitites maintenance	54, 100	73,000	195,000
Underdrain maintenance	-	-	140,000
_	77 204	242,650	
Total miscellaneous _	77,394	242,000	408,550
PLAYGROUND/PARK PAVILION			
Playground supplies	-	7,500	10,000
Total Playground Operations		7,500	10,000

Total District Property Management \$ 2,121,058 \$ 2,343,048 \$ 3,145,296

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	ESTIMATED	BUDGET
	2020	2021	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

REUNION METROPOLITAN DISTRICT SPECIAL REVENUE FUND - RECREATION 2022 BUDGET

WITH 2020 ACTUAL AND 2021 ESTIMATED

	WITH 2020 ACTUAL AND 2021						
	For the Years Ended and Ending	Dece	mber 31,			1	/24/2022
			ACTUAL	EC	STIMATED		BUDGET
	Account	'	2020	E3	2021		2022
			2020	<u> </u>	2021		LULL
	CENTER OPERATIONS	•	000 007	•	000 500	•	050.000
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 Operation	าร \$	519,399	\$	681,060	\$	794,604
							<u></u>
DI 41/0701	NA DV DANULON						
PLAYGROUNI 5180	D/PARK PAVILION Playground supplies	\$	2,859	\$		\$	
3100	Total Playground Operation		2,859		-	\$ \$	
	rotal Flayground Operation	ι <u>ο</u> ψ	2,003	Ψ		Ψ	
RELINION DAD	RK CONCESSION BLDG						
5080	Operating supplies	\$		\$	500	¢	500
5110	Repair services	Ψ	-	Ψ	300	Ψ	1,500
5120	Miscellaneous outside services		-		-		1,000
5150 5150	Electricity		1,385		2,500		2,800
5160	Water and Sewer		5,329				
5240	Natural gas		5,529		5,800 2,700		7,500 5,000
5240 5760	Pest control		675		2,700		800

Total Reunion Park Concession Building \$

675

7,389

800

12,300 \$

800

19,100

5760

Pest control

REUNION METROPOLITAN DISTRICT SPECIAL REVENUE FUND - RECREATION 2022 BUDGET

WITH 2020 ACTUAL AND 2021 ESTIMATED For the Years Ended and Ending December 31,

			OTIL:		TIN 4 - T		/24/2022
	Account	<i> </i>	ACTUAL 2020	ES	TIMATED 2021	E	SUDGET 2022
		<u> </u>	2020		2021		2022
POOL OPERATIONS					12.000		10 50
5000	Wages		-		13,000		13,500
5020	FICA expense		-		995		1,03
5030	Unemployment expenses		=		65		68
5070	Uniforms		-		200		200
5080	Operating supplies		30		5,000		5,00
5110	Repair services		2,797		10,000		10,00
5140	Contract maintenance		8,107		85,200		111,03
5150	Electricity		5,760		12,600		12,60
5160	Water and sewer		2,827		10,500		10,50
5430	Lighting		-		1,000		1,00
5355	Waste water maintenance		-		4,800		4,80
5590	Chemicals		4,921		7,000		7,00
5670	Replacement Program		-		500		27,00
	Total pool operations	\$	24,442	\$	150,860	\$	203,73
POOL OPERATIONS	S - SOUTHLAWN						
5000	Wages	\$	_	\$	13,000	\$	13,50
5020	FICA expense		_		995		1,03
5030	Unemployment expenses		_		65		6
5070	Uniforms		_		200		20
5080	Operating supplies		_		5,000		5,00
5110	Repair services		225		10,000		10,00
5140	Contract maintenance				85,200		90,60
5150	Electricity		2,053		12,600		12,60
5160	Water and sewer		2,936		10,500		10,50
5430	Lighting		2,000		1,000		1,00
5355	Waste water maintenance		_		4,800		4,80
5590	Chemicals		_		7,000		7,00
5730	Equipment purchase		<u>-</u>		3,000		20,00
5750 5750	Internet charges		_		721		1,60
5750 5591			_				1,00
5591	Lifeguard office Total pool operations	•	5,214	\$	15,000 169,081	\$	177,90
	rotal pool operations	Ψ	3,214	Ψ	103,001	Ψ	177,30
RECREATION PRO	GRAMS						
5000	Wages		55,584		60,000		75,50
5010	Payroll expense		10,798		12,000		13,00
5020	FICA expense		4,264		4,590		5,77
5030	Unemployment expenses		36		377		37
5040	Employer match deferred comp		1,080		1,888		1,88
5080	Operating supplies		_		_		2,00
5100	Communication		550		550		55
5300	Miscellaneous expense		_		_		1,00
5560	Adult program - contract		705		3,000		2,00
5730	Equipment purchase		5,737				1,00
6110	Youth program - contract		16,087		25,000		43,00
6120	Youth program - operating supplies		_				,
6130	Youth sports - basketball		5,250		6,000		6,00
6150	Youth sports - CARA volleyball		-,		5,000		5,50
6200	Youth sports - soccer		3,639		8,000		8,00
6210	Youth sports - t-ball		1,841		6,500		6,50
	Total recreation programs	\$	105,571	\$	132,905	\$	172,09
COFFEE HOUSE	O and the adversariant and an area				5.000		0.00
5140	Contract maintenance		-		5,000		2,20
	Electricity		-		9,500		9,00
5150			-		1,100		1,00
	Natural gas						.,
5240	Natural gas						20
5240 5300	Miscellaneous expense		-		1,000		
5240 5300 5110	Miscellaneous expense Repair services		- -				8,00
5240 5300	Miscellaneous expense		- - -				8,00
5240 5300 5110	Miscellaneous expense Repair services		- - -				8,00 15,00
5240 5300 5110 5670 5211	Miscellaneous expense Repair services Replacement program Equipment rental		- - -				20 8,00 15,00 1,00 2,00
5240 5300 5110 5670 5211 5710	Miscellaneous expense Repair services Replacement program Equipment rental Major repair		- - - -				8,00 15,00 1,00 2,00
5240 5300 5110 5670 5211	Miscellaneous expense Repair services Replacement program Equipment rental		- - - - -	\$		\$	8,00 15,00 1,00

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
	<i>-</i>	ACTUAL	ESTIMATED		Е	BUDGET
		2020		2021		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		15,333		40,000		5,000
(Allowance for fees not collected)		-		-		(15,000)
Legal fees reimbursement		9,850		12,500		5,000
Interest income		1,739		100		300
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

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

	-					- 12	12412022
		1	ACTUAL	ES	TIMATED	Е	BUDGET
	Account		2020		2021		2022
HOA OPERATI	ONS						
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

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		ESTIMATED		BUDGET
	2020		2021		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	\$	_

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	2 426 200
MLEPA payment from NR1MD MLEPA payment from NR4MD	2,190,318 388	2,316,058 1,253	2,436,399 19,974
Developer advance	22,255,813	7,737.094	5.804.886
Cost reimb - South Adams County W&S	958,256	7,707,004	0,004,000 -
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	65,491,930	26,904,141	14,366,009
Total funds available	64,335,906	31,576,113	15,228,153
EXPENDITURES			
Intergovernmental - SDFs to NR2	717,500	374,500	147,000
Intergovernmental - Impact fees NR2	175,675	104,527	111,000
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 4E/104th Ave Landscape	119,261	539,000	•
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 112th Ave/Parkside/Tower	9,269,302	700,000	
112th Ave/Parkside/Tower 112th Ave/Potomac/Chambers	-	15,000	
	102 022	25,000	
Chambers Road (106th to 112th) Mobile Street (Village 7)	183,923 500,324	3,997	
Reunion Village 7A	61,136	145,000	
Filing 27 landscape	01,100	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	59,663,934	29,337,664	12,727,700
TRANSFERS OUT		1,376,305	2,478,794
Total expenditures and transfers out requiring			
appropriation	59,663,934	30,713,969	15,206,494
FUND BALANCE - ENDING	\$ 4,671,972	\$ 862,144	\$ 21,659
NRMD 4 MLEPA RESERVE	\$ 432	\$ 1,685	\$ 21,659
ALVAID 4 MICEL VICTORIA	ψ 432	Ψ 1,005	ψ ∠1,058

REUNION METROPOLITAN DISTRICT ENTERPRISE FUND 2022 BUDGET

WITH 2020 ACTUAL AND 2021 ESTIMATED For the Years Ended and Ending December 31,

				1/24/2022
		TUAL	ESTIMATED	BUDGET
	2	2020	2021	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 Total expenditures		-	46,821,022 61,334,007	2 470 956
Total experiolities			01,334,007	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

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:

Singl	e Family	<u>Lot Size</u>	
\$	4,375	Less Than 7,500 Square Feet	
\$	5,625	Between 7,500 and 11,999 Square Fee	t
\$	6,250	Over 12,000 Square Feet	
Mult	i Family	<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.

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.

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.

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.

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

	i dyabic balle i alla becelliber i						
Year	 Principal		Interest		Interest		Total
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		
	\$ 44,425,000	\$	9,018,820	\$	53,443,820		

REUNION METROPOLITAN DISTRICT RESOLUTION TO AMEND 2022 BUDGET

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

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

Recreation Center Fund and:

\$1,541,426

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

WHEREAS, funds are available for such expenditure.

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

Recreation Center Fund

\$1,681,426

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

[Remainder of page intentionally left blank.]

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0938.0015; 1218961

ADOPTED this 16th day of May, 2022.

REUNION METROPOLITAN DISTRICT

Docusigned by: kelly liid 039A68DA27EBE4FB Officer of the District
ATTEST: Docusigned by: Brett Price CA13C05C3EF1467
APPROVED AS TO FORM:
WHITE BEAR ANKELE TANAKA & WALDRON Attorneys at Law Docusigned by: Enisten Bear
General Counsel to the District
STATE OF COLORADO COUNTY OF ADAMS REUNION METROPOLITAN DISTRICT
I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted at a meeting held via teleconference on May 16 2022, as recorded in the official record of the proceedings of the District.
IN WITNESS WHEREOF, I have hereunto subscribed my name this day of2022.
DocuSigned by: Brett Price

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0938.0015; 1218961

REUNION METROPOLITAN DISTRICT RECREATION CENTER FUND 2022 AMENDED BUDGET

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

EXHIBIT B

[See Attached]

<u>\$0</u>

Name of Jurisdiction: 185 - REUNION METRO DISTRICT

IN ADAMS COUNTY ON 12/1/2022

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 2022 IN ADAMS COUNTY, COLORADO

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	<u>\$299,310</u>
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$8,030
3.	LESS TIF DISTRICT INCREMENT, IF ANY:	<u>\$0</u>
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$8,030
5.	NEW CONSTRUCTION: **	\$0
6.	INCREASED PRODUCTION OF PRODUCING MINES: #	<u>\$0</u>
7.	ANNEXATIONS/INCLUSIONS:	<u>\$0</u>
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
	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
	nis value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b),Colo. ew construction is defined as: Taxable real property structures and the personal property connected with the structure.	
	irisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the value	es to be treated as growth in the
	calculation. Iurisdiction 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	
	ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b),C.R.S. E TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2022 IN ADAMS COUNTY, COLORADO ON AUG	
1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$1,220
	ADDITIONS TO TAXABLE REAL PROPERTY:	
2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	<u>\$0</u>
3.	ANNEXATIONS/INCLUSIONS:	<u>\$0</u>
4.	INCREASED MINING PRODUCTION: %	<u>\$0</u>
5.	PREVIOUSLY EXEMPT PROPERTY:	<u>\$0</u>
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	<u>\$0</u>
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	<u>\$0</u>
	(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 omitt DELETIONS FROM TAXABLE REAL PROPERTY:	ed property.)
8.	DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	<u>\$0</u>
9.	DISCONNECTIONS/EXCLUSION:	<u>\$0</u>
10.	PREVIOUSLY TAXABLE PROPERTY:	<u>\$0</u>
@ 7	This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real prop	erty.
l Co	onstruction is defined as newly constructed taxable real property structures.	
% l	ncludes production from new mines and increases in production of existing producing mines.	
<u></u>	ACCORDANGE WITH ONE 400(4) O.D.O. AND NO.LATED THAN ALIGHET OF THE ACCESSOR CERTIFIES	٦

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2022

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.

TO SCHOOL DISTRICTS: 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:-------------

Data Date: 11/29/2022



Reunion Metropolitan District 17910 East Parkside Drive North Commerce City, Colorado 80022 303-288-5431 Telephone 303-288-7597 Fax

Parks and Irrigation Manager Report November 14, 2023

Landscape:

• Filing 37 phase 1 and 2 as well as Reunion Ridge Carriage phase 1 and Filing 36 phase have completed the one-year warranty. Reunion Ridge Common, Reunion Ridge Carriage phase 2, filing 27 phase 1, and Filing 36 phase 2 have started the 1-year warranty period.

The RMD in August 2023 sent out an RFP (Request for Proposal) for the maintenance of the district's landscaping. Originally, we had 3 companies that were going to submit proposals, they were EDI Landscaping, Arrowhead Landscaping, and Designscapes Landscaping. Designscapes never submitted a proposal and Arrowhead dropped out due to EDI and Arrowhead becoming the same Company. This left EDI as the only company to submit a proposal.

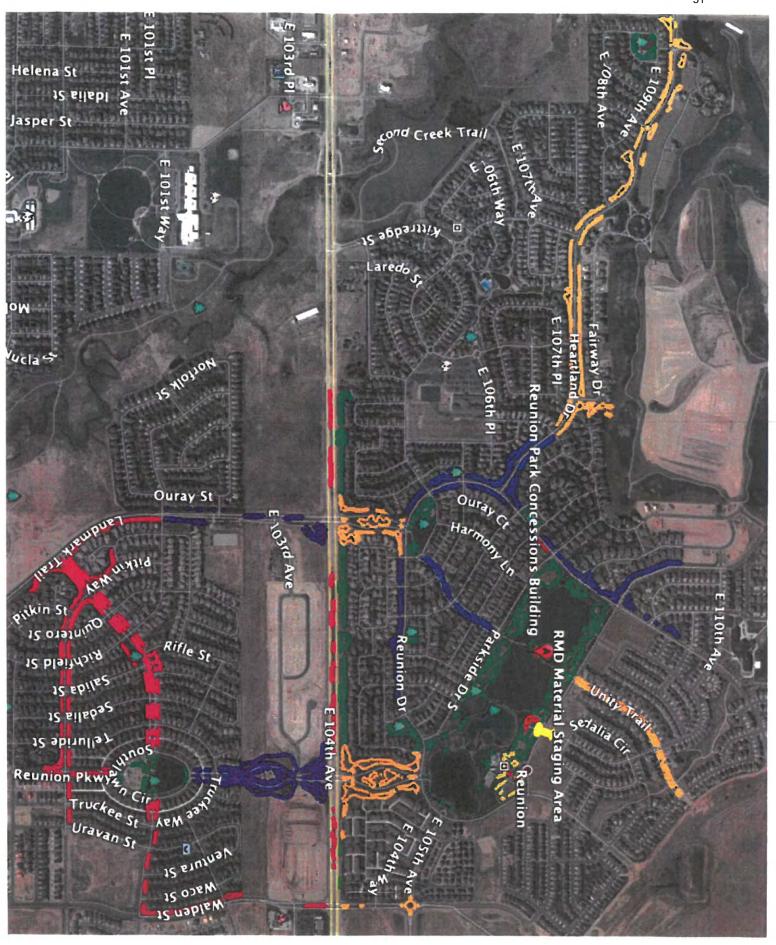
- All projects are completed for 2023.
 - 1. Phase 3 of the 4-year mulch project. See Attached map of areas. We did the blue area this season. In 2024 we will do mulch in the pink areas.
 - 2. The Multi-purpose field and South lawn Park were aerated and top dressed with organic material, as well as over-seeded.
- Fall application of fertilizer is complete.
- Tree pruning is ongoing.
- We will start hanging holiday lights throughout the community in the next couple of weeks.

Irrigation:

- Winter watering of trees began the last week of November.
- We are currently winterizing the irrigation system, which should be completed in the next week.

Boards Request for Approvals

- 2024 Anderson Tree replacement proposal, this allows the contractor to secure a better price per tree price and species selection.
- UTV proposal for purchase. This will allow the dealer to order the UTV and secure the cost and eliminate the possibility of cost increases in 2024.





4700 Holly Street Denver, CO 80216 Mobile: 720-641-3864 Office: 303-394-6673



Reunion Metro District

Attn: Mr. Raul Martinez

QUOTE DATE 4-14-23

		QUOTE DATE 4-14-23			
Qty	Model Number	Description	Current MSRP	Cı	Irrent MAPO
1	08102	Workman UTX Diesel	\$22,999.00		\$21,389.07
1	08110	Canopy, Polyethylene	\$499.00		\$464.07
1	08114	Front Full Doors, Polycarbonate	\$3,199.00		\$2,975.07
1	08113	Windshield, Hard Coat Polycarbonate	\$649.00		\$603.57
1	08116	Rear Window, Polycarbonate	\$499.00		\$464.07
1	08123	Heat and A/C (Diesel)	\$2,599.00		\$2,417.07
1	08134	Electric Bed Lift	\$799.00		\$743.07
1	08136	Supervisor Key	\$39.00		\$36.27
1	STB12470	Straight Blade Plow, 6 Foot Width	\$1,102.40		\$1,102.40
1	LTA14715	Plow Wire Harness	\$592.00		\$592.00
1	STB09602	SmartTouch 2 Handheld Control	\$338.00		\$338.00
1	STB12070	Plow Box	\$2,579.00		\$2,579.00
		Service Fee		\$	2,185.31
			Course of Total	•	25 000 07
			Current Total	\$	35,888.97
		Budgetary allowace for increase *see note below*		\$	3,588.90
			BUDGET TOTAL	\$	39,477.87

Due to the overwhelming demand and lead times on delivery for equipment, L.L. Johnson is currently adding a 10% budgetary quote line item for each unit quoted. This budgetary line is for potential increases in 2023/2024. This is a NOT TO EXCEED quote which means **All BUDGET TOTALS on this quote are price protected through September 1st 2024.** If the **MAPO PURCHASING CONTRACT** price at the time of delivery is less than the PROTECTED TOTAL the **lower, contracted** price will be invoiced at time of delivery.

- * All Toro equipment comes with a two year or 1,500 hour warranty
- * We have added a 10% "not to exceed" price adjustment which will be adjusted to the current published price at the time of delivery.
- * Please note that due to unexpected issues in our supply chain, we are experiencing so extreme delays in certain product categories.
- * If paying with a credit card, please add a 2% processing fee.

Please feel free to call me with any questions.

Sincerely,

Brandon Bollerud

Northern Territory Manager



Reunion Metropolitan District 2024 Spring Tree Planting Proposal 11/6/23

It has been great working with and for you and the Reunion Metrodistrict on your tree planting needs over the past four seasons and we look forward to continuing the tree planting again in 2024. As we have discussed, if/when this proposal is approved, we will meet to determine the tree planting priorities, locations, and species selections and then finalize your 2024 tree planting order.

Since we are still finalizing the sizes, quantities, and species selections of trees to plant with you, we are now proposing the planting of 112 replacement trees as: 2" caliper trees plus the 6 foot Evergreens: Austrian Pines, Pinon Pines, etc.

Initial Tree Varieties/Selections: Catalpa, Kentucky Coffeetree, Hackberry, Honey Locust, Elms, Oaks: Burr, Red, Swamp White, or Chinkapin, Pear, Crabapple, Hawthorn, Redbud, and Amur Maple. We are striving to provide an attractive and diversified and mixed tree planting for Reunion and to not have or just rely on a limited number of tree varieties. We are also balancing the diversification of trees with what exists and also is proven to work and grow well at Reunion. Please let us know your thoughts and opinions: likes or dislikes, any of specific trees.

Install 125 Deciduous Trees - 2" caliper (or Pines - 6 foot). Total: \$72,500 (\$580/tree)

* This pricing is based on the trees being planted as a single group and single mobilization and is based on the planting of a mix of trees. Planting pricing includes: the selection and locations for the trees working in conjunction with Raul at Reunion, planting, staking, initial watering, and mulching and a 1 year warranty. Warranty on the trees assumes proper care including watering and winter watering and that the loss is not due to Acts of God, extreme weather, or third party damage. As discussed and per approval from Raul, we may elect to plant some alternative trees or shrubs within this scope of work: 1-1/4" Plains Cottonwood trees or larger scale (ie 12-15+ foot at maturity), #5 shrubs in a few areas instead of trees. If these are used, the Cottonwood trees will equate to 2 trees per 1 standard 2" or 6 foot tree and larger shrubs are used in places, they will equate or substitute on a 6 shrubs per 1 tree basis. No stump or tree removal including rootballs is included in the planting price except for trees that are 2" caliper or smaller. If larger tree removals or stump grinding is required, it can be provided as an extra charge on a time and materials, if it is necessary. Stump or dead tree removal can be provided for an additional charge, \$75-250 each depending on size and type of tree. We will let you know if any of these removals or grindings are necessary when the exact tree locations are finalized. No irrigation work is included, but it can be provided if needed/requested.

Post-Installation tree care: watering, stake/guy adjustment-if needed, and tree wrap is critical for the success and establishment of the new trees and these additional services are not included. The new trees will need weekly waterings for the first month, then twice monthly waterings through September and then monthly waterings October-March, based on weather conditions. For the 2023 Tree Warranty Follow up and Replacements: Anderson Greenscapes will get a count of the trees from last years that did not establish and replace those when we are performing the new tree planting assuming there are no conditions found that would void the warranty especially lack of water. Anderson will provide a count of the trees what are being replaced under the warranty and notify Reunion prior to replanting.

Prices for trees, transportation, and labor have increased significantly, but we have still managed to secure competitive pricing from our growers for this years' planting and we can hold these prices with an order and approval received by 1/31/24.

We look forward to again working with you and the Reunion Metropolitan District in helping you with your tree planting needs again in 2024 and beyond. Please contact me if you have questions or to further discuss this proposal or tree selections and/or to approve this work.

Sincerely,

Bob Howey
ISA Certified Arborist / ASCA Consulting Arborist
Anderson Greenscapes
303-726-1952
bob@andersongreenscapes.com

Approval

Reunion Metrodistrict: Spring 2024 Tree Planting Proposal 11/6/23

Install 125 Deciduous Trees - 2" caliper (or Evergreens - 6 foot). Total: \$72,500 (\$580/tree)

Approved by:			
Reunion Metropolitan I	District		
Approved by:		/	sign/print name
Title:	Date:	Total \$:	
Approval Notes:			



Operations and Facilities Manager Board Report Board Meeting: Tuesday, November 14, 2023

Select District and Facility Information

Gym Floor Update

As many of you may be aware we have had some weather-related damage to the gym floors and have been working diligently to get them replaced as quickly as possible. This process has been lengthy mostly due to the amount of damage that occurred. Once we were able to remove the damaged floors, we were able to see the full extent of the damage. We found that some of the foundation under the floor has washed away over the years and this requires us to repair the foundation, level the concrete and then we can lay the new flooring. Throughout this process we have had to coordinate with the District's engineer, a third-party engineer, contractors and insurance for various kinds of feedback and approvals, all of which took more time than anyone wished.

I am happy to announce that we are now able to fully move forward with the repairs. We do not yet have a definitive timeline but hope to have one in the coming week or so. We look forward to completing this project and having the courts open and available to the residents once again.

Recreation Center

The Recreation Center will be closed for Thanksgiving and Black Friday. We will be back open for regular operating hours on Saturday November 25th.

Recreation Center Check-in Numbers 2023

August 1-October 31, 2023

Dates	Total Visits
August 1-31, 2023	4,954
September 1-30, 2023	3,291
October 1-31, 2023	3,263
	11,508*

2022

August 1-October 31, 2022

Dates	Total Visits
August 1-31, 2022	6,307
September 1-30, 2022	4,100
October 1-31, 2022	3,639
	14,046*

^{*-2,538} visits in 2023 compared to 2022

Calendar of Events for 2023

Community Charity Event – Saturday November 11 at 12pm – The greatness of a community is most accurately measured by the compassionate actions of its community. Join us at the Rec Center to assemble and pout together care bags for the homeless.

Wine Tasting Club – Who is ready to get their sip on? Bring your favorite bottle of wine or champagne and an appetizer to share and let's talk about it! Now this Wine not Tea y'all.

Tik Tok Group – Calling all kids and teenagers, bring your Tik Tok A game to the Rec Center where we can put together some amazing ideas and videos that represent the community of Reunion.

Holiday Happening – Sunday December 3rd from 9am to 11am – Get whisked away by the holiday spirit and join us for our annual visit with Santa at our Holiday Happening event. Bring the kids for activities and crafts, horse-drawn carriage rides, and more. This is what we love most about winter.

Program Numbers

May 1-July 31, 2023

<u>Programs</u>	<u>Participants</u>	Revenue Collected
Preschool (3/4yr olds)	6	\$4,621.00
Fall Soccer	212	\$11,495.00
Taekwondo	3	\$240.00
Kids Night Out	32	\$1,140.00
Totals	253	\$17,496.00

REUNION METROPOLITAN DISTRICT



MANAGER'S UPDATE – November 6, 2023

Please find the attached reports valid 08/04/23 through 11/06/23.

Total number of Violations: 237

Total III	umber of violations: 25/
4	Basketball Goal / Backboard
6	Architectural Changes Not Approved / Unauthorized change
39	Dead Tree / Dead Plants Violations
31	Parking - Recreational Vehicles (Boats, campers, trailer, RV's)
1	Solid Pet Waste Not Removed
7	Miscellaneous Items Stored in View
26	Improperly Parked Vehicle / Inoperable Vehicle / Blocking Fire Lane
5	Animal – Excessive Barking / Pet Roaming
14	Late Landscaping
9	Trash
21	Dry Lawn / Landscape Maintenance
32	Excessive Weeds
25	Missing Trees
5	Unauthorized Lease
3	Home Needs to Be Painted
6	Repairs Needed - Address #'s / Fence / Garage Door
3	Holiday Decorations

Tribunal:

The Tribunal did not have a meeting.

Architectural Review:

There have been 94 submissions received for DRC review between August 4, 2023 and November 6, 2023. 83 of the requests were approved, 7 were denied and 4 are currently being reviewed by the Committee. Requests included landscaping, patio installations, backyard sidewalks, painting, sheds, solar installation, and fencing. Most denials were due to lack of information provided by the homeowner.

Miscellaneous Updates

<u>Dead Tree Violations</u> – Of the 39 violations issued for dead trees, 36 of them were for trees located in the tree lawns. Many homeowners stated that they have replaced these trees multiple times over the years. I believe the biggest factor of trees failing in tree lawns is the tendency of homeowners to purchase small trees. The Guidelines state that the tree must be at least 2 inches in diameter at the trunk. Homeowners often plant trees smaller than that. Younger trees are not as sturdy and cannot withstand the stress of being replanted. I will continue to remind the homeowners of the size requirement.

Late Landscaping – The Association's documents state that homeowners of new-build homes are to complete the back yard landscaping within 90 days, weather permitting. We know some homeowners do not complete the landscaping in this timeframe. We also know some homeowners complete the landscaping but do not meet the minimum planting requirements as defined in the Design Guidelines. Many homeowners stated that they were unaware of the specified timeframe or the minimum planting requirements. I met with sales representatives from Oakwood, Lennar and Tri-Pointe homes and all have assured me they cover these specifics in depth during contract review with the new homeowners. MSI will continue to monitor new-home sales and the required landscape completion for each property.

<u>Missing Tree Violations</u> – Nearly every home in Reunion was constructed with one tree in the tree lawn and one tree in the front yard. Over the years many of these trees have disappeared, in some cases leaving an almost barren landscape compared to the original construction and the vision of the developers. We have been issuing "Missing Tree" violation letters to homeowners and have been flexible with deadlines to replace the trees.

Thank you, Curtis Hain

Reunion Metropolitan District Interim Claims July 28, 2023 - November 5, 2023

Process Date	Vendor	Invoice Number	Amount
7/31/2023	Ace Hardware at Reunion	1008JUNE23	\$ 436.17
7/31/2023	All Copy Products Inc.	Multiple	1,251.70
7/31/2023	Anderson Greenscapes	Multiple	68,375.00
7/31/2023	Arapahoe Pumping Systems Inc.	1893	2,035.61
7/31/2023	AUCA Western First Aid & Safety Lockbox	DEN1-001965	346.46
7/31/2023	BackflowTech	151630	100.00
7/31/2023	Bill Nance Plumbing & Heating Inc	640868	250.80
7/31/2023	Brightview Landscape Development	F37 PayApp24	6,541.66
7/31/2023	BSN Sports, LLC	Multiple	1,845.00
7/31/2023	Callan Pest Management Services, Inc	Multiple	375.00
7/31/2023	Callan Pest Management Services, Inc	Multiple	510.00
7/31/2023	City of Commerce City	FD05-2023-00000039	1,327.20
7/31/2023	Clear Water Property & Resource Management	Pay App 2	21,230.00
7/31/2023	CliftonLarsonAllen, LLP	3799104	15,273.56
7/31/2023	Cockrel Ela Glesne Greher & Ruhland, P.C.	8095.005 JUNE23	38,704.00
7/31/2023	Comcast Business	8497 10 168 1289749	255.07
7/31/2023	DirecTV	032785917X230621	360.23
7/31/2023	Environmental Designs, Inc.	Multiple	42,566.66
7/31/2023	General Air	Multiple	234.68
7/31/2023	Hillyard / Denver	Multiple	2,611.27
7/31/2023	J R Engineering	Multiple	2,819.20
7/31/2023	L.L. Johnson Distributing Company	1151089-00	442.06
7/31/2023	L.L. Johnson Distributing Company	1151697-00	576.05
7/31/2023	L.L. Johnson Distributing Company	1902159-01	945.08
7/31/2023	L.L. Johnson Distributing Company	1901128-00	1,890.49
7/31/2023	MSI, LLC	Multiple	18,636.79
7/31/2023	North/Western Electrical Corporation	Multiple	10,895.94
7/31/2023	Original Watermen, Inc.	S82541	147.06
7/31/2023	Pool Doctor	Multiple	13,486.71
7/31/2023	Precision Building Systems	302215	7,964.50
7/31/2023	Renewable Earth Materials	Multiple	3,535.00
7/31/2023	Renner Sports Surfaces	Pay App #7	72,772.00
7/31/2023	Saquimux Services LLC	566	1,575.00
7/31/2023	Schex Tech LLC	3386ls	862.50
7/31/2023	Security Central, Inc.	924493	365.31
7/31/2023	Seter & Vander Wall, P.C.	85899	218.50
7/31/2023	South Adams County Water & Sanitation District	Multiple	27,769.70
7/31/2023	Stewart Oxygen Service, Inc.	7123	75.00
7/31/2023	Sunstate Equipment Co.	11724107-002	146.08
7/31/2023	Sustainable Landscapes Colorado	Multiple	7,189.99
7/31/2023	The Creative Advertising Group	100174687	989.27
7/31/2023	Underwater Recovery Specialists	Multiple	2,485.00
7/31/2023	Utility Notification Center of Colorado	223061238	109.65
7/31/2023	Verizon	9938004967	91.46
7/31/2023	YMCA of Metropolitan Denver	052023-RRC	106,703.83
8/1/2023	Century Link	303-288-4722-193B	163.68
8/1/2023	Century Link	303-288-4633 962B	506.57
8/2/2023	CEBT	INV 0059026	8,947.94
8/7/2023	FIRSTBANK	June Exp Paid in July	734.40
8/17/2023	Century Link	333150003	136.19

8/17/2023	Colorado Designscapes	Multiple	21,457.02
8/17/2023	J R Engineering	Multiple	27,080.82
8/23/2023	United Power, Inc.	12593800JULY23	105.52
8/23/2023	United Power, Inc.	20727800JULY23	558.80
8/23/2023	United Power, Inc.	7901501JULY23	790.88
8/23/2023	United Power, Inc.	8516300JULY23	1,162.46
8/23/2023	United Power, Inc.	8516100JULY23	2,370.02
8/24/2023	United Power, Inc.	Jul-23	4,212.90
8/28/2023	All Copy Products Inc.	34438024	300.74
8/28/2023	Brightview Landscape Development	F37 PayApp25	6,541.66
8/28/2023	CliftonLarsonAllen, LLP	3804759	14,224.01
8/28/2023	Colorado Community Media	91866	41.40
8/28/2023	Colorado Designscapes	Multiple	101,355.55
8/28/2023	General Air	6233050-1	74.23
8/28/2023	Greg Doyle	PettyCash Reimb. 6-27-23	224.43
8/28/2023	Mechanical Solutions, Inc	Multiple	1,631.00
8/28/2023	Otten Johnson Robinson Neff + Ragonetti, P.C.	484213	13,764.45
8/28/2023	Pool Doctor	Multiple	4,242.94
8/28/2023	Republic Services #535	0535-005692305	2,375.15
8/28/2023	South Adams County Water & Sanitation District	Multiple	67,979.54
8/28/2023	YMCA of Metropolitan Denver	062023-RRC	105,913.35
8/28/2023	Zultys, Inc.	Multiple	391.34
9/1/2023		303-288-4722 193B SEP23	163.68
	Century Link		
9/1/2023	Century Link	303-288-4633-962B	506.57
9/1/2023 9/5/2023	South Adams County Water & Sanitation District FIRSTBANK	Multiple	2,805.26 3,310.01
		July Exp paid in Aug	
9/8/2023	South Adams County Water & Sanitation District CEBT	Multiple	106,006.78
9/11/2023		INV 0059431	8,947.94
9/14/2023	All City Flooring Inc	1008JULY23	70.77
9/14/2023	All City Flooring, Inc	Multiple	44,199.00
9/14/2023	Animal & Pest Control Specialists	93622 1898	675.00
9/14/2023	Arapahoe Pumping Systems Inc.		30,875.00
9/14/2023	BackflowTech	151267	2,714.33
9/14/2023	BLING Productions	REU2306-1223	2,690.48
9/14/2023	Brightview Landscape Development	F37 PayApp26	6,541.66
9/14/2023	Clear Water Property & Resource Management	Pay App 3	52,105.00
9/14/2023	CliftonLarsonAllen, LLP	3831302	17,757.41
9/14/2023	Cockrel Ela Glesne Greher & Ruhland, P.C.	8095.005 JULY23	51,480.50
9/14/2023	Colorado Department of Public Health	WC641140804	540.00
9/14/2023	Colorado Designscapes	Southlawn Pay App 3	33,359.06
9/14/2023	Comcast Business	8497 10 168 1289749	255.49
9/14/2023	Custom Flag Company	Multiple	862.01
9/14/2023	Employers Council Services, Inc.	476453	40.00
9/14/2023	Environmental Designs, Inc.	Multiple	42,031.48
9/14/2023	Extreme Care LLC	33233	181.82
9/14/2023	General Air	6240890-1	88.69
9/14/2023	H2O Fire Protection, Inc.	12460974	210.00
9/14/2023	Home Depot Credit Services	0332 - 7/13/23	549.16
9/14/2023	J R Engineering	Multiple	20,649.64
9/14/2023	Kline Alvarado Veio, P.C.	8/17/2023	2,919.00
9/14/2023	L.L. Johnson Distributing Company	1152048-00	51.90
9/14/2023	L.L. Johnson Distributing Company	1152765-00	112.01
9/14/2023	L.L. Johnson Distributing Company	1152346-00	161.00
9/14/2023	L.L. Johnson Distributing Company	1150906-00	176.21
9/14/2023	L.L. Johnson Distributing Company	1152449-00	518.46
9/14/2023	Les Schwab	15500282785	1,171.99

0/14/2022	Machanical Solutions Inc	J-25082	990.00
9/14/2023	Mechanical Solutions, Inc	Multiple	
9/14/2023	MSI, LLC		32,630.70
9/14/2023	North/Western Electrical Corporation	Multiple	2,311.30
9/14/2023	Otten Johnson Robinson Neff + Ragonetti, P.C.	485549	7,463.50
9/14/2023	Playground Safety Solutions, LLC Pool Doctor	Multiple	4,236.25
9/14/2023		Multiple	3,274.73
9/14/2023	QP Services	Underdrain Phase 1 PayApp2	24,013.57
9/14/2023	Renewable Earth Materials	1453	1,500.00
9/14/2023	Rocky Mountain Lutheran	Refund	1,000.00
9/14/2023	Saquimux Services LLC	572	1,575.00
9/14/2023	Schex Tech LLC	3433ls	675.00
9/14/2023	Seter & Vander Wall, P.C.	85303	1,269.75
9/14/2023	Spencer Fane LLP	Multiple	5,018.06
9/14/2023	Sunbelt Rentals, Inc.	138527839-0001	1,522.26
9/14/2023	Underwater Recovery Specialists	Multiple	1,885.00
9/14/2023	United Rentals	218575794-001	343.91
9/14/2023	Utility Notification Center of Colorado	223071213	61.92
9/14/2023	Verizon	9940381393	91.47
9/14/2023	YMCA of Metropolitan Denver	072023-RRC	106,134.87
9/14/2023	Zultys, Inc.	376814	197.50
9/19/2023	Century Link	333150003AUG23	135.19
9/19/2023	Xcel Energy	53-8293915-3	52.15
9/19/2023	Xcel Energy	53-8293915-3AUG23	52.88
9/19/2023	Xcel Energy	53-3623334-6AUG23	555.97
9/19/2023	Xcel Energy	53-0012625586-6	567.75
9/19/2023	Xcel Energy	53-0012625586-6AUG23	697.88
9/19/2023	Xcel Energy	53-3623334-6	1,463.76
9/27/2023	United Power, Inc.	12593800AUG23	101.44
9/27/2023	United Power, Inc.	20727800AUG23	405.40
9/27/2023	United Power, Inc.	7901501AUG23	820.66
9/27/2023	United Power, Inc.	8516300AUG23	947.58
9/27/2023	United Power, Inc.	8516100AUG23	2,291.09
9/27/2023	United Power, Inc.	Aug-23	4,032.10
10/1/2023	Century Link	303-288-4633 962B SEP23	506.57
10/4/2023	Colorado Designscapes	Multiple	45,358.74
10/4/2023	Consolidated Divisions Inc	Pay App #2	17,130.63
10/4/2023	Hudick Excavating Inc	F38 Pay App 10	12,307.50
10/4/2023	J R Engineering	82734	5,420.40
10/4/2023	J R Engineering	Multiple	9,510.00
10/16/2023	FIRSTBANK	Aug Exp Paid in Sep	821.83
10/16/2023	FIRSTBANK	Sep Exp Paid in Oct	3,730.41
10/17/2023	Xcel Energy	53-0012625586-6SEP23	14.60
10/17/2023	Xcel Energy	53-8293915-3SEP23	52.10
10/17/2023	Xcel Energy	53-3623334-6SEP23	1,006.41
10/18/2023	Serendipity Preschool	2309001	2,254.70
10/18/2023	South Adams County Water & Sanitation District	Multiple	151,026.04
10/19/2023	Ace Hardware at Reunion	1008AUG23	11.99
10/19/2023	All Copy Products Inc.	34847024	300.74
10/19/2023	Animal & Pest Control Specialists	94132	775.00
10/19/2023	Bill Nance Plumbing & Heating Inc	Multiple	295.00
10/19/2023	Callan Pest Management Services, Inc	Multiple	450.00
10/19/2023	Clear Water Property & Resource Management	Pay App 4	71,108.00
10/19/2023	CliftonLarsonAllen, LLP	3870948	
10/19/2023	CliftonLarsonAllen, LLP	3901321	19,216.64
			21,242.13
10/19/2023	CliftonLarsonAllen, LLP	3868094 2005 005 AUG 22	22,325.12
10/19/2023	Cockrel Ela Glesne Greher & Ruhland, P.C.	8095.005 AUG23	82,972.98

10/19/2023	Colorado Community Media	95461	40.52
10/19/2023	Colorado Designscapes	Southlawn Pay App 4	21,592.55
10/19/2023	Colorado Special Districts Property and Liability Pool	Multiple	10,115.00
10/19/2023	Comcast Business	8497 10 168 1289749 SEP23	255.49
10/19/2023	Custom Flag Company	Multiple	670.00
10/19/2023	DirecTV	Multiple	425.97
10/19/2023	Employers Council Services, Inc.	479375	120.00
10/19/2023	Environmental Designs, Inc.	Multiple	43,876.48
10/19/2023	General Air	95702980-1	127.39
10/19/2023	H2O Fire Protection, Inc.	12461107	57.00
10/19/2023	Haynie & Company	Multiple	10,300.00
10/19/2023	Home Depot Credit Services	0332 - 8/13/23	203.66
10/19/2023	J R Engineering	82887	3,298.00
10/19/2023	J R Engineering	82883	6,002.85
10/19/2023	L.L. Johnson Distributing Company	1912468-00	71.61
10/19/2023	L.L. Johnson Distributing Company	1153324-00	227.52
10/19/2023	L.L. Johnson Distributing Company	1153198-00	331.59
10/19/2023	L.L. Johnson Distributing Company	1907767-00	493.75
10/19/2023	Mechanical Solutions, Inc	Multiple	1,547.50
10/19/2023	MSI, LLC	Multiple	22,537.70
10/19/2023	North/Western Electrical Corporation	10987	12,359.13
10/19/2023	Otten Johnson Robinson Neff + Ragonetti, P.C.	486231	16,201.50
10/19/2023	Pool Doctor	Multiple	10,394.46
10/19/2023	Renewable Earth Materials	Multiple	3,050.00
10/19/2023	Republic Services #535	0535-005754107	774.69
10/19/2023	Republic Services #535	0535-005723016	784.88
10/19/2023	Saquimux Services LLC	574	1,575.00
10/19/2023	Schex Tech LLC	3490ls	450.00
10/19/2023	Underwater Recovery Specialists	2524	1,090.00
10/19/2023	Utility Notification Center of Colorado	223081221	58.05
10/19/2023	Verizon	9942773475	91.47
10/19/2023	White Bear Ankele Tanaka & Waldron	29942	452.83
10/19/2023	Zultys, Inc.	382465	194.55
10/20/2023	Associated Landscape Contractors of Colorado	4776	1,050.00
10/23/2023	Ace Hardware at Reunion	Multiple	176.27
10/23/2023	All Copy Products Inc.	35055708	601.48
10/23/2023	Animal & Pest Control Specialists	94526	655.00
10/23/2023	Callan Pest Management Services, Inc	Multiple	900.00
10/23/2023	Clear Water Property & Resource Management	Pay App 5	40,070.00
10/23/2023	CliftonLarsonAllen, LLP	3907762	17,854.99
10/23/2023	Cockrel Ela Glesne Greher & Ruhland, P.C.	8095.005 SEP23	45,374.07
10/23/2023	Comcast Business	8497 10 168 1289749 OCT23	255.49
10/23/2023	Environmental Designs, Inc.	Multiple	65,242.34
10/23/2023	Haynie & Company	C72135	6,000.00
10/23/2023	Hillyard / Denver	605275544	779.94
10/23/2023	Home Depot Credit Services	0332 - 9/13/23	263.09
10/23/2023	J R Engineering	Multiple	12,670.36
10/23/2023	L.L. Johnson Distributing Company	1913586-00	370.24
10/23/2023	L.L. Johnson Distributing Company	1913629-00	733.20
10/23/2023	Mechanical Solutions, Inc	J-25984	51,481.00
10/23/2023	Otten Johnson Robinson Neff + Ragonetti, P.C.	487427	12,325.50
10/23/2023	Renewable Earth Materials	Multiple	30,050.00
10/23/2023	Renner Sports Surfaces	Pay App #8	21,357.20
10/23/2023	Saquimux Services LLC	578	1,935.00
10/23/2023	Security Central, Inc.	933584	365.31
10/23/2023	Serendipity Preschool	23100	392.70
	· <i>'</i>		-

10/23/2023	Underwater Recovery Specialists	2576	1,510.00
10/23/2023	United Rentals	224926684-001	3,837.60
10/23/2023	Utility Notification Center of Colorado	223091232	69.66
10/23/2023	Verizon	9945180997	91.55
10/23/2023	White Bear Ankele Tanaka & Waldron	30563	135.01
10/23/2023	Zultys, Inc.	388189	192.66
		Total	\$ 2,472,003.51

CliftonLarsonAllen LLP https://www.claconnect.com



Special Districts Master Services Agreement

Reunion Metro District

8390 E. Crescent Pkwy., Ste.300, Greenwood Village, CO, 80111

MSA Date: October 15, 2023

This master service agreement ("MSA") documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Reunion Metro District ("you," "your," "board of directors" or "the district"). The terms of this MSA will apply to the initial and each subsequent statement of work ("SOW"), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

Scope of professional services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA's performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

Board of director responsibilities

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

Responsibilities and limitations related to nonattest services

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate

the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services. CLA and the district agree that the foregoing sentence is not intended and shall not be construed to be a limitation of liability for the benefit of CLA nor an exculpatory clause for the benefit of CLA. CLA is and will remain liable to the district for CLA's negligence and gross negligence in the work that it performs under this MSA or under any SOW.

Fees and terms

See the applicable SOW for the fees for the services.

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 engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

Other Fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

Limitation of remedies

Each party agrees that in no event shall the other party be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

CLA shall be authorized to the following cash access services:

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
 - Paper checks we will prepare the checks for your approval and wet ink signature
 - Payments using Bill.com we will only release payments after you have electronically approved and authorized such payments
 - ACH/Wire we will use this method as needed/as requested, with your approval

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above
- Take deposits to the bank that include cash
- If applicable, have access to cash-in-kind assets, such as coupons
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function

Board of Directors' responsibilities relevant to CLA's access to your cash

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments
- Approve all new vendors and customers added to the accounting system
- Approve non-recurring wires to external parties
- Pre-approve for recurring wires, then board of directors will ratify approval
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid

- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations

Other provisions

Except as expressly permitted by the "Consent" section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, 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.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Insurance:

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- **A.** Workers' Compensation Insurance
- B. Commercial General Liability Insurance
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability
- E. Network Security (Cyber) Liability Insurance
- F. Excess/Umbrella Liability Coverage

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in

this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

Annual Appropriation and Budget

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

Governmental Immunity

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

No Third-Party Beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

Personal Identifying Information

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

CLA agrees to report within twenty-four (24) hours to the district's board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA "Data Security Incident" is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of Reunion Metro District information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

Technology

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Colorado law requires special districts to maintain websites and further requires that certain documents which may be prepared by CLA to be uploaded to those websites. CLA specifically acknowledges and agrees that the district may upload to its website any documents prepared by CLA for the district and further, that those documents may be used in public meetings hosted by or to which the district is a party.

Counterpart Execution

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Electronic Signatures

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

MSA Modification

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

Termination of MSA

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP

Shelby Clymer
Principal
303-265-7812
shelby.clymer@CLAconnect.com

Response

This MSA correctly sets forth the understanding of Reunion Metro District and is accepted by:

CLA CliftonLarsonAllen LLP

Shelby Clymer

Shelby Clymer, Principal

SIGNED 11/6/2023, 3:32:00 PM CST

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Reunion Metro District

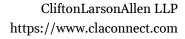
SIGN:

Brett Price, President

DATE:

Multiple Entities

CLA Client ID	Entity Name
A509047	North Range Metro District No. 4





Special Districts Preparation Statement of Work

Date: October 31, 2023

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 Metro District ("you," "your," "board of directors" or "the district") dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

Scope of professional services

Shelby Clymer 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 quarterly 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 monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors and in accordance with state law
- At the direction of the board of directors, assist with the coordination and execution of banking and investment transactions and documentation
- 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
- 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 on 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 quarterly 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 quarterly 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 quarterly 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 quarterly 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 quarterly 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 SSARSs:

- **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 and terms

Billing rates guaranteed through December 31, 2024:

Services performed by	Rate per hour
Principal	\$300-\$600
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$290
Senior	\$150-\$220
Staff	\$130-\$190
Administrative Support	\$120-\$170

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

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.

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.

Authority to Execute

The entity executing this SOW represents that it is duly authorized to do so and on behalf of itself and the entities listed on the Multiple Entities List.

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 to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Shelby Clymer Principal 303-265-7812 shelby.clymer@CLAconnect.com

Response

This SOW correctly sets forth the understanding of Reunion Metro District and is accepted by:

CLA CliftonLarsonAllen LLP

Shelby Clymer

Shelby Clymer, Principal

SIGNED 11/6/2023, 3:32:30 PM CST

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Reunion Metro District

SIGN:

Brett Price, President

DATE:

Multiple Entities

CliftonLarsonAllen LLP https://www.claconnect.com



Special Districts Payroll Services Statement of Work

Date: October 31, 2023

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 Metro District ("you," "your," "board of directors" or "the district") dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

Scope of payroll services

We will provide the following payroll preparation services each pay period based on information you provide:

- Perform payroll calculations within ADP
- Facilitate ADP's preparation of payroll checks and/or pay stubs
- Use ADP to initiate the electronic transfer of funds for employee net pay and payroll tax deposit

We will assist with the preparation of the following government forms, when applicable, for each calendar quarter-end and year-end with the understanding that ADP directly handles filing the payroll tax returns and payments:

- Form 941 Employers Quarterly Tax Return
- State Employers Quarterly Withholding Return
- State Employers Quarterly Unemployment Return (SUTA)
- Form 940 Employers Annual Federal Unemployment Tax Return
- All copies of required forms W-2 and W-3 Transmittal of Tax and Wage Statements (annual)
- All necessary state forms (annual)

Our responsibility to you and limitations of the payroll services

We will prepare your federal and state (when applicable) payroll forms and tax returns.

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 appropriate level of management 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 and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's payroll that we may not identify as a result of misrepresentations made to us by you.

If applicable, our payroll preparation services will include electronically transmitting managementapproved information to taxing authorities and your financial institution to facilitate the electronic transfer of funds.

If applicable, our payroll preparation services will include transmitting management-approved federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf.

CLA's relationship with you shall be solely that of an independent contractor and nothing in the MSA or a SOW shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and to facilitate ADP's preparation of payroll tax returns. We will have no obligations with regards 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.

Additionally, it is your responsibility to provide us with all of the information needed to facilitate ADP's preparation of payroll tax returns. We will have no obligations with regards to particular withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls and payroll tax returns.
- Review and approval of paychecks or paystubs prior to issuance, and payroll registers for each pay period prior to submission of payroll information to ADP.
- Evaluation of information used in the preparation and filing of all government forms for accuracy.

- Before submission of payroll information to ADP, review and approval of each electronic funds transfer to be initiated on your behalf for employee net pay amounts, payroll tax, withholding liabilities, and related benefit amounts.
- One-time authorization to your financial institution for it to make transfers and direct deposits in accordance with future instructions from ADP.
- One-time authorization for ADP to submit tax filings and complete electronic fund transfers on your behalf.
- Sign or approve ADP issuance of all physical and/or electronic payroll checks.

If applicable, 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.

Even if you have authorized CLA to file your employment tax returns and make your business and/or employment tax payments for you, please be aware that you are responsible for the timely filing of employment tax returns and the timely payment of business and/or employment taxes. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasure 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/.

Fees and terms

The billing rates (guaranteed through one year from 1st payroll live date) for these services are as follows:

Services performed by	Rate per hour
Payroll Analyst I	\$90-\$95
Payroll Analyst II	\$100-\$110
Senior Payroll Analyst	\$125-\$130

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

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.

This agreement will automatically renew for one year from the rate guarantee expiration date unless it is cancelled in writing at least 30 days prior to the expiration date or is changed by the mutual signing of a new SOW. The terms of the applicable MSA shall continue to govern this SOW if the SOW is automatically renewed.

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 subject to a separate SOW. 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 pursuant to a separate SOW.

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 the entity 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 authority rules, 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 the entity's 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 regulations, or to the related judicial and administrative interpretations.

Legal compliance

The entity agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the entity or the entity's business, including the accuracy and lawfulness of any reports the entity submits to any government regulator, authority, or agency. The entity also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the entity to any governmental or regulatory body, or for any insurance reimbursement in the event that the entity is requested to do so by any lawful authority. 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 to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Shelby Clymer Principal 303-265-7812 shelby.clymer@CLAconnect.com

Response

This SOW correctly sets forth the understanding of Reunion Metro District and is accepted by:

CLA CliftonLarsonAllen LLP

Shelby Clymer

Shelby Clymer, Principal

SIGNED 11/6/2023, 3:32:59 PM CST

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Reunion Metro District

SIGN:

Brett Price, President

DATE:

CliftonLarsonAllen LLP https://www.claconnect.com



Special Districts Public Management Services Statement of Work

Date: October 12, 2023

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 Metro District ("you," "your," "board of directors" or "the district") dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 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.

Scope of 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 and 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
- Under 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
- Under 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, the district manager shall discuss such costs with the board and receive prior authorization to perform such services.

District Employee Services

Under the direction of the Board of Directors and/or general counsel and/or employment counsel retained by you, and in conjunction with a district contracted human resources consultant (if applicable), CLA will coordinate District employee-related matters.

Fees and terms

Our professional fees will be billed at a fixed rate of \$185/hr for all staff levels for the scope encompassed in this SOW.

Standard Billing rates guaranteed through December 31, 2024:

Services performed by	Rate per hour
Principal	\$320-\$460
Public Manager	\$190-\$265
Assistant Public Manager	\$150-\$180
Public Management Analyst	\$145-\$170
District Administrator	\$140-\$180
Records Retention Professional	\$110-\$155

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

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.

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 to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Matt Urkoski Principal 303-265-7919 matt.urkoski@CLAconnect.com

Response

This SOW correctly sets forth the understanding of Reunion Metro District and is accepted by:

CLA CliftonLarsonAllen LLP

Matt Urkoski

Matt Urkoski, Principal

SIGNED 10/12/2023, 1:52:15 PM CDT

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Reunion Metro District

SIGN:

Brett Price, President

DATE:



www.HaynieCPAs.com.

October 10, 2023

Board of Directors Reunion Metropolitan District φ CliftonLarsonAllen LLP 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111-4544

To the Members of the Board:

We are pleased to confirm our understanding of the services we are to provide for Reunion Metropolitan District (District) for the year ended the year ended December 31, 2023. We understand the District employs Clifton, Larson Allen, LLP as its manager ("Manager"), which firm may be referenced herein as "Management".

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of Reunion Metropolitan District as of and for the year ended December 31, 2023.

Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as the budgetary comparison for the General Fund, to supplement Reunion Metropolitan District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Reunion Metropolitan District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis





Reunion Metropolitan District October 10, 2023 Page 2 of 5

We have also been engaged to report on supplementary information other than RSI that accompanies Reunion Metropolitan District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Debt Service Fund-Schedule of Revenues, Expenditures and Changes in Fund Balances-Budget and Actual
- 2) Capital Projects Fund-Schedule of Revenues, Expenditures and Changes in Fund Balances-Budget and Actual

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Schedule of Debt Service Requirements to Maturity

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the third paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk

Reunion Metropolitan District October 10, 2023 Page 3 of 5

that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Improper revenue recognition due to fraud
- Management override of controls

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Reunion Metropolitan District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting

Reunion Metropolitan District October 10, 2023 Page 4 of 5

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 \$12,100. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full.

Reunion Metropolitan District October 10, 2023 Page 5 of 5

Accounts in excess of 30 days will accrue finance charges at 1.5% per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Ty Holman is the engagement partner and is responsible for supervising the engagement and signing the report. We expect to begin our audit on a mutually agreed upon date and to issue our report no later than July 31, 2024.

Reporting

Title

We will issue a written report upon completion of our audit of Reunion Metropolitan District's financial statements. Our report will be addressed to the Board of Directors of Reunion Metropolitan District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

If this letter correctly expresses your understanding, please sign the enclosed copy where indicated and return it to us.

We appreciate the opportunity to serve you.

Sincerely,

Hayric Company

Accepted and agreed to:
Reunion Metropolitan District

Officer signature

Title Date

Attest:

CONSTRUCTION STATUS UPDATE FOR

REUNION METROPOLITAN DISTRICT

August 2023 – November 2023

Prepared For:

Reunion Metropolitan District 17910 Parkside Drive North Commerce City, CO 80022

Prepared By:

JR Engineering 7200 S. Alton Way, Suite C400 Centennial, Colorado 80112

RMD Improvement Projects

Report Period: August 2023 through November 2023

REUNION UNDERDRAIN

Construction Summary:

- F27 (Nelson) Final Acceptance 7/31/2023
- F37 (American West) Initial Acceptance 8/10/2023
- Reunion Ridge F1 (ESCO) –Final Acceptance 2/22/2023
- Reunion Ridge F1 (Alpine) Under Warranty Final Acceptance cleaning and inspections currently taking place.
- F21 (Hirschfield) Alpine Civil attempting to clean and video.
- F26A (PEI) Ready for Final Acceptance pending cleaning and videos; 95% complete.
- F38 Infrastructure Under Warranty Pending Final Acceptance

NORTH RANGE METROPOLITAN DISTRICT #3

REUNION RIDGE F1 (ESCO)

Construction Summary:

• Final acceptance anticipated November 2023 for Commerce City and SACWSD.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$9,825,546.56	\$ 5,060,172.24	\$0	\$14,885,718.80	\$14,885,718.80	\$740,105.00

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

Construction Summary:

- Under warranty Initial acceptance as of October 12, 2023
- 91% overall completion punchlist items remain.

Budget Summary:

5 committed y •					
Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$2,557,350.00	\$183,100.92	0\$	\$ 2,740,450.92	\$2,369,030.06	\$127,867.00

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

Construction Summary:

- Under warranty Initial acceptance as of October 12, 2023
- 97.6% overall completion punchlist items remain.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$1,586,999.70	\$(59,813.24)	0\$	\$1,527,186.46	\$1,415,659.54	\$79,350

V7E & 7B – Filing 37 (JBS)

Construction Summary:

• 100% overall completion. In warranty period 10/18/2021- 10/18/2023 (SACWSD). Commerce City granted final acceptance on 12/14/2022. JBS still needs to send in UD videos for Underdrain acceptance.

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

Filing 37 Landscape (BRIGHTVIEW)

Construction Summary:

- 100% overall completion. In warranty/maintenance period 10/21/2022-10/21/2023.
- Final acceptance anticipated by end of November 2023.
- A \$161,147 Amendment to the Funding Agreement was approved by the Board in 02/2022.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$1,477,072.48	\$278,368.09	\$19,325.34	\$1,774,765.91	\$1,774,765.91	\$73,853.62

DISTRICT INFRASTRUCTURE FOR REUNION F38 (HEI)

Construction Summary:

- 100% overall completion. Final acceptance August 2023 (Commerce City & RMD).
- SACWSD initial acceptance was granted on 1/2/23. In warranty period 1/9/2023-1/9/2025 (SACWSD).

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$2,218,044.05	\$50,900.43	\$0	\$2,268,944.48	\$2,268,944.48	\$221,804.00

REUNION METROPOLITAN DISTRICT

SOUTHLAWN SPORTS COURT (RENNER SPORTS)

Construction Summary:

- Renner Sports 100% completion. Initial acceptance on 10/10/23. Warranty period ends 10/09/2024.
- Designscapes is currently at 94% completion, pending punchlist completion.

Budget Summary:

Contractor	Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
Renner Sports	\$133,731.00	\$79,572.00	\$0	\$213,303.00	\$213,303.00	\$12,667
Designscapes	\$121,300.00	\$6,625.00	\$0	\$127,925.00	\$114,042.75	\$4,005

NORTH RANGE METROPOLITAN DISTRICT #2

F27 LANDSCAPE (CDI)

Construction Summary:

- 41.5% complete. First phase accepted 10/23.
- Second phase to begin Spring 2024.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$157,930.52	N/A	\$3,768.06	\$161,698.58	\$67,161.04	\$17,622.00

100TH AVENUE (ESCO)

Construction Summary:

• 100% overall completion. Acceptance was granted on 10/20/2022.

Budget Summary:

_	allillary.						
	Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency	l

\$341,416.75 \$31,749.12 \$373,165.87 \$384,928.37 \$34,141.68

F35 LANDSCAPE (DESIGNSCAPES)

Construction Summary:

• 100% overall completion. Initial acceptance walk complete.

Budget Summary:

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

RMD MAINTENANCE & OPERATIONS

2023 POND MAINTENANCE

Construction Summary:

- Contract awarded to Clear Water Property & Resource Management
- Maintenance currently ongoing

2023 UNDERDRAIN MAINTENANCE

Construction Summary:

- Contract awarded to QP Services
- Maintenance currently ongoing

REUNION CENTER #1

REUNION CENTER - DUETS PHASE (Alpine)

Construction Summary:

- 95% overall completion.
- In August 2022, the Board determined that they would like to suspend all procurement of materials and construction activity associated with the District Infrastructure to support the Reunion Duet Parcel 1-F and Commercial Parcel located at the Northwest corner of 104th Avenue/Tower Road. Due to the suspension of a portion of the work it was decided that no action should be taken on the Change Order. A revised Change Order will be prepared based on suspending a portion of the work and presented to the Board at a future board meeting.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$3,897,260.40	\$(1,962,153.17)	\$8,226.00	\$1,943,333.23	\$1,525,260.20	\$194,863.00

STEAD SCHOOL PHASE (WSR)

Construction Summary:

• 100% overall completion. In warranty period 11/15/2021-11/15/2023 (SACWSD). City final acceptance was granted on 6/16/23.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$608,774.00	\$114,019.86	\$0	\$722,793.86	\$722,793.86	\$62,138.00

Reunion Metropolitan District Funding Through NRMD #3 Budget Tracking 4421.29



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	PROJECT COSTS: Reunion Ridge F1									
	Original Contract Price	Approved Change		Totals	Balance Paid To Date	% Complete To Date	Twelfth Addendum	Total Authorized Funding	*Total Project Cost including Future/Cert. Reimbusements to Clayton	Excess (Deficit) of Authorized Funding over Estimated Costs
CURRENT CONTRACTS / OBLIGATIONS										
*Bid Schedules A,B - ESCO	\$ 9,825,546.56	\$ 5,060,172.24		\$ 14,885,718.80	\$ 14,885,718.80	100.0%	1			
*Landscape Phase 1 & Ragweed Draw - Designscapes	\$ 2,557,350.00	\$ 183,100.92		\$ 2,740,450.92	\$ 2,369,030.06	86%	1			
*Landscape Phases 2-4 - Designscapes	\$ 1,586,999.70	\$ (59,813.24)		\$ 1,527,186.46	\$ 1,415,659.54	93%	1			
Subtotal	\$ 13,969,896.26	\$ 5,183,459.92	\$ -	\$ 19,153,356.18	\$ 18,670,408.40		1			
*Bidding & Construction Services	\$ 990,374.99)		\$ 990,374.99	\$ 1,111,750.00	112%	1			
*Bidding & Construction Services (Landscape P1 & RWD)	\$ 243,807.02	!		\$ 243,807.02	\$ 164,985.00	68%	1		*Originally part of the 12th Addendum	
*Bidding & Construction Services [Landscape P2-4]	\$ 142,334.60	1		\$ 142,334.60	\$ 85,280.00	60%			funding -	
*Engineering Services	\$ 1,567,728.18	;		\$ 1,567,728.18	\$ 1,567,728.18	100%			\$26,662,130.24	
*ROW & License Agreements from PSCO	\$ 15,000.00)		\$ 15,000.00	\$ 15,000.00	100%				
*SACWSD ERU Cost	\$ 845,358.50	l .		\$ 845,358.50	\$ 845,358.50	100%	1			
*SACWSD Tap Fees	\$ 947,180.57	\$ 37,873.40		\$ 985,053.97	\$ 985,053.97	100%	1			
*Cost to be reimbursed by SACWSD to District	\$ (327,403.48	(\$9,129.50)		\$ (336,532.98)	\$ (336,532.98)	100%	1			
Subtotal	\$ 4,424,380.38	\$ 28,743.90	\$ -	\$ 4,453,124.28	\$ 4,438,622.67		1			
TOTALS	\$ 18,394,276.64	\$ 5,212,203.82	e .	\$ 23.606.480.46	\$ 23,109,031.07		\$ 26,662,130.24	\$ 26,662,130.24	\$ 26,407,121.07	\$ 255.009.17
Certified Reimbursements to Clayton	\$ 10,334,270.04	3,212,203.02	-	\$ 23,000,460.40	\$ 23,109,031.07		\$ 20,002,130.24	\$ 20,002,130.24	\$ 20,407,121.07	\$ 255,009.11
•••••••••••••••••••••••••••••••••••••••	000 005 05	. [T .		\$ 633 635 85	4000/	1			
*Bid Schedule C (Grading & EC) - BEMAS	\$ 633,635.85	-		\$ 633,635.85	ψ 000,000.00	100%				
Gas Line Relocation - Sinclair	\$ 168,498.17			\$ 168,498.17	\$ 168,498.17	100%				
10" Mesa-Boulder-Bri Relocation Agreement - Xcel	\$ 1,712,000.00			\$ 1,020,119.00	\$ 1,020,119.00	100%				
10" Mesa-Boulder-Bri Relocation Eng/Permit Fees - Xcel	\$ 235,000.00	-		\$ 235,000.00	\$ 235,000.00	100%				
*Onsite Grading - BEMAS	\$ 1,917,070.76	;		\$ 1,917,070.76	\$ 1,917,070.76	100%				
Testing, Dev. & Pavement Study - AG Wassenaar	\$ 89,985.77	'		\$ 89,985.77	\$ 89,985.77	100%				
Infrastructure - Alpine	\$ 1,862,341.82	!		\$ 1,862,341.82	\$ 1,862,341.82	100%				
Staking - Aztec	\$ 112,178.87	•		\$ 112,178.87	\$ 112,178.87	100%				
Design - CORE Consultants	\$ 497,407.94	1		\$ 497,407.94	\$ 497,407.94	100%				
Market Study - Meyers	\$ 30,782.35	i		\$ 30,782.35	\$ 30,782.35	100%	1			
Design - Terracina	\$ 111,053.64			\$ 111,053.64	\$ 111,053.64	100%	1		1	
Subtotal	\$ 4,620,821.15	\$ -	\$ -	\$ 4,620,821.15	\$ 4,620,821.15		1			
Future Possible Reimbursements to Clayton			<u> </u>	<u> </u>			1			
*10" Sand Creek Gas Line - PSCo Compensation	\$ 217,000.00	ı I	1	\$ 217,000.00	\$ 217,000.00	100%	1			
10" Mesa-Boulder-Bri Relocation Extension - Xcel	\$ 97,942.84	+	1	\$ 97,942.84	\$ 97,942.84	100%	1		1	
Lumen/CenturyLink Potomac Line Relocation	\$ 76,464.75		1	\$ 76,464.75	\$ 97,942.64	100%	1			
*ROW & Temp Easements from HWY 2 LLC	\$ 76,464.75			\$ 76,464.75	ψ /0,404./5	0%	ł			
		-			e 400 704 70		1			
AT&T Fiber Lowering - AT&T	, , , , , , , , , , , , , , , , , , , ,			,	\$ 162,784.76	100%				
Install Street Lights - United Power (budgeted)	\$ 500,000.00	-	-	\$ 500,000.00		0%	l		1	
Power Feed for Vaughn Lights - United Power	\$ 22,504.04			\$ 22,504.04	\$ 22,504.04	100%	ļ			
Subtotal				\$ 1,109,630.39	\$ 576,696.39		ļ			
Total Reimbursements to Clayton			\$ -	\$ 5,730,451.54	\$ 5,197,517.54					
Construction Contingency Landscape Phase 1 & Ragweed Contingency	\$ 740,105.00 \$ 127,867.00									
Landscape Phases 2-4 Contingency	\$ 79,350.00									
*Originally part of the 12th Addendum funding	\$ 26,662,130.24									

Reunion Metro

Reunion Metropolitan District Funding Through NRMD #3 Budget Tracking 4421.42 Landscape 4421.15



	PRO.	JECT COSTS: Villa	ge 7E & 7B. Mobi	le St. & F37 Lan	dscape	I	1		l		I	I				
	Original Contract		Ĭ	Totals	Balance Paid To Date	% Complete To Date	Second Addendum	Seventh Addendum	Thirteeth Addendum	Fourteenth Addendum	Sixteenth Addendum	Nineteenth Addendum	First Addendum (ERU Water Credit Fees)	Added to 16 Addendum? (Booster Pumps)	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
CURRENT CONTRACTS / OBLIGATIONS	•					•										
*Buffalo Run Hole #11 - PEI	\$ 272,608	00 \$ 41,501.91		\$ 314,109.91	\$ 314,109.91	100%										
*Bid Schedules A, B - JBS Pipeline	\$ 2,407,978.	15 \$ 195,918.77		\$ 2,603,896.92	\$ 2,603,896.92	100%										
*Bid Schedule C (Mobile St) - ESCO Construction	\$ 508,576.	72 \$ (4,255.60)	\$ 504,321.12	\$ 504,321.12	100%										
*Landscape - Brightview	\$ 1,477,072	48 \$ 278,368.09	\$ 19,325.34	\$ 1,774,765.91	\$ 1,742,357.15	98%										
Subtotal	\$ 4,666,235.	35 \$ 511,533.17	\$ 19,325.34	\$ 5,197,093.86	\$ 5,164,685.10											
*V7E & 7B, Mobile St Bidding & Construction Services	\$ 296,155	49		\$ 296,155.49	\$ 407,845.00	138%										
*Landscape Bidding & Construction Services	\$ 138,646	49		\$ 138,646.49	\$ 137,625.00	99%										
*Mobile Street Lights - United Power	\$ 46,003	40 \$ 29,828.00		\$ 75,831.40	\$ 75,831.40	100%										
*SACWSD Tap Fees (Phase 1A&1B - Taps 1,2,8,9)[Approved @ 7/2020 Board Meeting]	\$ 175,714	55		\$ 175,714.55	\$ 175,714.55	100%										
*SACWSD ERU Cost per Transfer Agreement (Phase 1A&1B - Taps 1,2,8,9)	\$ 146,627	50		\$ 146,627.50	\$ 146,627.50	100%										
*SACWSD Revised Tap #8 Fee [Tap Size Changed 3/4 to 2"].	\$ 152,277	09 \$ 13,883.11		\$ 166,160.20	\$ 166,162.20	100%										
*SACWSD Tap #8 Revised ERU Cost [Additional 19.89 ERUs]. ERUs were transferred from Oakwood	\$ 136,246	50		\$ 136,246.50	\$ 136,246.50	100%										
*SACWSD Tap Fees [Taps #3 - #7 Tract O,P,X,U,M]	\$ 120,938	72 \$ 10,460.16		\$ 131,398.88	\$ 131,398.88	100%										
*SACWSD ERU Cost [Taps #3 - #7 Tract O,P,X,U,M]	\$ 105,216	00		\$ 105,216.00	\$ 105,216.00	100%										
Subtotal	\$ 1,317,825.	74 \$ 54,171.27	\$ -	\$ 1,371,997.01	\$ 1,482,667.03											
TOTAL	\$ 5,984,061.	09 \$ 565,704.44	\$ 19,325.34	\$ 6,569,090.87	\$ 6,647,352.13		\$ 700,000.00	\$ 2,582,558.15	\$ 1,070,232.00	\$ 481,161.05	\$ 1,667,676.00	\$ 120,938.72	\$ 105,866.00	\$ 161,147.00	\$ 6,889,578.92	\$ 320,488.05
Certified Reimbursements to Clayton	,															
Oakwood Paid AW to Complete JBS Initial Acceptance Items		\$ 21,620.79		\$ 21,620.79	\$ 21,620.79	100%										
Testing, Dev. & Pavement Study - AG Wassenaar	\$ 159,667.	22		\$ 159,667.22	\$ 159,667.22	100%										
Infrastructure - Alpine	\$ 396,051.	37		\$ 396,051.37	\$ 396,051.37	100%										
Infrastructure - American West	\$ 2,344,256.	80		\$ 2,344,256.80	\$ 2,344,256.80	100%										
Grading - Arvada Ex	\$ 2,065,163.	08		\$ 2,065,163.08	\$ 2,065,163.08	100%										
Paving - Asphalt Spec.	\$ 418,269	24		\$ 418,269.24	\$ 418,269.24	100%										
Design - Atwell	\$ 127,166.	04		\$ 127,166.04	\$ 127,166.04	100%										
Staking - Aztec	\$ 123,537.	73		\$ 123,537.73	\$ 123,537.73	100%										
Import Fill - GRC	\$ 44,718.	03		\$ 44,718.03	\$ 44,718.03	100%										
Design - Terracina	\$ 66,461	03		\$ 66,461.03	\$ 66,461.03	100%										
Total Reimbursements to Clayton			\$ -	\$ 5,766,911.33	\$ 5,766,911.33											
Construction Contingency	\$ 301,449.	39														

 Reunion Metro 108

Reunion Metropolitan District Funding Through RMD Budget Tracking 4421.52



	PROJ	PROJECT COSTS: District Infrastructure for Service to F38							
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date	% Complete To Date	Twentieth Addendum	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
CURRENT CONTRACTS / OBLIGATIONS	ENT CONTRACTS / OBLIGATIONS								
Civil Contract - HEI Civil	\$ 2,218,044.05	\$ 50,900.43		\$ 2,268,944.48	\$ 2,268,944.48	100.0%			
Bidding & JR Construction Services, Testing & Staking	\$ 211,011.84			\$ 211,011.84	\$ 260,325.00	123%			
TOTALS	\$ 2,429,055.89	\$ 50,900.43	\$ -	\$ 2,479,956.32	\$ 2,529,269.48		\$ 2,677,733.00	\$ 2,677,733.00	\$ 197,776.68
Future Possible Reimbursements from Clayton									
Added Sanitary/Underdrain Services	\$ -	\$ 117,800.00		\$ 117,800.00	\$ 117,800.00	100%			
Subtotal									
*Construction Contingency	\$221.804.00								

Reunion Metropolitan District Funding Through RMD Budget Tracking 4421.15



	PROJECT COSTS: Southlawn Sports Court											
	Original Contrac Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date	% Complete To Date	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs				
CURRENT CONTRACTS / OBLIGATIONS												
Bid Schedule (Renner Sports)	\$ 133,731.	00 \$ 79,572.00		\$ 213,303.00	\$ 213,303.00	100.0%	\$ 210,654.00					
Bid Schedule (Designscapes)	\$ 121,300.	00 \$ 6,625.00		\$ 127,925.00	\$ 114,042.75	89.1%	\$ 144,972.00					
TOTALS	\$ 255,031.	00 \$ 86,197.00	\$ -	\$ 341,228.00	\$ 327,345.75		\$ 355,626.00					

Reunion Metropolitan District Funding Through RMD Budget Tracking 4421.15



			PROJECT	CC	OSTS: F27 La	nds	саре							
	Ori	ginal Contract Price	Approved Change Orders	Pe	ending Change Orders		Totals	В	alance Paid To Date	% Complete To Date	- 1	Eighteenth Addendum	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
CURRENT CONTRACTS / OBLIGATIONS														
Landscape Bid Schedule-CDI	\$	157,930.52		\$	3,768.06	\$	161,698.58	\$	67,161.04	41.5%				
Subtotal	\$	157,930.52	\$ -	\$	3,768.06	\$	161,698.58	\$	67,161.04					
Bidding & Construction Services	\$	21,688.74				\$	21,697.48	\$	18,667.50	86%				
*SACWSD Tap Fees [Tract B, G & C]	\$	12,471.33		\$	5,405.51	\$	17,876.84	\$	17,876.84	100%				
*SACWSD ERU Cost [Tract B, G & C]	\$	8,836.50				\$	8,836.50	\$	8,836.50	100%				
Subtotal	\$	42,996.57	\$ -	\$	5,405.51	\$	48,410.82	\$	45,380.84					
TOTALS	\$	200,927.09	\$ -	\$	3,768.06	\$	210,109.40	\$	85,828.54		\$	218,940.00	\$ 218,940.00	\$ 8,830.60
*Construction Contingency	\$	17,932.00	* Note: Increased ta	ps fe	ees of \$5405.51 a	re b	eing budgeted o	ut of	the contigency ar	mount, reducing it	to \$12	,526.49		

Reunion Metropolitan District Funding Through NRMD #2 Budget Tracking



				PROJECT C	OSTS: F34 & 100	Oth	Avenue								
	Ori	ginal Contract Price	Арр	oroved Change Orders	Pending Change Orders		Totals	Ва	alance Paid To Date	% Complete To Date	First Addendum	Fifteenth Addendum	1	Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
CURRENT CONTRACTS / OBLIGATIONS															
Bid Schedules A,B,C - PEI	\$	2,158,658.12	\$	(100,770.17)		\$	2,057,887.95	\$	2,057,887.95	100.0%					
Bid Schedule C - ESCO	\$	341,416.75	\$	31,749.12		\$	373,165.87	\$	373,165.87	100.0%					
Subtotal	\$	2,500,074.87	\$	(69,021.05)	\$ -	\$	2,431,053.82	\$	2,431,053.82						
Bidding & Construction Services	\$	355,000.00				\$	355,000.00	\$	306,093.84	86%					
Bidding & Construction Services 100th Ave	\$	45,000.00				\$	45,000.00	\$	67,475.00	150%					
Install Street Lights - United Power	\$	19,054.00	\$	(4,004.00)		\$	15,050.00	\$	15,050.00	100%					
Underground Electric - United Power	\$	66,277.00				\$	66,277.00	\$	66,277.00	100%					
ROW Acquisition from Swink	\$	100,000.00				\$	100,000.00	\$	100,000.00	100%					
Subtotal	\$	585,331.00	\$	(4,004.00)	\$ -	\$	581,327.00	\$	554,895.84						
TOTALS	\$	3,085,405.87	\$	(73,025.05)	\$ -	\$	3,012,380.82	\$	2,985,949.66		\$ 3,700,000.00	\$ 540,558.	00 \$	4,240,558.00	\$ 268,492.65
Future Reimbursements to Clayton															
Oakwood Paid Alpine to Complete ESCO's Final Acceptance Items			\$	11,762.50		\$	11,762.50	\$	11,762.50	100%					
F34 (10i) Landscaping - GVR (District Costs)	\$	950,334.53	\$	9,350.00		\$	959,684.53	\$	959,684.53	100%					
*Construction Contingency \$250,007.40			•								-				

Reunion Metropolitan District Funding Through NRMD #2 Budget Tracking 4421.15



		PROJECT	COSTS: F35 La	ndsca	ре					
	Original Contract Price	Approved Change Orders	Pending Change Orders		Totals	Balance Paid To Date	% Complete To Date	th Addendum	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
CURRENT CONTRACTS / OBLIGATIONS										
Landscape Bid Schedule - Designscapes	\$726,072.20	\$375.00		\$	726,447.20	\$726,447.20	100.0%			
Bidding & Construction Services	\$ 10,000.00			\$	10,000.00	\$ 9,845.00	98%			
Tap Fees paid by RMD or Oakwood? - SACWSD sa	id a 2" tap was purcha	sed on 9/24/19 for \$	101,839.00. CLA una	able to	find record o	f payment				
Tap Fees	\$ 101,839.00			\$	101,839.00	\$ 101,839.00	100%			
TOTALS	\$837,911.20	\$375.00	\$ -	\$	838,286.20	\$838,131.20		\$ 1,034,437.81	\$ 1,034,437.81	\$ 196,306.61

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



_	F	PROJECT COSTS	: Reunion Cente	er - Duets Phase					
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date	% Complete To Date	Addendum 2022A	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
CURRENT CONTRACTS / OBLIGATIONS									
Bid Schedules A & B (Alpine)	\$ 3,897,260.40	\$ (1,912,937.26)	\$0	\$ 1,984,323.14	\$ 1,885,106.98	95%			
Bidding & Construction Services	\$ 285,484.35			\$ 285,484.35	\$ 220,410.00	77%			
Street Lights - United Power	\$ 299,943.45			\$ 299,943.45	\$ 299,943.45	100%			
TOTALS	\$ 4,482,688.20	\$ (1,912,937.26)	\$ -	\$ 2,569,750.94	\$ 2,405,460.43		\$ 4,707,023.00	\$ 4,707,023.00	\$ 2,137,272.06
*Construction Contingency	\$ 194.863.00				•				

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



		PROJECT COSTS: STEAD School Phase 1													
	Oı	riginal Contract Price	Арр	roved Change Orders	Pending Change Orders		Totals	Ва	alance Paid To Date	% Complete To Date	Addendum 202	Α	Amendment to Funding	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
CURRENT CONTRACTS / OBLIGATIONS															
Bid Schedule - WSR	\$	608,774.00	\$	114,019.86		\$	722,793.86	\$	722,793.86	100%					
Bidding & Construction Services	\$	97,299.94				\$	97,299.94	\$	100,800.00	104%					
Relocate Street Lights - United Power	\$	12,603.93	\$	(1,058.59)		\$	11,545.34	\$	11,545.34	100%					
TOTALS	\$	718,677.87	\$	112,961.27	\$ -	\$	831,639.14	\$	835,139.20		\$ 778,050.	00	\$ 55,000.00	\$ 833,050.00	\$ 1,410.86
*Construction Contingency	\$	62.138.00													



CHANGE ORDER RECOMMENDATION

Reunion Metropolitan District

CHANGE ORDER NO01	DATED: <u>November 01, 2023</u>
CONTRACT FOR: Reunion Filing 27 Landscape Improve	ements
OWNER: Reunion Metropolitan District	
CONTRACTOR: Consolidated Divisions, Inc.	AGREEMENT DATE: August 10, 2021
The following changes are hereby made to the Contract Do Justification:	ocuments:
FCN #1 – Swale Grading Field fit swale grading required at Tract B due to drainage or Total \$3,079.58	onflict to avoid existing electrical facilities.
DCN #2 – Landscape Adjustments Area planned for Rock/cobble was replaced with sod. Total \$688.48	
*Enclosures: FCN#1; DCN#2 w/ supporting documents.	
Adjustment to Contract Price:	
Contract Price prior to this Change Order	\$157,930.52
Net Adjustment Resulting from this Change Order (+or -	
Current Contract Price Including this Change Order	\$161,698.58
Contract Time:	
Original Contract Completion Date (365 Calendar Days):	June 30, 2022
Current Contract Completion Date:	June 30, 2023
Change in Contract Completion Date Due to this Change C	
New Contract Completion Date:	June 30, 2024
Issued By:	
JR ENGINEERING	
By: John /. Graf	
Data: 11/01/2023	

FIELD CHANGE NOTIFICATION

PROJE REUN	ECT: ION FILING 27 LANDSCAPE IMPROVEMENTS	FIELD CHANGE NO. 1
RE:	☐ DRAWING NO. ☑ OTHER	
	ENGINEERING "HOLD" PLACED ON CONSTRUCTION ACTIVITIES IN ARI PENDING RECEIPT OF FORMALLY REVISED DOCUMENT(S) AND/OR REV SIGNATURE REQUIRED	
	▼ RELEASED FOR CONSTRUCTION ON BASIS OF MODIFICATION(S) PRES	CRIBED BY THIS DCN

PROPOSED CHANGE DESCRIPTION

The purpose of this Field Change Notification is to document grading work performed by CDI and notification of contract amount adjustments.

Field fit swale grading was required at Tract B due to drainage conflicts and to avoid electrical facilities in place. Additionally, the contract amount has been adjusted due to rounding errors discovered in the original Bid Schedule.

The following description, quantities, and associated costs affecting the Bid Schedule(s) are shown below. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FCN. FCN's shall be added to the Contract by signed change order.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT		UNIT PRICE	COST
Bid Schedu	ıle					
*32	Swale Grading	1	LS	\$	3,000.00	\$ 3,000.00
*33	Contract Amount Adjustment	1	LS	\$	79.58	\$ 79.58
				_		0.000.00

(*) Indicates New Item Total Costs \$ 3,079.58

PER DESCRIPTION LISTED ABOVE	☐ FIELD CHANGE REQUEST (FCR №.)
	▼ REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
	☐ DISPOSITION OF NONCONFORMING ITEM
	☐ CHANGES IN REGULATORY/OTHER REQUIREMENTS
	OTHER
EXHIBITS ATTACHED □ NO	▼ YES, IF YES, CHECK APPLICABLES BOXES
COPIES OF MARKED-UP AREA(S) OF	DRAWING(S)
☐ FIELD CHANGE REQUEST FOR (FCR N	O OTHER (Describe) CDI Invoice
COMMENTS	SCHEDULE ERECTED/PLACEMENT DATE(S)
ORIGINATOR: <u>JR ENGINEERING</u>	DATE <u>9/14/2023</u>
DISTRIBUTION (Check as applicable)	
OAKWOOD HOMES Land Project Manager:	Ross Gallatin
☐ JR ENGINEERING Contract Administration: T	'im Graf
▼ REUNION METRO DISTRICT: Raul Martinez	Aaron Clutter
☐ TERRACINA DESIGN Landscape Architect:	Sarah Moll
CDI, Contractor: Bill Brajkovich/Zace Wair	
JR ENGINEERING	_9/14/2023
(Signature)	(Date)

Consolidated Divisions, Inc. 5585 West Airport Road Sedalia, CO 80135

Invoice 2010917

Bill to:

Reunion Metropolitan District JR Engineering 7200 S Alton Wy Ste C400 Centennial, CO 80112 Job: 2021-1574 Reunion Ridge F27

Commerce City, CO

Invoice #: 2010917 Date: 08/31/23 Customer P.O. #:
Payment Terms: Net due 30 days
Customer Code: REUMET01 Salesperson:

Remarks:

Quantity	Description	U/M	Unit Price	Extension
5-31 - Grading Swa	le at Landmark Drive			
12.000	Skidsteer with Operator	HR	125.000	1,500.00
6-1 - Finish Grading	Swale at Landmark Drive			
12.000	Skidsteer with Operator	HR	125.000	1,500.00
			Subtotal:	3,000.00
		NOTE: Retention is	Less Retention:	-150.00
		accounted for in Contract Bid Schedule. Total Amt:	Total:	2,850.00
		\$3,000.00	Current Due:	2,850.00

Print Date: 09/13/23 Page: 1

DESIGN CHANGE NOTIFICATION

PROJECT:	DESIGN CHANGE NO. 2 REV1
REUNION FILING 27 LANDSCAPE IMPROVEMENTS	

RE: 🔽 DRAWINGNO. LP.1 & I.3

☐ OTHER

ENGINEERING "HOLD" PLACED ON CONSTRUCTION ACTIVITIES IN AREA DEFINED HEREIN
▼ PENDING RECEIPT OF FORMALLY REVISED DOCUMENT(S) AND/OR REVISED DCN, PER SIGNATURE REQUIRED

▼ RELEASED FOR CONSTRUCTION ON BASIS OF MODIFICATION(S) PRESCRIBED BY THIS DCN

PROPOSED CHANGE DESCRIPTION

The purpose of this Design Change Notification is to provide direction for CDI on landscaping and irrigation changes that have occurred due to changes to the original plan for Tract C.

Sod was originally planted in this area by the homebuilder. The District plans indicate rock mulch planned in this area which would leave a small strip of sod as originally installed by the homebuilder. This area is reverting back to sod in an effort to resolve a homeowner dispute.

This includes:

- ➤ Landscape Plan LP.1 Replacement of rock mulch for sod
- ➤ Irrigation Plan I.3 Modification of irrigation components

The following description, quantities, and associated costs affecting the Bid Schedules are shown below. The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this DCN. DCN's shall be added to the Contract by signed change order.

ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	COST
Elm Tree	1	EA	\$964.00	\$ 964.00
Sod	544	SF	\$0.53	\$ 288.32
Soil Prep w/ Compost	2.7	CY	\$43.90	\$ 119.41
Electric Control Valve - 1" dia.	1	EA	\$354.50	\$ 354.50
Battery-operated Controller - 6 sta.	1	EA	\$559.50	\$ 559.50
6" Pop-up Spray Head	6	EA	\$51.20	\$ 307.20
1.5" PVC Mainline w/ Fittings	5	LF	\$4.75	\$ 23.75
1" PVC Lateral Pipe	100	LF	\$2.85	\$ 285.00
Limber Pine	(1)	EΑ	\$658.00	\$ (658.00)
Weed Barrier Fabric	(544)	SF	\$0.41	\$ (223.04)
Rock Mulch	(544)	SF	\$1.64	\$ (892.16)
Battery-operated Controller - 4 sta.	(1)	EΑ	\$440.00	\$ (440.00)

*Indicates New Item

DCN Total: \$ 688.48

PER DESCRIPTION LISTED ABOVE	FIELD CHANGE REQUEST (FCR No.)	1
	▼ REQUIRED MODIFICATIONS TO DE	SIGN/SPECIFICATION
	DISPOSITION OF NONCONFORMIN	GITEM
	CHANGES IN REGULATORY/OTHER	REQUIREMENTS
_	OTHER	
EXHIBITS ATTACHED □ NO	YES, IF YES, CHECK A	APPLICABLES BOXES
▼ COPIES OF MARKED-UP AREA(S) OF	DRA WING(S)	
FIELD CHANGE REQUEST FOR (FCR N	O)	CDI Proposal Addendum#3 (10/27/2023)
COMMENTS	SCHEDULE ERECTED/PLACEME	NT DATE(S)
ORIGINATOR: <u>JR ENGINEERING</u>		DATE <u>11/01/2023</u>
DISTRIBUTION (Check as applicable)		
✓ OAKWOOD HOMES Land Project Manager:	Ross Gallatin	
☐ JR ENGINEERING Contract Administration: T	Cim Graf	
▼ REUNION METRO DISTRICT: Raul Martinez	z/Aaron Clutter	
▼ TERRACINA DESIGN Landscape Architect:	Sarah Moll	
CDI, Contractor: Bill Brajkovich / Zacc Wair		
JR ENGINEERING Signature)	11/01/2023 (Date)	
	,	



Sedalia, Colorado 80135 C 303.471.1522 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.3197 - 303.470.319 - 303.470.319 - 303.470.3197 - 303.470.3197 - 303.470.3190

To:	Reunion Metropolitan District	Contact:	Tim Graf
Address:	17910 Parkside Drive North	Phone:	(303) 288-5431
	Commerce City, CO 80022	Fax:	
Project Name:	Reunion Filing 27	Bid Number:	2021-1574 COR 1003
Project Location:	Commerce City, CO	Bid Date:	10/27/2023
Addendum #:	3		

This change order is for plan revisions due to a homeowner dispute. Rock mulch is being replaced with sod and irrigation components are being modified to support landscape changes.

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Ulmus, Standard Elm Tree - 2" Caliper (No Specifications Provided)	1.00	EACH	\$964.00	\$964.00
Pinus Flexilis, Limber Pine - 6' Ht.	-1.00	EACH	\$658.00	(\$658.00)
Soil Prep With Compost At 5 CY/1000 SF And Tilling Incl. Shrub Beds And Sod Areas	2.72	CY	\$43.90	\$119.41
RTF Sod	544.00	SF	\$0.53	\$288.32
2"-4" Horizon Rock Mulch - 3" Depth	-544.00	SF	\$1.64	(\$892.16)
Weed Barrier Fabric	-544.00	SF	\$0.41	(\$223.04)
Battery-operated Controller - 6 Station	1.00	EACH	\$559.50	\$559.50
Battery-operated Controller - 4 Station	-1.00	EACH	\$440.00	(\$440.00)
Electric Control Valve - 1"	1.00	EACH	\$354.50	\$354.50
6" Pop-up Spray Head	6.00	EACH	\$51.20	\$307.20
1.5" PVC Mainline W/ Fittings	5.00	LF	\$4.75	\$23.75
1" PVC Lateral Pipe	100.00	LF	\$2.85	\$285.00

Total Bid Price: \$688.48

Notes:

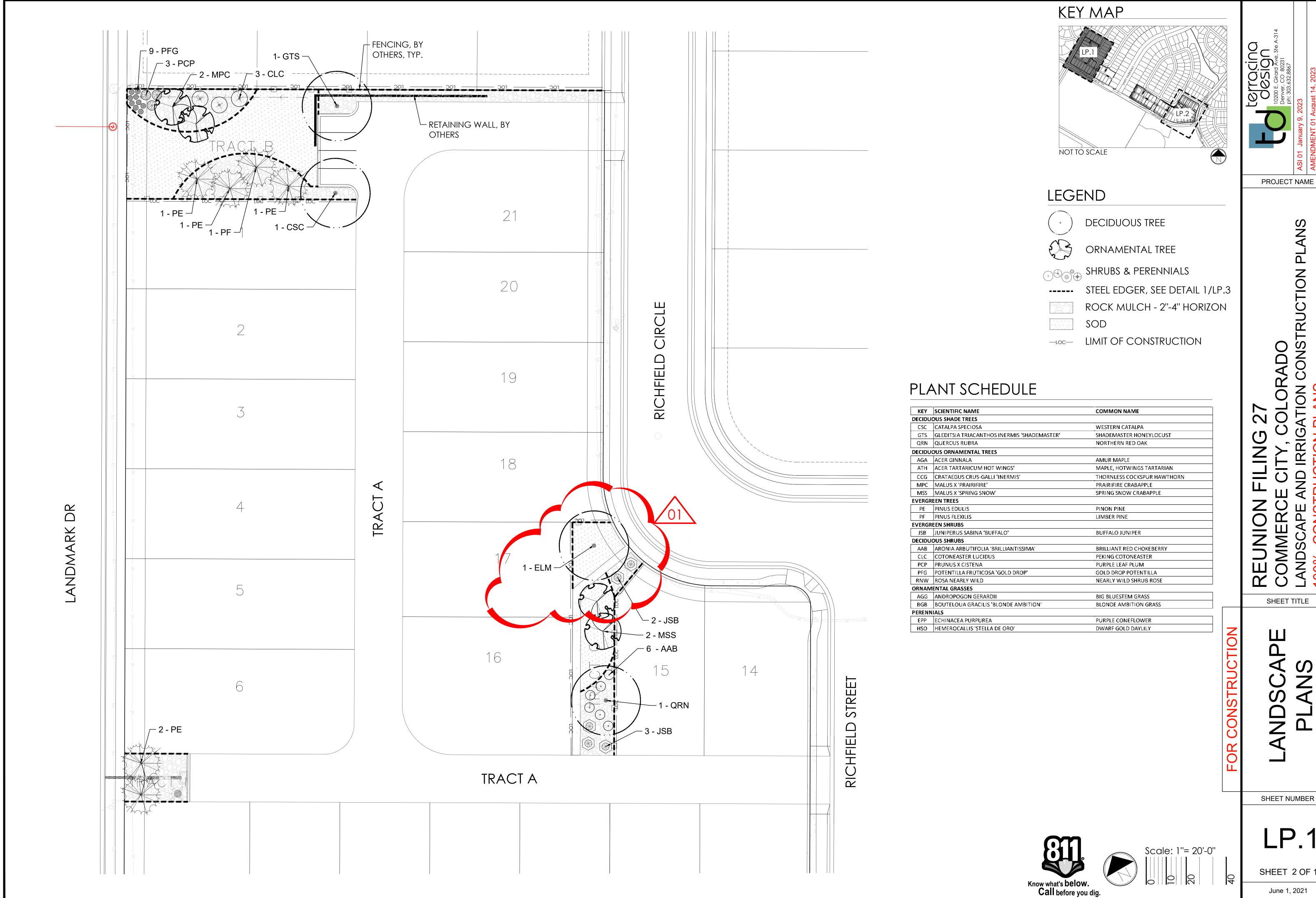
- This proposal will be subject to a change order for material price increases, if material market pricing escalates at the time of installation, from the date of proposal.
- Elm tree specifications not provided; Elm tree quoted as a standard Elm in a 2" caliper to match other tree sizes on site.
- This proposal is good for 30 days following the date given on the proposal.
- Consolidated Divisions, Inc. dba CDI | ENVIRONMENTAL CONTRACTOR
 An Equal Opportunity Employer

Payment Terms:

Payment due 30 days from invoice.

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	Consolidated Divisions, Inc Dba CDI Environmental Contractors
Buyer:	
Signature:	Authorized Signature:
Date of Acceptance:	Estimator: Jon Strother

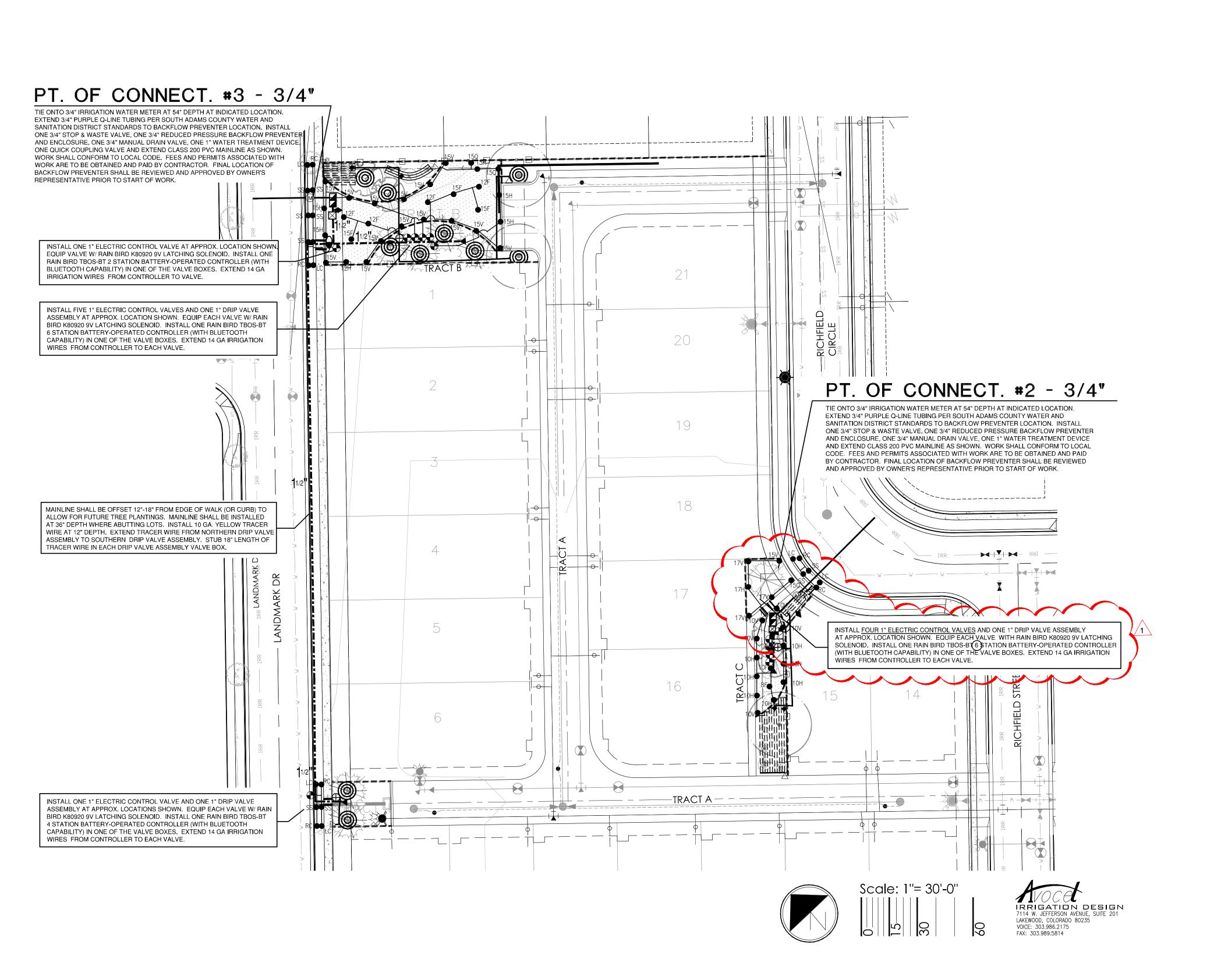




SHEET NUMBER

SHEET 2 OF 15

June 1, 2021



PROJECT NAME

SHEET TITLE

SHEET NUMBER

SHEET 11 OF 15

June 1, 2021



CHANGE ORDER

Reunion Metropolitan District

CHANGE ORDER NO01		DATED: <u>November 01, 2023</u>
CONTRACT FOR: Reunion Filing 27 Landscape Improv	<u>'ements</u>	
OWNER: Reunion Metropolitan District		
CONTRACTOR: Consolidated Divisions, Inc.	AGRI	EEMENT DATE: August 10, 2021
The following changes are hereby made to the Contract Doubtification:	ocuments:	
FCN #1 – Swale Grading Field fit swale grading required at Tract B due to facilities. Total \$3,079.58	drainage co	onflict to avoid existing electrical
DCN #2 – Landscape Adjustments Area planned for Rock/cobble was replaced with sod. Total \$688.48		
*Supplemental information to be provided upon request.		
Adjustment to Contract Price:		
Contract Price prior to this Change Order		\$157,930.52
Net Adjustment Resulting from this Change Order (+or -))	\$3,768.06
Current Contract Price Including this Change Order		\$161,698.58
Contract Time:		
Original Contract Completion Date (365 Calendar Days):		June 30, 2022
Current Contract Completion Date:		June 30, 2023
Change in Contract Completion Date Due to this Change C	Order:	365 Days_
New Contract Completion Date:		June 30, 2024
Reunion Metropolitan District certifies that an adequate app the new contract price including this change order.	ropriation of	funds is available to equal or exceed
REUNION METROPOLITAN DISTRICT	CONSOLI	DATED DIVSIONS, INC.
District Board Representative		



CHANGE ORDER RECOMMENDATION

Reunion Metropolitan District

CHANGE ORDER NO06	DATED: September 26, 2023
CONTRACT FOR: Reunion Metropolitan District F37 Lands	cape Improvements
OWNER: Reunion Metropolitan District	
CONTRACTOR: Brightview Landscape Development	AGREEMENT DATE: August 6, 2020
The following changes are hereby made to the Contract Docum	nents:
Justification: FCN #9 – Booster Pump, Sleeving, Bollards The proposed bollards for Tract T were found to be too as designed and were switched to a larger size & quantity. Ac The booster pump at 16300 E 111th Drive for Tap #8 was dama \$25,867.00	lditional sleeving was required for Tract X.
FCN #10 – Maintenance Deduction 1. Brightview failed to mow F37 tracts for weeks, install on a monthly basis. Total (\$6,541.66)	rock in a tract, and failed to weed the tracts
Enclosures: FCN #9, FCN #10	
Adjustment to Contract Price: Original Contract Price Contract Price prior to this Change Order Net Adjustment Resulting from this Change Order (+or -) Current Contract Price Including this Change Order	\$ 1,477,072.48 \$ 1,755,440.57 + \$19,325.34 \$ 1,774,765.91
Contract Time: Current Completion Date Schedules 1A & 1B (90 Calendar Date Original Contract Completion Date Schedules 2B,2C,3,4B,5,6,6). Change in Contract Completion Date Due to this Change Orde New Contract Completion Date:	,7: September 30, 2022
Issued by: Mulul Jor JR ENGINEERING BY: Michele Tom Date: 0/26/23	

FIELD CHANGE NOTIFICATION

PROJECT: F37 RMD LANDSCAPE IMPROVEMENTS BID SCHEDULE 37-6 PROJECT NO. **14421.15**

FIELD CHANGE NO.

9

PROPOSED CHANGE DESCRIPTION

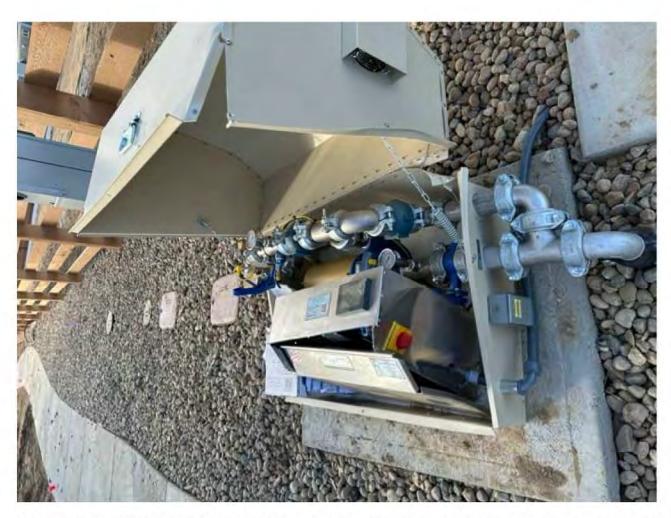
The purpose of this Field Change Notification is to document an additional costs for a required booster pump replacement, sleeving, and a change in bollard sizing.

The bollards for Tract T were delivered onsite and were found to be too small to keep cars from accessing the Tract as designed. Terracina worked with the SACWSD Fire Department on the number of bollard and the size to find a better solution. The solution is to install 3 - 48" height bollard at each end (see attached plan sheet and Fire Department approval). The costs of the original bollards will be deducted out.

Brightview had to bore 120 linear feet of sleeving under the existing sidewalk in Tract X. This was additional sleeving that was not accounted for in the contract.

The booster pump at 16300 E 111th Drive for Tap #8 was damaged by others. The original booster pump was set in August of 2022 and the initial acceptance of this pump and landscaping was granted in October 2022. In February of 2023 during the one year warranty period, Brightview noticed the pump had been hit (see pictures below taken by JR Engineering on 2/28/23). There were tracks from workers building the house near there, but no one saw the incident. Brightview had to replace the entire booster pump due to the extensive damage to the outside and the pump on the inside.





The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FCN. The Contractor shall be compensated for the work as shown in the table below. FCN's shall be added to the Contract by signed change order.

DESCRIPTION	QUANTITY CHANGE	UNIT	UN	IT PRICE	COST
Bollards (FCN #8 Costs)	1	LS	\$	(1,779.00)	\$ (1,779.00)
Larger Bollards for Tract T	1	LS	\$	7,171.00	\$ 7,171.00
Bore Sleeving Under Existing Sidewalks - Tract X	1,	LS	\$	1,466.00	\$ 1,466.00
Booster Pump Replacement - Tap #8	1	LS	\$	19,009.00	\$ 19,009.00

TOTAL \$ 25,867.00

-		
	FIELD CHANGE REQUEST (FCR No.))
	☐ REQUIRED MODIFICATIONS TO DI	ESIGN/SPECIFICATION
	☐ DISPOSITION OF NONCONFORMIN	GITEM
	CHANGES IN REGULATORY/OTHER	REQUIREMENTS
PER DESCRIPTION LISTED ABOVE	☐ OTHER	
EXHIBITS ATTACHED \(\subseteq \text{NO}	▼ YES, IF YES, CHECK	APPLICABLES BOXES
▼ COPIES OF MARKED-UP AREA(S) OF	DRAWING(S)	
FIELD CHANGE REQUEST FOR (FCR N	O) OTHER (Describe)	Brightview's PCI #00014.1, Approved Booster Pump Submittal, Brightview's Extra Work Form, Brightview's Pricing, SACWSD Fire Dept. Bollard Approval
COMMENTS	SCHEDULE ERECTED/PLACEME	ENT DATE(S)
ORIGINATOR: JR ENGINEERING		DATE <u>8/8/2023</u>
DISTRIBUTION (Check as applicable)		
▼ JR ENGINEERING Project Engineer: Michele	Tom	
▼ BRIGHTVIEW: Joshua Aylesworth/ William	Coisman	
☐ JR ENGINEERING: Surveyor: Travis Colander		
▼ REUNION METRO DISTRICT: Aaron Clutter		
JR ENGINEERING Mobil Sor Project Engineer	9/5/23 Date	



BrightView Landscape Development, Inc.

Potential Change Item

No. 00014

Title: Tract T Bollards

Project: Reunion Metro Dist Filings 37

Attn: Michele Tom

Reunion Metropolitan District 17910 E Parkside Dr N, Commerce City, CO 80022

Phone:

Description Of Estimate:

City Fire Department approved bollards. Material, delivery, and install

Date: May 18, 2023 Job: 111917

Breakdown Of Work

	Description of Work	Quantity	Units	Unit Price	Net Amount
1	Collapsible Bollard - 48" Worthington Direct	6.00	EA	847.00	\$5,082.00
2	Shipping	0.00	LS	0.00	\$380.00
3	Tax	0.00	LS	0.00	\$274.00
4	Misc Install Parts	0.00	LS	0.00	\$50.00
5	Labor	18.00	HR	55.00	\$990.00
6	Booster Pump (Nova 22BF 3 241 A03) including freight	0.00	LS	0.00	\$16,307.00
7	Booster Pump Electrical Install	0.00	LS	0.00	\$1,500.00
8	PM and Super Time	0.00	LS	0.00	\$1,597.00
				Total :	\$26,180.00
This estimate will	extension0 Days I remain in effect for 15 days, unless otherwise noted. After ex	miration, a new est	imate will b	e submitted upon	roqueet

Prepared By:	Approved By:
Seth McCabe	Michele Tom
BrightView Landscape Development, Inc.	Reunion Metropolitan District
Date: Sep 01, 2023	Date:



NOVA SUBMITTAL







JOTE#:		MODEL #:
	SYSTEM SUMI	MARY
	System Flow Rate:	
	Boost Pressure:	
	Voltage/Phase	
Pump	208V/1PH	Options
	208V/3PH	S-Drop Pipes
	240V/1PH	Flow Meter
	240V/3PH	By-Pass
Motor HP	480V/3PH	High Ambient Insulation
	Controls	Low Ambient Insulation
1	Included By	
	Others	
availability al I understand	ows, in order to minimize my project le	or better quality components, as market ead time. unreliable and accept that. I only want the
PROVED BY:		ONNECT TING A INITIALS:

ABOUT PPS

PRECISION PUMPING SYSTEMS' COMPANY & FACILITY FEATURES



State of the Art Manufacturing Facility



Extensive Pump Station Testing Facilities



VFD/ Automation Testing Facility



Large Inventory of replacement equipment & parts

Family Owned & Operated Since 1972



For over 100 years, the Purdy Family has been involved in agricultural irrigation and irrigation/municipal water system sales.

The core staff of PPS has been here from the very beginning. We have decades of accumulated knowledge in our field

We take great pride in the products, support, and services we offer.

Leaders in Variable Speed Pumping Technology



PPS has been integrating VFD's with Pumps for 40 years.

We use the latest technology to create simpler, safer, and more efficient systems. PPS was one of the first pump station manufacturers to effectively implement programmable logic controllers to achieve this goal.

Easy to understand, Easy to operate touch-screens on every system.

Unparalled Service & Support



Personal Service Available 24/7

Free Remote Technical Support for the Life of the System

3 Year Standard Warranty

Professional Start-up & Training Services

Collaborative Design



PPS uses the latest software to design perfectly accurate, top quality pump station designs to ensure premium performance and quality. Precise dimensions and site layout for guaranteed ease of installation. PPS will work directly with site contractors before delivery to ensure an easy and successful installation.

Precision Pumping Systems

6515 S Business Way Boise, ID 83716 (208) 323 - 5300 www.gopps.us





Precision Pumping Systems

6515 South Business Way Boise, ID 83716

Phone: 208-323-5300



Certifications

Quality Management System - ISO 9001:2015

PPS Boise Facility Complies with the requirements of ISO 9001:2015 for the manufacturing of pumping systems, pump control panels, and remote monitoring control systems.

Certificate No: CERT-0138890 File No: 1694007

Issue Date: March 31, 2021 Certificate Expiry Date: March 27, 2024

Safety Management System - (UL 508A / UL QCZJ)

UL 508A - Standard for Industrial Control Panels:

This certifies that the control panel complies with nationally recognized safety standards.

PPS manufactures Control Panels in accordance with the National Electrical code, NFPA 70.

File #: E210861

UL QCZJ - Packaged Pumping Systems:

This certifies that the complete pumping system, including the control panel, complies with nationally recognized safety standards.

682 of ANSI/NFPA 70, "National Electrical Code" (NEC).

File #: E327721

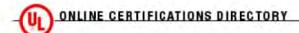
PPS manufactures Packaged Pumping Systems in accordance with Article 680 or



ISO 9001 Quality



In addition to these safety and quality certifications, each pump station undergoes a complete factory dynamic test to ANSI/HI 14.6 and ANSI/HI 9.6.4 standards and specifications.



NITW.E210861 Industrial Control Panels

Page Bottom

Industrial Control Panels

See General Information for Industrial Control Panels

PRECISION PUMPING SYSTEMS

E210861

6515 BUSINESS WAY BOISE, ID 83716 USA

Industrial control panels.

Last Updated on 2009-05-01

Questions? Notice of Disclaimer Page Top

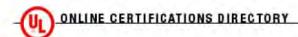
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QCZJ.E327721 Packaged Pumping Systems

Page Bottom

Packaged Pumping Systems

See General Information for Packaged Pumping Systems

PRECISION PUMPING SYSTEMS

E327721

6515 BUSINESS WAY BOISE, ID 83716 USA

Packaged pumping systems, Designated Titan series Cat. Nos. T - Turbine series, followed by additional letter and/or numbers; S - Submersible series, followed by additional letter and/or numbers; CB - Series, followed by additional letters and/or numbers; VMS - Series, followed by additional letter and/or numbers; V - Series, followed by additional letter and/or numbers.

Last Updated on 2009-05-29

Questions? Notice of Disclaimer

Page Top

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An independent organization working for a swier world with integrity, precision and knowledge.







This is to certify that

Purdy Enterprises, Inc.

Precision Pumping Systems 6515 Business Way, Boise, Idaho 83716 USA operates a

Quality Management System

which complies with the requirements of

ISO 9001:2015

for the following scope of certification

Design and manufacture of pumping systems, pump control panels, and remote monitoring and control systems.

Certificate No.: CERT-0138890

File No .: 1694007

Issue Date: March 31, 2021 Original Certification Date: March 29, 2018 Certification Effective Date: March 28, 2021

Certificate Expiry Date: March 27, 2024

Frank Camasta Global Head of Technical Services SAI Global Assurance















Revised 01-06-2023

Precision Pumping Systems Standard Warranty

The equipment furnished as part of this agreement is subject to the original manufacturer's warranty only. In addition, Precision Pumping Systems (PPS) provides the following LIMITED WARRANTY.

Telephone Technical Support

Free-of-charge for the life of your product. After hours fees may apply.

Limited 1-Year Warranty

PPS warrants to the original buyer that its products and systems will be free from defects in material and workmanship for a period of twelve (12) months from the date of placing the Equipment in operation or fifteen (15) months from the date of completion of manufacture of the Equipment, whichever shall occur first.

When notified by Purchaser of a defect which conforms to this Warranty PPS shall, at its sole discretion, correct the defect by performing a suitable repair to the Equipment or by providing a replacement part. This warranty does not apply to equipment that has been damaged, misapplied or modified in any way.

Terms and Conditions:

- 1. Warranty claims must be submitted directly to Precision Pumping System within the valid warranty period. No claims for warranty will be paid without prior approval by PPS.
- 2. The determination regarding defective status of components or products is at the sole discretion of PPS.
- If a component or product is determined to be defective by Precision Pumping System, then PPS shall, at its sole discretion, correct the defect by performing a suitable repair to the equipment or by providing a replacement part.
- Proper start-up and operational procedures must be followed, and the required annual preventative maintenance must be performed by authorized PPS personnel or this warranty shall be void.
- Within the first year after start-up, PPS will cover labor and materials costs. In any subsequent years of the warranty period (if an extended warranty is purchased) only materials costs are covered by this warranty – no labor costs will be paid.

Disclaimers

 PPS shall not be liable for repairs, replacements or adjustments to the Equipment or costs of labor performed by the Purchaser without prior written consent of PPS.

Precision Pumping Systems - 6515 S. Business Way. Boise, ID 83716

Phone: 208-323-5300 www.GoPPS.us





0 9001



Revised 01-06-2023

- All PPS warranty provisions require the Purchaser to operate and maintain the Equipment according to good industry practices and to comply with all recommendations by PPS regarding operation and maintenance.
- 3. PPS systems are equipped with safety features which protect key components from damage. Many of these safety features are overridden when operating the system in "Hand". <u>Operation of the system in "Hand"</u> voids this warranty unless directly authorized by a PPS technician.
- There is no warranty coverage for mechanical pump seals or packing glands unless the failure occurs during the initial start-up of the system.
- Any modifications to the pumping system without written approval by PPS shall void this warranty. Such
 modifications include, but are not limited to, changes to PLC/HMI programming, removing or disabling
 sensors, or adding or removing valves or piping.
- 6. PPS makes no performance warranty unless specifically stated in its proposal.
- 7. The effects of corrosion, erosion and normal wear and tear are specifically excluded from the PPS warranty.
- 8. PPS provides no warranty for used or existing customer owned equipment of any character expressed or implied.
- 9. Blown fuses regardless of cause are excluded. Damages or problems created by or caused by lightning or power surges, low voltage, or other incoming power related problems are excluded from these warranties.
- 10. Damages created by or resulting from excessively dirty water, mud, silt, sand, grass, weeds, or any other organic or inorganic materials, clogged pump intake impellers or suction screens, and/or build-up of sediment in the sump are excluded.
- 11. Natural disasters, misuse, abuse, or misapplication, or other causes beyond PPS' control, and acts of God are excluded from these warranties.
- 12. PPS will not accept any responsibility for the costs associated with systems installed in difficult to access areas including, but not limited to, those requiring cranes in excess of 5 tons, divers, helicopters, excavators, dredges, etc. Determination of difficult to access locations is at the sole discretion of PPS.
- 13. PPS MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABLITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED.
- 14. PPS will assume no liability for any incidental or consequential damages with respect to this contract or the Equipment and services furnished hereunder, in connection with the performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or technical direction covered by or furnished under this contract. This is a commercial transaction.
- 15. It is also agreed that the owner's or purchaser's sole remedy, whether for breach of contract, warranty or in tort, shall be limited to the return of any goods and repayment of the contract price or the costs of repair and replacement of defective goods, at the option of PPS. No claim by the buyer of any kind shall be greater in amount than the net purchase price of the equipment.

Choice of law and arbitration:

Any claim or controversy arising under or relating to this warranty shall be submitted for arbitration and shall be governed by the laws of the state of Idaho.

Precision Pumping Systems - 6515 S. Business Way. Boise, ID 83716

Phone: 208-323-5300 www.GoPPS.us



1 Station Information





Clarity RMS

Give your internet device the same control as your pump station PLC touch screen.

Your system is equipped with a Wireless Modem that enables you to view and access your PLC's Touchscreen via Clarity Remote Monitoring System (RMS).



Remote Monitoring and Controls

Clarity RMS allows you to monitor, adjust, and control your system from any web enabled device. Fault Notifications will be sent to you immediately via SMS or Email. This will allow you to troubleshoot or diagnose your station off site and potentially save you the costly on-site visit.



Save time and money by reducing on-site visits.



Monitor, Adjust, and Control your station from any web enabled device.



Over 100 fault alarms that will notify you via SMS or Email.



Lower the risk of station downtime by making your system adjustments remotely.



PPS is available 24/7 for emergency diagnostics and trouble shooting.

NO THIRD PARTY SOFTWARE REQUIRED!



UL - ## -	1 1		1 .		
ENCLOSURE					
NUMBER OF MAIN PUMPS				1 1	
TYPE OF MAIN PUMPS T=TURBINE S=SUBMERSIBLE C=CENTRIFUGAL V=VMS SC=SPLIT CASE					
DISCHARGE PIPE SIZE					
JOCKEY PUMP					
SJ=SUBMERSIBLE CJ=CENTRIFUGAL VJ=VMS NJ=ND JOCKEY		J			
NUMBER OF OTHER PUMPS HF= HIGH FLOW RC= RE-CIRC PM= PRESSURE MAINT. OT= OTHER XX= NONE					
NUMBER OF FILTERS					
SF= SAF					
VF= VAF EB= EBS					
FT= FILTOMAT					
V2= VAF200					
MS= MINI SIG					
NF= ND FILTER					
FM = FLOW METER FS = FLOW SENSORXX = NONE					
ENCLOSURE					
NI= ND ENCLOSURE INDOOR					
ND= ND ENCLOSURE OUTDOOR					
AL= ALUMINUM					
FR= FRP CT= CONCRETE —					
OT= OTHER					
NP= NON POTABLE PT= POTABLE					



PRE-PACKAGED PUMP STATION

MARINE GRADE ALUMINUM ENCLOSURES

Protect your pump station from the elements with our marine grade aluminum custom enclosures. These enclosures provide life-extending protections—while eliminating the need to build an expensive pump house.





Marine Grade Aluminum Enclosure Features

- 5052 H-32 marine grade aluminum combat corrosion
- · Heat fused, polyester TGIC powder coating
- Thickness: .08"
- Removable bolt-down, single or double roll-off lids
- Lift-off lids and detachable panels
- Locking doors prevent vandalism and intrusion
- Low profile dimensions and design
- Non-slip floor matting

Available Options

- Custom colors available
- Interior and exterior lighting
- Heating, air conditioning and insulation
- Ventilation fans to regulate temperature
- Standard and custom designs
- Stainless Steel

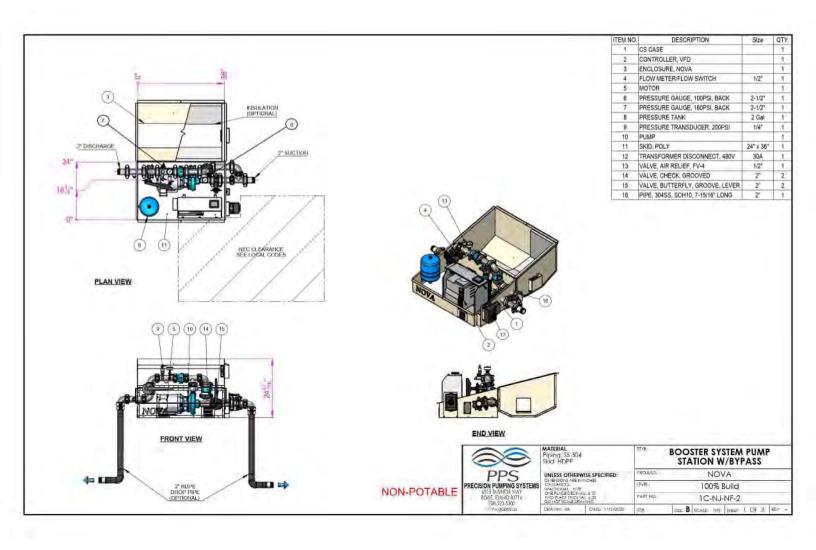
Powder Coat Color Options

PPS Green

PPS Beige

PPS BEIGE IS STANDARD UNLESS REQUESTED OTHERWISE

2 Station Drawing



3 Pump Data



Section 3.1 Duty Pump 22BF



Customer Contact

Phone number Project no. Intellitronic X-20100284

Date

Project

22.06.2023

Email

22BF1HBD0

Operating data

Pump ty pe		Single-Stage End Suction Pump	Fluid		Water
No. of pumps/ Re	serve	1 / 0	Operating temperature t	A °F	39.2
Nominal flow	US g.p.m.	64.99	pH-value at tA		7
Nominal head	ft	58.01	Density at t A	lb/ft³	62.4
Static head	ft	0	Kin, viscosity at t A	ft²/s	1.689E-5
Inlet pressure	psi	0	Vapor pressure at t A	psi	14.5
Environmental ten	nperature °F	68	Solids		0
Available system	NPSH ft	0	Altitude	YY	0

Pump data

Make			Goulds Water Technology		Nominal	US g.p.m.	81.8	(81.8)	
Speed		rpm	3500	Flow	Max-	US g.p.m.	85.7				
No. of stag	es		i		Min-	US g.p.m.					
Max. casing	pressure	psi			Nominal	ft	91.8				
Max. workin	g pressure	psi	56.2	Head	at Qmax	ft	86.8				
Head H(Q=	0)	ft	130		at Qmin	It	129.5				
Weight		lb	95	Shaft ;	oower	hp	3.3	1	3.3	y.	
	Max.	inch	6 3/4	Max. s	haft power	hp	3.4				
impeller R	designed	tnch	5 3/4	Efficie	ncy	%	57-16				
	Min.	inch	3 13/16	NPSH	3%	ft	23.4				

Shaft Seal

Make	John Crane
Type of Shaft Seal	Type 21
Decal Material Contr	Carrie and Disks

Seal Material Code Car/Cer/BUNA/316 SS (10K13) (Std.)

 1 - Rotary
 Carbon

 2 - Stationary
 Ceramic

 3 - Elastomers
 BUNA-N

 4 - Metal Parts
 316 SS

Motor data

Manuf acturer	Baldor	Electric voltage	230 V	Speed	3600 rpm
Specific design	3 PH ODPE	Electric current	7.6 A	Frame size	145JM
Туре	230/460V 145JM (C09A32F4BC2S)	Rated power	3 hp	insulation class	В
		Degree of protection	IP 55	Colour	RAL 5010

Remarks:



Customer Date 22.06.2023

Contact Project

Phone number Project no. Intellitronic X-20100284

Email



22BF1HBD0

PumpMaterials

 100 - Casing
 Cast Iron ASTM A48 CL 20

 101 - Impeller
 Silicon Bronze ASTM B584, C87500

103 - Casing wear ring Bizmuth Brass

108 - Adapter Cast Iron ASTM A48 CL 30

 126 - Shaft sleeve
 AISI Type 300 Series Stainless Steel

 198 - Impeller bolt
 AISI Type 300 Series Stainless Steel

 199 - Impeller washer
 AISI Type 300 Series Stainless Steel

178 - Impeller Key Carbon Steel

370 - Hex head cap screw (adapter to case) Steel SAE 1200 Grade 5
371 - Hex head cap screw (adapter to motor) Steel SAE 1200 Grade 5

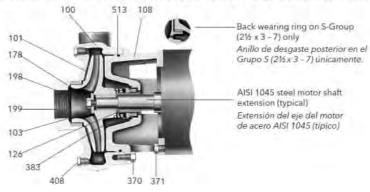
371 - Hex head cap screw (adapter to motor) Steel SAE 1200 Grade 383 - Mechanical seal Refer Mechanical Seal

408 - Pipe plug 1/4" or 3/8" Steel

513 - O-ring

Steel BUNA-N

3656 S-GROUP MATERIALS OF CONSTRUCTION MATERIALES DE CONSTRUCCIÓN - GRUPO S, MODELO 3756



Remarks:



Customer Date 22.06.2023

Contact Project

Phone number Project no. Intellitronic X-20100284

Email



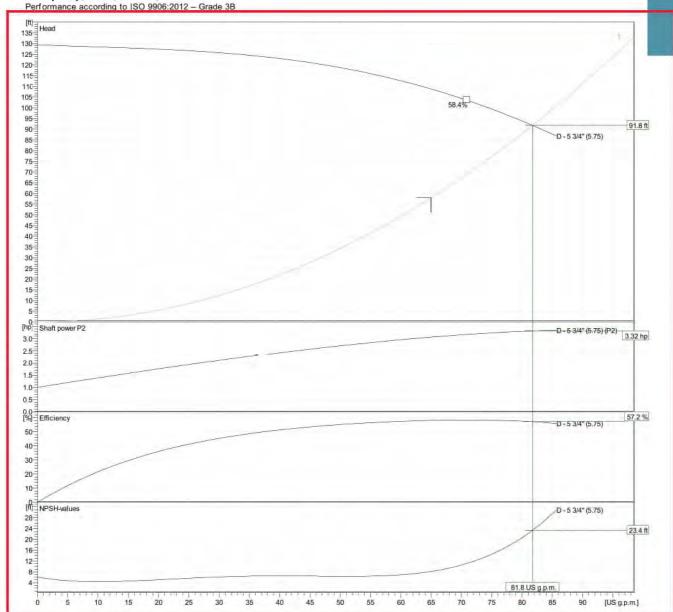
22BF1HBD0

Hydraulic Data

Operating Data Specification		Hydraulic da	ta (duty point)	Impeller design	
Flow	65 US g.p.m.	Les to American		Impeller R	5 3/4 inch
Head	58 ft	Flow	81.8 US g.p.m.	Frequency	60 Hz
Static head	0 ft	Head	91.8 ft	Speed	3500 rpm

Power data referred to:

Water [100%] ; 39.2°F; 62.4lb/ft*; 1.69E-5ft*/s





 Customer
 Date
 22.06.2023

 Contact
 Project

 Phone number
 Project no. Intellitronic X-20100284

 Email
 Project no. Intellitronic X-20100284

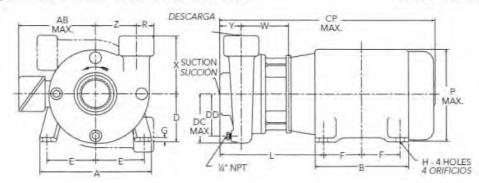


22BF1HBD0

Drawing

3656 S-GROUP DIMENSIONS AND WEIGHTS GRUPO S, MODELO 3656 - PESO Y DIMENSIONES

MECHANICAL SEAL SELLO MECÁNICO



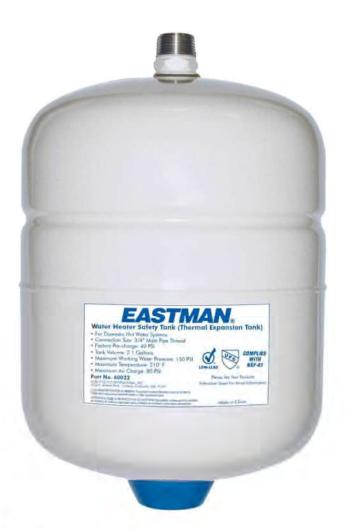
Dimensions Inch

Dimensions	Value	
A AB (Max.) B D E F G H L P (Max.)	6"/1/16 61'5/16 61'2 31'12 22'14 22'14 21'3 116 7"/6	

Weight 95 lb

4 Spec Sheets

Section 4.1 Pressure Tank



Product Overview

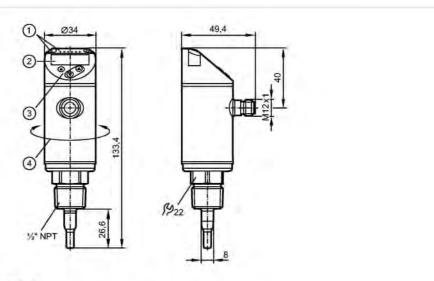
Eastman thermal expansion tanks are designed to prevent backflow from residential water heaters. The tank is for 30 gal. to 60 gal. Maximum working pressure 150 psi and maximum operating temperature is 210°F.

- 3/4 in. MIP connection
- Factory pre-charged at 40 PSI
- 304 stainless steel fittings
- Butyl rubber diaphragm
- 2 Gal. capacity

Specifications

Dimensions	100		
Product Depth (In.)	8 Inches	Product Height	12.5 Inches
Product Diameter	8.3 Inches	Product Width	8 Inches
Details			
Container Size	2 Gallons	Maximum Capacity	2 Gallons
Finish	White	Product Weight	5 Pounds

Section 4.2 Flow Meter



- 1: LEDs (display unit / switching status)
- 2: 4-digit alphanumeric display / alternating indication of red and green

[V]

3: Programming buttons

Voltage drop

Analog output

Short-circuit protection

Overload protection

4: Upper part of the housing can be rotated by 345°



Product characteristics		
Flow sensor		
M12 connector		
Process connection: 1/2" N	PT	
Probe length L: 26.6 mm		
Operating modes: relative,	absolutely	líquid, absolutely gaseous
Setting range for relative m	ode: 019	0.5 fps (liquids) and 0656 fps (gases)
Application		
Application		water, glycol solutions, air, oils (low-viscosity oils with viscosity ≤ 40 mm²/s at 40°C; high-viscosity oils with viscosity > 40 mm²/s at 40°C)
Pressure rating	[psi]	1450
Medium temperature	[°F]	-4194
Electrical data		
Electrical design		DC PNP/NPN
Operating voltage	[V]	1830 DC
Current consumption	[mA]	< 100
Protection class		III
Reverse polarity protection		yes
Outputs		
Output function		OUT1: normally open / normally closed programmable or frequency or IO-Link OUT2: normally open / normally closed programmable or frequency or analog (420 mA scaleable)
Current rating	[mA]	250

< 2.5

yes (non-latching)

yes

4...20 mA

SA6010

SAN12XDBFRKG/US-100 Flow sensors

Max. load	[Ω]	350			
Frequency range [Hz]		01000			
Measuring / setting range					
Flow monitoring					
Measuring range		0.159.85 fps (liquids)	6328 fps (gases)		
- V SI		Setting range for relative mode: 01	9.5 fps (liquids) and 0656 fps (gases)		
Temperature monitoring	¥		***		
Measuring range	[°F]		194		
Resolution	[°F]		0.5		
Accuracy / deviations					
Flow monitoring	el	, let as a new			
Accuracy [% of the fina	± (7 % MW + 2 % MEW); For relative mode in the measuring range with: water 68158 °F; straight pipe let of 5 ft; DN25 (DIN 2448); mounting position according to the instructions.; The accuracy can vary in other media and installation positions.				
Temperature drift		0.01 fps x 1/K (< 68 °F; > 158 °F)		
Repeatability		0.05 m/s; Value applies to wat	ter with 0.053 m/s flow velocity		
Max. temperature gradient of medium	[K/min]		100		
Temperature monitoring					
Accuracy	[K]		0.3 *) 1 **)		
Temperature drift			03 K/°F		
Reaction times					
Power-on delay time	[s]		10		
Flow monitoring	[-1				
Response time	[s]	0.5 (7	TO9) ***)		
Temperature monitoring					
Response time	[s]	1.5 ((T09) *)		
Software / programming					
Programming options		damping; teach function; display can	ic; current / frequency output; fluid selection, be rotated/switched off; standard unit of blour process value		
Interfaces					
IO-Link Device					
Transfer type		COM2 (3	88.4 kBaud)		
IO-Link revision			1.1		
SDCI standard		IEC 6	51131-9		
IO-Link Device ID		537 d / 00	02 19 h ****)		
Profiles		Smart Sensor: Process Data Variable	; Device Identification; Device Diagnosis		
SIO mode			yes		
Required master port class			A		
Process data analogue			2		
Process data binary		2			
Min. process cycle time	[ms]		3		
Environment					
Ambient temperature	[°F]	-40	176		
Storage temperature	[°F]	-40	212		

SA6010

SAN12XDBFRKG/US-100 Flow sensors

C/ 11/12/10/01/11/11/07/03/11		11011 00110010
Protection		IP 65 / IP 67
Tests / approvals		
EMC		DIN EN 60947-5-9
Shock resistance		DIN EN 60068-2-27 50 g (11 ms)
Vibration resistance		DIN EN 60068-2-6 20 g (102000 Hz)
MTTF	[Years]	143
UL approval number		1003
Mechanical data		
Process connection		1/2" NPT
Materials (wetted parts)		stainless steel (316L / 1.4404)
Probe length L	[mm]	26.6
Housing materials		stainless steel (316L / 1.4404); 301 / 1.4310 (V2A); PBT-GF 20; PBT-GF 30
Weight	[kg]	0.293
Displays / operating e	lements	
Display		Display unit 6 x LED green (%, fps, gpm, cfm, °F, 10³) Switching status 2 x LED yellow 4-digit alphanumeric display / alternating indication Measured values of red and green
Electrical connection		
Connection		M12 connector; gold-plated contacts
Core colors BK black BN brown BU blue WH white	- - - - - -	Colours to DIN EN 60947-5-2 DUT1: 3 selection options switching output flow rate monitoring frequency output flow rate monitoring IO-Link DUT2: 7 selection options switching output flow rate monitoring switching output flow rate monitoring switching output flow rate monitoring switching output temperature monitoring analogue output flow rate
Remarks	-	analogue output temperature frequency output flow rate monitoring frequency output temperature monitoring input "External Teach"
Remarks		MW = measured value MEW = final value of the measuring range *) Value applies to water with 1 9.85 fps flow velocity **) The value applies in case of air with > 32.8 fps flow velocity ***) Value applies to water (other media: glycol 0.8 s; air: 7 s; oil: 1.8 s. TO9 in each case)

s, T09 in each case)

544 d / 00 02 20 h (LIQU) 551 d / 00 02 27 h (GAS)

****) The value applies if the relative mode in case of factory setting (REL) is selected, for other operating modes the following values



Authorization for Extra Work

Date		INTERNAL USE ONLY						
Client Name			Client Number					
Job Name			Job Number/Coding					
Description o	of Work		Purchase/Wor	rk Order				
			Ta	x Code:				
OTHER NOTES	6			copy of	nd invoice back t signed approval l			
No.	Type of Labor, Equipment or Materia	ls Used		irs or intity	Unit Cost	Total		
1 1 1								
	THIS IS NO	T AN INVOI	CE					
written authorizat of the Contractor copies (with the o office promptly	or Owner. Give Customer (Copy) to the agent. ALL other sception of the Field Copy) MUST be submitted to your branch inpon completion of the work.		o perform the wor office for payment with the "General to the reference.	k. An invo	ice accompanied by a vork is completed. Al onditions" which are p	copy of this order I work will be rinted on reverse		
App	roved by BrightView Representative	Approved by	Client Rep	oresenta	tive	Date		

Michele Tom

From: Ryan Doherty <RDoherty@sacfd.org>
Sent: Monday, March 27, 2023 11:58 AM

To: Sarah Moll

Subject: RE: Fire access in Reunion

Attachments: ~WRD0003.jpg

Follow Up Flag: Follow up Flag Status: Flagged

Hello Sarah,

I found out the ground clearance is 9 inches, which should be plenty for your design. Looks like you're good to go.

Respectfully,



Ryan Doherty
Captain / Deputy Fire Marshal
South Adams County Fire Department
6050 Syracuse Street
Commerce City, CO 80022
PH 303-288-0835 FAX 303-288-5977
DIRECT 720-573-9788

Email: rdoherty@sacfd.org Web Site: www.sacfd.org

From: Sarah Moll <smoll@terracinadesign.com>

Sent: Monday, March 27, 2023 11:51 AM To: Ryan Doherty < RDoherty@sacfd.org>

Subject: RE: Fire access in Reunion

Hi Ryan,

Following up with you regarding our bollards. Do you have direction for us?

Thank you,

Sarah Moll, PLA ASLA Associate Principal

Office: 303-632-8867 ex. 113 Cell: 303-803-3028 Email: SMoll@TerracinaDesign.com

Terracina Design

From: Sarah Moll

Sent: Monday, March 13, 2023 9:12 AM
To: Ryan Doherty < RDoherty@sacfd.org>
Subject: RE: Fire access in Reunion

Good morning, Ryan.

I wanted to check in with you. Do you have direction for us regarding your new apparatus requirements?

Thank you,

Sarah Moll, PLA, ASLA

Associate Principal

Office: 303-632-8867 ex. 113 Cell: 303-803-3028

Email: SMoll@TerracinaDesign.com

Terracina Design

From: Ryan Doherty <RDoherty@sacfd.org>
Sent: Wednesday, February 15, 2023 11:07 AM
To: Sarah Moll <smoll@terracinadesign.com>

Subject: RE: Fire access in Reunion

Good Morning Sarah,

Thank you for your patience. We've seen bollards similar to this before and they are not a problem when properly spaced. Our newest apparatus has a different ground clearance than our current fleet so I'm getting an updated apparatus specification file from our maintenance shop. When I have this, I will send it to you. You can place as many bollards as you would like as long as ground clearance and tire clearance are adequate.

Respectfully,



Ryan Doherty
Captain / Deputy Fire Marshal
South Adams County Fire Department
6050 Syracuse Street
Commerce City, CO 80022
PH 303-288-0835 FAX 303-288-5977
DIRECT 720-573-9788

Email: rdoherty@sacfd.org

Web Site: www.sacfd.org

From: Sarah Moll <smoll@terracinadesign.com>
Sent: Wednesday, January 18, 2023 10:36 AM
To: Ryan Doherty <RDoherty@sacfd.org>
Subject: RE: Fire access in Reunion

Hi Ryan,

Please find the attached to be our exhibit showing the placement of our bollards. I have them shown spaced at 5'-0" on center.

We like this bollard: https://www.worthingtondirect.com/2901-collapsible-bollard-48.htm

We are hoping adding the stop sign graphics will help the community understand this is not a road. We would like to use the 48" height.

Please let me know what you think. Thanks, Ryan.

Thank you,

Sarah Moll, PLA, ASLA

Associate Principal

Office: 303-632-8867 ex. 113 Cell: 303-803-3028

Email: SMoll@TerracinaDesign.com

Terracina Design

From: Ryan Doherty <RDoherty@sacfd.org>
Sent: Tuesday, January 17, 2023 8:15 AM
To: Sarah Moll <smoll@terracinadesign.com>

Subject: RE: Fire access in Reunion

Good Morning Sarah,

Please provide me with specs for your proposed changes including a sheet showing the layout. More bollards generally are not an issue as long as our trucks can get past them. I've seen collapsible bollards installed so our wheel base width straddles them as we drive past.

Respectfully,



Ryan Doherty
Captain / Deputy Fire Marshal
South Adams County Fire Department

6050 Syracuse Street Commerce City, CO 80022 PH 303-288-0835 FAX 303-288-5977 DIRECT 720-573-9788

Email: rdoherty@sacfd.org Web Site: www.sacfd.org

From: Sarah Moll <smoll@terracinadesign.com>

Sent: Monday, January 16, 2023 5:04 PM **To:** Ryan Doherty < <u>RDoherty@sacfd.org</u>>

Subject: Fire access in Reunion

Hello Ryan,

We have a fire access tract in Reunion Filing 37. Page one of the attached will show you a vicinity map of the development: located at 112th and Parkside Drive.

We have a fire access tract. Tract F, shown on page 11. Detail A sheet L1.9. We located bollards at the book ends of this tract. The bollard detail is shown on page 15, sheet L2.2. Turns out, they are rather tiny. I have attached an image for your reference.

We would like to change the bollard, for the obvious reasons. We are also wondering if we can add a third bollard.

Are you the right person to talk about this with me? If not, can you direct me to the right person, please?

Thank you,

Sarah Moll, PLA, ASLA

Associate Principal

Office: 303-632-8867 ex. 113 Cell: 303-803-3028

Email: SMoll@TerracinaDesign.com



Terracina Design

10200 E. Girard Ave Suite A-314 Denver, CO 80231

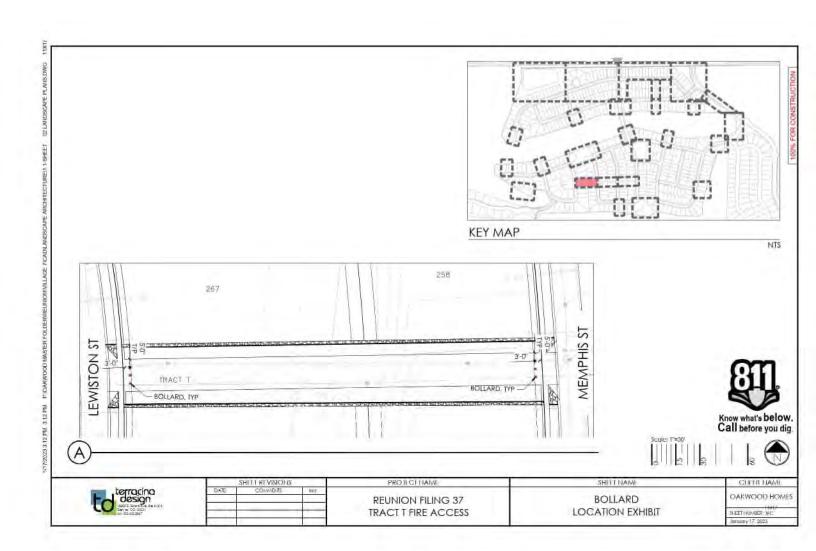
www.TerracinaDesign.com







PLANNING • LANDSCAPE ARCHITECTURE • CIVIL ENGINEERING



FIELD CHANGE NOTIFICATION

PROJECT: PROJECT NO. FIELD CHANGE NO.

F37 RMD LANDSCAPE IMPROVEMENTS ALL BID SCHEDULES

14421.15

10

PROPOSED CHANGE DESCRIPTION

The purpose of this Field Change Notification is to document the failure of maintaining F37 landscape as contracted. Brightview failed to mow F37 tracts for weeks, install rock in a tract, and failed to weed the tracts on a monthly basis, all of which resulted in homeowner complaints and violations from the City. Brightview was contacted multiple times by email and/or phone to weed and mow the tracts. One month of maintenance will be deducted from the contract.

FCN's shall be added to the Contract by signed change order.

DESCRIPTION	QUANTITY CHANGE	UNIT	UNIT PRICE	COST
Maintenance Deduction	1	LS	\$ (6,541.66)	\$ (6,541.66)

TOTAL \$ (6,541.66)

		162 Page 2 of 2
▼ FIELD CHANGE REQUEST (FCR No.)		(R No.)
	☐ REQUIRED MODIFICATIONS	TO DESIGN/SPECIFICATION
	☐ DISPOSITION OF NONCONFORMING ITEM	
	CHANGES IN REGULATORY/O	OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE	☐ OTHER	
EXHIBITS ATTACHED NO	✓ YES, IF YES, CH	IECK APPLICABLES BOXES
\square COPIES OF MARKED-UP AREA(S) OF I	DRAWING(S)	
FIELD CHANGE REQUEST FOR (FCR NO	O)	ribe) Homeowner Complaint Emails, City Violation
COMMENTS	SCHEDULE ERECTED/PLA	CEMENT DATE(S)
ORIGINATOR: JR ENGINEERING		DATE <u>9/25/2023</u>
DISTRIBUTION (Check as applicable)		
▼ JR ENGINEERING Project Engineer: Michele	Tom	
▼ BRIGHTVIEW: Joshua Aylesworth/ Dylan Fu	trell	
☐ JR ENGINEERING: Surveyor: Travis Colander/	Jamie Goodson	
▼ REUNION METRO DISTRICT: Aaron Clutter	Raul Martinez	
JR ENGINEERING		
Mulul Jor- Project Engineer	9/26/23 Date	

Michele Tom

From: Michele Tom

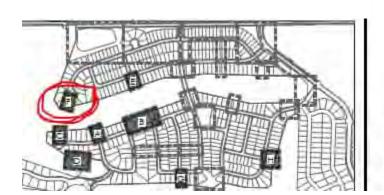
Sent: Friday, August 4, 2023 12:27 PM

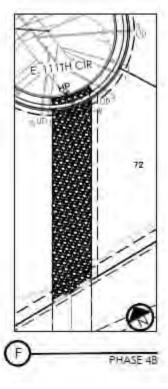
To: Jorge Gonzalez-murillo; William Coisman **Subject:** FW: Filing 37 - Phase 4B - Tract DD Landscaping

Attachments: IMG_1159.jpg; Reunion 37 - Phase 6 & 7 - Clean Up Map (3).pdf

Importance: High

Hey, can we get the rock installed in this tract asap?





Thanks Michele

From: Gallatin, Ross < RGallatin@OakwoodHomesCO.com>

Sent: Friday, August 4, 2023 12:21 PM

To: Michele Tom <mtom@jrengineering.com>; Raul Martinez <rmartinez@reunionmetro.org>

Cc: Tim Graf <TGraf@jrengineering.com>

Subject: Filing 37 - Phase 4B - Tract DD Landscaping

Hi All,

I was contacted by our Vertical Team this morning about some complaints from the home owners that live on either side of Tract DD in Filing 37 – Phase 4B. The Tract has some water pooling issues and it looks like there hasn't been any native seed planted yet. There are still several lots in this phase under construction but this Tract is finished.

Would you guys be able to let me know if this Tract belongs to Oakwood, HOA or Metro District? If metro district, is Brightview scheduled to Landscape this area sometime soon?

I've attached a map showing the Tract DD location and pic for reference.

Thank You,

Ross Gallatin

Land Development Project Manager | Denver

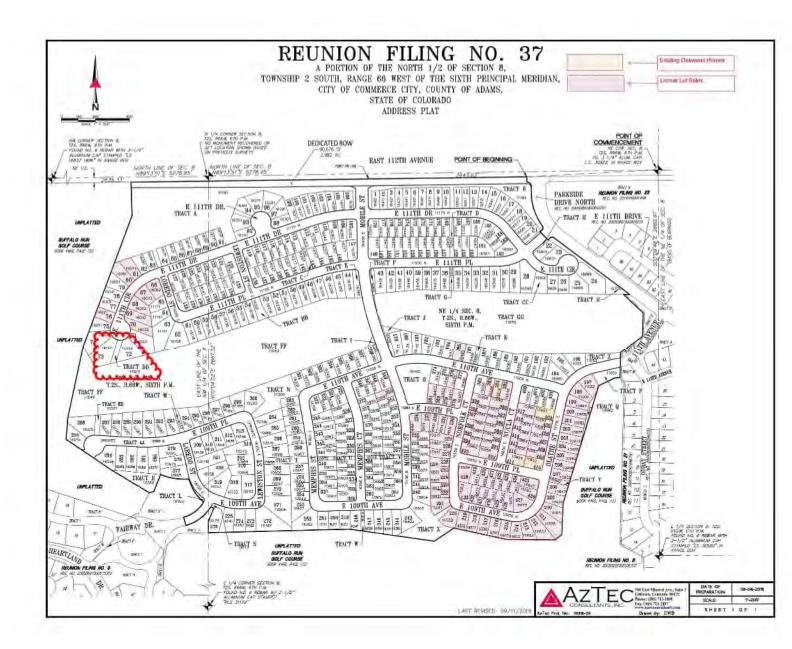
M: 720-691-6373



A Berkshire Hathaway Company

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To view our privacy policies, please visit https://www.claytonhomes.com/privacy/







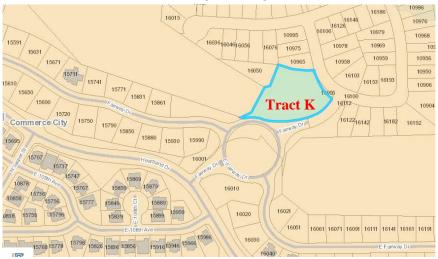
Re: Reunion Tract Transfer

Date when weeds were brought to Brightview's attention.

A meeting was held on site with Joseph Grengs, Lori Huffman, Aaron Clutter, Ross Gallatin, Raul Martinez, and Michele Tom on July 7, 2023. The following items were discussed:

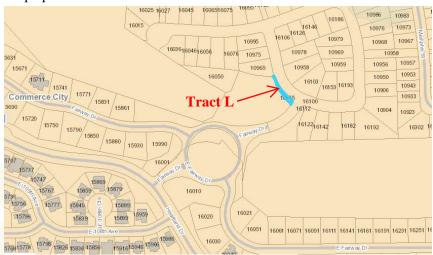
Reunion Filing No. 9 Tract K

- HOA is interested in the Tract transfer to the Gallery and will discuss with the Board.
- Reunion will mow and spray the tract for weeds next week (7/10).
- There was discussion of the HOA extending their irrigation into the treelawn that is part of the tract.



Reunion Filing No. 37 Tract L

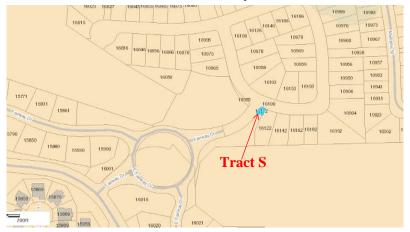
- HOA is interested in the Tract transfer to the Gallery and will discuss with the Board.
- Reunion will mow and spray the tract for weeds next week (7/10).
- JR Engineering with get with the landscape architect to see why the treelawn was not part of the F37 landscape plans.





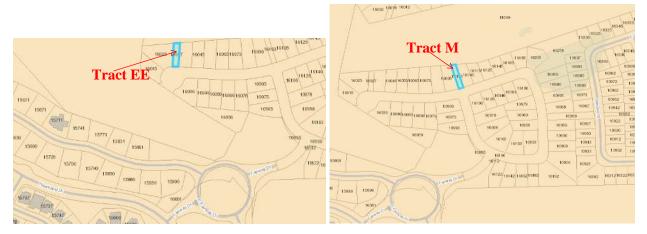
Reunion Filing No. 37 Tract S

• HOA is interested in the Tract transfer to the Gallery and will discuss with the Board.



Reunion Filing No. 37 Tracts EE & M

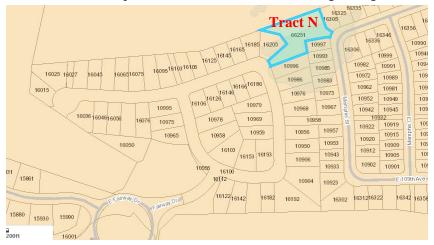
- HOA is interested in the Tract transfer to the Gallery and will discuss with the Board.
- The tract is under a warranty/maintenance period. JR Engineering will get with the landscape company to get the weeds sprayed. The tract will require a final walk through in October '23 at the end of the warranty/maintenance period. The tract will be ready for transfer at that time.



Reunion Filing No. 37 Tract N

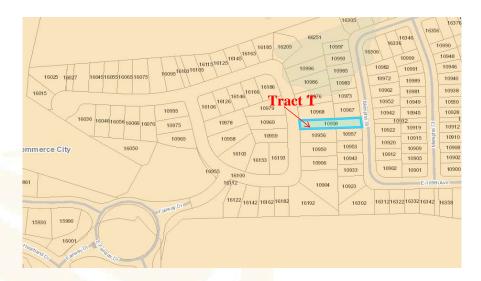
- HOA will need to discuss further with the Board if they would like to take the tract or not.
- This tract is fed from Tap #7 and the water bill would need transferred along with the tract. JR Engineering will look into the process for getting the water bill turned over with SACWSD if the Gallery decides they want the tract. Michele can also send over plans/specs for the Tap components.
- It was mentioned there is a maintenance path for both SACWSD & RMD that runs through the tract and both agencies would need access to the tract.
- Oakwood is currently working with Richmond on possible drainage issues in the tract.

• Joseph mentioned they had been working with Adam from Oakwood to possibly install bollards with or without chains to keep unwanted vehicles from accessing through the tract.



Reunion Filing No. 37 Tract T

- HOA will need to discuss further with the Board if they would like to take the tract or not.
- This tract is fed from a Tap that belongs to RMD. This would require a sub-meter to the main meter and the Gallery would be billed by Reunion. It was also discussed the Gallery could do away with irrigating the tract and install rock or leave the current planted native to grow without water and cap the line.
- The tract is a fire access. Michele mentioned the plans call for collapsible bollards at each end that were approved by the fire department. The bollards are scheduled to be installed by the end of July.
- It was discussed to add large rocks in the treelawn area at the end of the tract to keep unwanted vehicles/4-wheelers from driving through the tract.





Reunion Filing No. 37 Tract AA

- HOA is interested in the Tract transfer to the Gallery and will discuss with the Board.
- The HOA would like to walk with Oakwood for a final acceptance walk through. It was agreed the walk should take place as soon as possible so Oakwood could address any issues while they have the weather & workers to fix any issues.
- Oakwood & RMD will look into placing rock into the treelawn and on the other side of the sidewalk within Tract AA. The HOA members on the walk decided the rock should match the rock of the 2 adjacent properties.
- Michele will get with the Buffalo Run Golf Course manager to see if they will put up a fence to close off the golf course property.



Please let me know if I inadvertently left out any information from today's walk.

Sincerely,

Michele Tom

JR ENGINEERING, LLC

Joseph Grengs, The Gallery HOA cc: Lori Huffman, The Gallery HOA Ross Gallatin, Oakwood Homes Aaron Clutter, JR Engineering Greg Saia, Oakwood Homes Raul Martinez, Reunion Metropolitan District

Michele Tom

From: Gallatin, Ross < RGallatin@OakwoodHomesCO.com>

Sent: Tuesday September 5, 2023 3:11 PM

To: Joseph Grengs; Michele Tom

Cc: Aaron Clutter; Saia, Greg; Raul Martinez; Russ Martinez (russ.martinez@Yahoo.com); Lori

Huffman; Nick Forcier (NICKBODGAR@gmail.com); Tiffany Ducret

(tdugretreunionhoa@gmail.com); Rebecca Toczylowski

RE: [EXTERNAL] Re: Gallery Tracts

Weeds still not dealt

with months later

Hi Josepn,

Subject:

I've provided a couple updates below:

Also, we're still waiting on several items:

- 1. Walkthrough of the roads with Oakwood, so we can formally accept ownership of them to GAR. Will plan to coordinate this with the group in September. Probably the week of September 18th or 25th.
- 2. Removal of weeds in tracts EE and M (previously mentioned pulling weeds, but this needs to be done, along with spraying to minimize the return)
- 3. Removal of rock piles in tract K I'm coordinating with one of our contractors on this. We will be on-site tomorrow to determine how many trucks might be needed. I'm going to see if we can get this done in next 2-3 weeks.
- 4. De-weeding and addition of rock for segment of sidewalk at the end of the cul de sac on 109th Pl

Tract N – I've been in contact with Samantha Dietz about some potential options to resolve the drainage issues in her backyard. I will have my contractor out tomorrow discuss options.

Ross Gallatin

Land Development Project Manager | Denver

M: 720-691-6373



A Berkshire Hathaway Company

From: Joseph Grengs < jgrengs.thegalleryhoa@gmail.com >

Sent: Friday, September 1, 2023 1:35 PM **To:** Michele Tom <mtom@jrengineering.com>

Cc: Gallatin, Ross <RGallatin@OakwoodHomesCO.com>; Aaron Clutter <aclutter@jrengineering.com>; Saia, Greg <GSaia@OakwoodHomesCO.com>; Raul Martinez <rmartinez@reunionmetro.org>; Russ Martinez (russ.martinez@Yahoo.com) <russ.martinez@yahoo.com>; Lori Huffman <lhuffman@msihoa.com>; Nick Forcier

(NICKBODGAR@gmail.com) <nickbodgar@gmail.com>; Tiffany Ducret (tducretreunionhoa@gmail.com)

<tducretreunionhoa@gmail.com>; Rebecca Toczylowski <Becky.gallery@outlook.com>

Subject: Re: [EXTERNAL] Re: Gallery Tracts

Hello again!

It looks like the bollards and boulders were installed earlier this week. Thank you for taking care of that! I unfortunately, however, need to ask if there is any chance of swapping the boulders that have been put in with larger

ones and maybe adding 2 on each side. Unfortunately, the intent of the boulders being added in have had no effect, as we just had an incident of 2 4-wheelers going through the emergency access road, driving over the top of the boulders (I have video to confirm). Is there any chance to have you swap them out?

Also, we're still waiting on several items:

- 1. Walkthrough of the roads with Oakwood, so we can formally accept ownership of them to GAR.
- 2. Removal of weeds in tracts EE and M (previously mentioned pulling weeds, but this needs to be done, along with spraying to minimize the return)
- 3. Removal of rock piles in tract K
- 4. De-weeding and addition of rock for segment of sidewalk at the end of the cul de sac on 109th Pl

I know we still owe you the determination if we want to accept tract N and T into the GAR. I'll follow up with the board on this and get back to you.

Please let me know if you have any questions.

Thank you!

Joseph Grengs Secretary - The Gallery at Reunion HOA

On Wed, Aug 23, 2023 at 4:18 PM Joseph Grengs < jgrengs.thegalleryhoa@gmail.com > wrote:

I'll expect the bollards in no later than Friday.

For tracts EE and M, will the rock also be sprayed to help prevent new growth...at least for a while? Simply pulling weeds lasts for like 2 weeks.

On Wed, Aug 23, 2023, 3:57 PM Michele Tom < mtom@jrengineering.com> wrote:

Hi Joseph,

Sorry for the delay on the bollards... When he went to pick up the bollards yesterday, the access was locked and the PM with the key was on vacation. He said he will go back out tomorrow to get them and still hopes to have them installed by Friday.

The superintendent for Brightview is heading over now to look at the weeds in Tracts EE & M. He said he will most likely (depending on how bad they are) hand pull them out tomorrow.

Thanks

Michele

From: Joseph Grengs < jgrengs.thegalleryhoa@gmail.com >

Sent: Wednesday, August 23, 2023 9:46 AM

To: Michele Tom < mtom@jrengineering.com>

Cc: Gallatin, Ross < RGallatin@oakwoodhomesco.com >; Aaron Clutter < aclutter@jrengineering.com >; Saia, Greg < GSaia@oakwoodhomesco.com >; Raul Martinez < rmartinez@reunionmetro.org >; Russ Martinez (russ.martinez@Yahoo.com) < russ.martinez@yahoo.com >; Lori Huffman < Ihuffman@msihoa.com >; Nick Forcier (NICKBODGAR@gmail.com) < nickbodgar@gmail.com >; Tiffany Ducret (tducretreunionhoa@gmail.com) < tducretreunionhoa@gmail.com >; Rebecca Toczylowski < Becky.gallery@outlook.com >

Subject: Re: [EXTERNAL] Re: Gallery Tracts

Good morning Michele,

I just walked down and checked and do not see anything started for the bollards on the emergency access. Please confirm this is on schedule to start either today or tomorrow.

I also notice the rock piles have not been removed from tract K yet. When is this going to be done? Based on Ross's comments, I was expecting those piles to removed last week.

Ross, we still need to schedule the walk of the roads to accept ownership of them. When are we going to do that? I haven't gone down to look, but I have had homeowners complaining of the weeds in tracts EE and M...I thought this was going to be done soon, based on the walkthrough we did at the end of June. Are also sill on track to have the weeds removed and rock added in the next 2-3 weeks at the end of the cul de sac on 109th PI?

Thank you!

On Tue, Aug 15, 2023 at 4:33 PM Joseph Grengs < igrengs.thegalleryhoa@gmail.com > wrote:

I will be keeping an eye out for the workers to make sure it is done. Thank you for the follow up!

On Tue, Aug 15, 2023, 4:32 PM Michele Tom <mtom@jrengineering.com> wrote:

Hi Joseph,

Bollards are in and will be installed early next week

Thanks

Michele

From: Joseph Grengs < jgrengs.thegalleryhoa@gmail.com >

Sent: Tuesday, August 15, 2023 4:20 PM

To: Gallatin, Ross < RGallatin@oakwoodhomesco.com >

Cc: Michele Tom < mtom@jrengineering.com; Saia, Greg

<GSaia@oakwoodhomesco.com>; Raul Martinez <rmartinez@reunionmetro.org>; Russ Martinez

 $(\underline{russ.martinez@Yahoo.com}) < \underline{russ.martinez@yahoo.com} > ; Lori Huffman < \underline{lhuffman@msihoa.com} > ; Nick Forcier$

(NICKBODGAR@gmail.com) < nickbodgar@gmail.com >; Tiffany Ducret (tducretreunionhoa@gmail.com)

<<u>tducretreunionhoa@gmail.com</u>>; Rebecca Toczylowski <<u>Becky.gallery@outlook.com</u>>

Subject: Re: [EXTERNAL] Re: Gallery Tracts

Hey Ross,

I haven't heard anything from you since my follow up last week. The bollards still have not been installed yet. This is now becoming a critical issue, as I just received word that a resident has a bullet hole in their car and they found the casing in the road. We need this area closed off to outside traffic and it needs to be done now. I need a firm date from you as to when it will be installed and the area closed off. This cannot wait any longer. Please respond ASAP, so I can alert the homeowners when they can expect the work to be completed.

Thank you!

Joseph

On Wed, Aug 9, 2023 at 1:25 PM Joseph Grengs < igrengs.thegalleryhoa@gmail.com> wrote:

Hey Ross. Thank you for the reply. Please see my responses in green below.

On Tue, Aug 8, 2023 at 6:01 PM Gallatin, Ross < RGallatin@oakwoodhomesco.com > wrote:

Hi Joseph,

Here are some of the updates on your questions below:

Ross, I haven't heard from you on scheduling the road walkthrough. Can we get this scheduled, please? – Apologies, I don't remember discussing this. Which roads need to be walked and what is the purpose of the walk? This was discussed when we did the the walk of the tracts back at the end of June. The roads in the north area (109th Ave, 109th PI, Laredo St. and Lewiston St.) are passed their warranty and are ready to be handed over to GAR for ownership. Michelle asked for us to schedule a final walkthrough, which is what I was asking here.

Also, I'd like to get an update on the activities discussed at the end of June. I don't see the bollards have been put in yet. Have they been received yet, and when are they scheduled to be installed? — I was told the bollards were received and they were scheduled for install last week I believe. Not sure what the hold up is. I'll talk with the metro district tomorrow to get a schedule update. Understood. Please give us an update as soon as possible. A lot of homeowners are getting tired of the constant traffic through that tract.

I see the fence has been put up on the side next to hole 16 tee off at the end of the cul de sac on 109th PI. When will rock be added in? I'm assuming the weeds currently growing on the tree lawn will be removed? — I will talk to Metro District about the schedule for the rock install. I will see if we can get this completed in the next 3-4 weeks. All weeds will be cut and removed prior to the install of the rock. Please let us know that date it is scheduled for, once that is penciled in.

For Tracts EE and M, when were the weeds going to be dealt with? Will that just be completed just prior to the handover of the tracts to the Gallery? – I was under the impression these tracts already belonged to the Gallery so we have not made any arrangements for mowing. I will see if I can schedule someone next week to take care of this. I think Lori just addressed this in her reply, but yes, this was discussed at the end of June that those were ready to be handed over to GAR. They are merely rock piles and the weeds need to be sprayed/removed before we will accept the tracts.

Additionally, when will the rock piles be removed from Tract K. I thought they would be removed shortly after the tract was cleared/mowed, but they are still there. – This is on my radar. I'm working with a contractor to address these piles next week. In the meantime, if any of the home owners in the area would like to use the rock for landscaping around their homes, its free to use. I have let some of the homeowners know about the rock piles being free to grab for the next week. We'll expect them to be removed by end of week next week.

Lastly, any update on the drainage issues from Tract N into the homeowners yard at 16205 E 109th PI? I haven't heard if that issue has been resolved yet. – Yes we have made arrangements to start bring dirt over to Tract N next week with grading work to follow. I caught up with the home owner a week or two ago when I walked the site with the grading contractor and let her know we would be out in a couple weeks to complete the re-grading. I'm tentatively planning to have this completed by

the week of August 28th or sooner. Thank you for working with the homeowner on this. Hopefully, the solution you have discussed with the homeowner was agreeable on both sides and both parties can move forward.

Thank You,

Ross Gallatin

Land Development Project Manager | Denver

M: 720-691-6373

From: Joseph Grengs < jgrengs.thegalleryhoa@gmail.com >

Sent: Monday, August 7, 2023 10:07 AM **To:** Michele Tom <mtom@jrengineering.com>

Cc: Aaron Clutter <aclutter@jrengineering.com>; Gallatin, Ross <RGallatin@OakwoodHomesCO.com>; Saia, Greg

<<u>GSaia@OakwoodHomesCO.com</u>>; Raul Martinez <<u>rmartinez@reunionmetro.org</u>>; Russ Martinez

(russ.martinez@Yahoo.com) <russ.martinez@yahoo.com>; Lori Huffman@msihoa.com>; Nick Forcier

(NICKBODGAR@gmail.com) < nickbodgar@gmail.com >; Tiffany Ducret (tducretreunionhoa@gmail.com)

<tducretreunionhoa@gmail.com>; Rebecca Toczylowski <Becky.gallery@outlook.com>

Subject: [EXTERNAL] Re: Gallery Tracts

EXTERNAL EMAIL: careful w/ links or attachments

Ross, I haven't heard from you on scheduling the road walkthrough. Can we get this scheduled, please?

Also, I'd like to get an update on the activities discussed at the end of June. I don't see the bollards have been put in yet. Have they been received yet, and when are they scheduled to be installed?

I see the fence has been put up on the side next to hole 16 tee off at the end of the cul de sac on 109th Pl. When will rock be added in? I'm assuming the weeds currently growing on the tree lawn will be removed?

For Tracts EE and M, when were the weeds going to be dealt with? Will that just be completed just prior to the handover of the tracts to the Gallery?

Additionally, when will the rock piles be removed from Tract K. I thought they would be removed shortly after the tract was cleared/mowed, but they are still there.
Lastly, any update on the drainage issues from Tract N into the homeowners yard at 16205 E 109th PI? I haven't heard if that issue has been resolved yet.
Thank you!
Joseph Grengs
Secretary - The Gallery at Reunion
On Tue, Jul 25, 2023 at 10:34 AM Michele Tom < mtom@jrengineering.com > wrote:
Hi Joseph,
JR Engineering's role will be to provide legal descriptions for the tract transfers and we are managing the F37 landscape for Oakwood. We will not need to be involved with the walkthrough for the road, this would be done by Ross.
Thanks!
Michele
From: Joseph Grengs < jgrengs.thegalleryhoa@gmail.com > Sent: Monday, July 24, 2023 9:07 PM
To: Michele Tom < mtom@jrengineering.com ; Aaron Clutter < aclutter@jrengineering.com ; Gallatin, Ross
(<u>RGallatin@OakwoodHomesCO.com</u>) < <u>rgallatin@oakwoodhomesco.com</u> >; Saia, Greg < <u>gsaia@oakwoodhomesco.com</u> >; Raul Martinez < <u>rmartinez@reunionmetro.org</u> >
Cc: Russ Martinez (<u>russ.martinez@Yahoo.com</u>) < <u>russ.martinez@yahoo.com</u> >; Lori Huffman < <u>lhuffman@msihoa.com</u> >; Nick Forcier (<u>NICKBODGAR@gmail.com</u>) < <u>nickbodgar@gmail.com</u> >; Tiffany Ducret
(<u>tducretreunionhoa@gmail.com</u>) < <u>tducretreunionhoa@gmail.com</u> >; Rebecca Toczylowski
< <u>Becky.gallery@outlook.com</u> > Subject: Re: Gallery Tracts

Hi Michele,

The board met tonight to talk through what tracts we want to take ownership of, based on the walkthrough we did 3 weeks ago. Unfortunately, at this time we do not have a final decision. We would like time to get feedback from the community residents, based on the information given, as well as understand our legal rights to the acceptance of the land. We have an upcoming board meeting with the community on August 21st, so hopefully, that doesn't breach any timelines you have for acceptance of the tracts.

Additionally, the board is ready to schedule the walkthrough for the acceptance of the road tracts for the north end of our community. Can you suggest 2-3 different day/times and I'll work on coordinating the walkthrough?

Also, one question that came up during our discussion is what role does JR Engineering perform. We've primarily only worked directly with either Richmond, Oakwood, or Reunion Metro District, so we're curious what obligations JR Engineering has and what you're accountable to.

Let me know if you have any questions.

Thank you!

Joseph Grengs

Secretary - The Gallery at Reunion HOA

On Mon, Jul 17, 2023 at 9:22 AM Michele Tom < mtom@jrengineering.com> wrote:

Hi Joseph,

Looks like they are still working through some issues on Tract N.

Were you able to set up a walk through for the roads?

Th	anks
Mi	chele
	om: Joseph Grengs < igrengs.thegalleryhoa@gmail.com > nt: Monday, July 10, 2023 4:27 PM
	: Michele Tom < <u>mtom@jrengineering.com</u> >
	: Aaron Clutter < <u>aclutter@jrengineering.com</u> >; Russ Martinez (<u>russ.martinez@Yahoo.com</u>) <u>uss.martinez@yahoo.com</u> >; Lori Huffman < <u>lhuffman@msihoa.com</u> >; Saia, Greg
< <u>G</u> (<u>R</u> (Saia@oakwoodhomesco.com>; Raul Martinez < <u>rmartinez@reunionmetro.org</u> >; Gallatin, Ross Gallatin@OakwoodHomesCO.com) < <u>RGallatin@oakwoodhomesco.com</u> >
Su	bject: Re: Gallery Tracts
Hi	Michele,
Th	ank you for pulling these together. This jives with my recollection of the walk/discussion.
	garding Tract N, can we get a path forward to mitigate the flooding of water into the adjacent property dressed right away? What can I do to help make this progress happen quickly?
Le	t me know how I can help.
Th	ank you!
Or	Fri, Jul 7, 2023 at 4:51 PM Michele Tom < <u>mtom@jrengineering.com</u> > wrote:
Н	ello Everyone,
	ttached is the meeting minutes from today's walk for the tract transfer discussion. Let me know if I missed nything

Thank you!

Michele D. Tom

JR Engineering, LLC

7200 S Alton Way, Suite C400| Centennial, CO 80112

Cell: (720) 270-0728

Email: mtom@jrengineering.com

From: Joseph Grengs < igrengs.thegalleryhoa@gmail.com >

Sent: Thursday, June 29, 2023 5:08 PM

To: Aaron Clutter < <u>aclutter@jrengineering.com</u>>

Cc: Morrow, Adam <AMorrow@oakwoodhomesco.com>; Russ Martinez (russ.martinez@Yahoo.com)

<russ.martinez@yahoo.com>; Lori Huffman < Ihuffman@msihoa.com>; Saia, Greg

<<u>GSaia@oakwoodhomesco.com</u>>; Raul Martinez <<u>rmartinez@reunionmetro.org</u>>; Michele Tom

<mtom@jrengineering.com>; Gallatin, Ross (RGallatin@OakwoodHomesCO.com)

<RGallatin@oakwoodhomesco.com>

Subject: Re: Gallery Tracts

Let's postpone a week.

On Thu, Jun 29, 2023, 2:53 PM Aaron Clutter < <u>aclutter@jrengineering.com</u>> wrote:

Joseph, Do you want us to still have the meeting or post-pone a week?

Thanks Aaron

From: Joseph Grengs < jgrengs.thegalleryhoa@gmail.com >

Sent: Thursday, June 29, 2023 3:45 PM

To: Aaron Clutter < <u>aclutter@jrengineering.com</u>>

Cc: Morrow, Adam <AMorrow@oakwoodhomesco.com>; Russ Martinez (russ.martinez@Yahoo.com)

<russ.martinez@yahoo.com>; Lori Huffman < lhuffman@msihoa.com>; Saia, Greg

<GSaia@oakwoodhomesco.com>; Raul Martinez <rmartinez@reunionmetro.org>; Michele Tom

<mtom@jrengineering.com>; Gallatin, Ross (RGallatin@OakwoodHomesCO.com)

<pre><rgallatin@oakwoodhomesco.com> Subject: Re: Gallery Tracts</rgallatin@oakwoodhomesco.com></pre>	181
I will no longer be able to make this meeting. Unfortunately, my flight back from CA was cancelle won't be back until the afternoon tomorrow.	d and ai
On Wed, Jun 21, 2023, 7:48 PM Aaron Clutter < aclutter@jrengineering.com > wrote:	
CONFIDENTIALITY NOTICE This email is intended only for the person(s) named in the message head otherwise indicated, it contains information that is confidential, privileged and/or exempt from discloapplicable law. If you have received this message in error, please notify the sender of the error and demessage. Thank you.	sure undei
To view our privacy policies, please visit https://www.claytonhomes.com/privacy/	

CONFIDENTIALITY NOTICE -- This email is intended only for the person(s) named in the message header. Unless otherwise indicated, it contains information that is confidential, privileged and/or exempt from disclosure under applicable law. If you have received this message in error, please notify the sender of the error and delete the message. Thank you.

To view our privacy policies, please visit https://www.claytonhomes.com/privacy/

Michele Tom

From: Raul Martinez <rmartinez@reunionmetro.org>

Sent: Monday, September 11, 2023 8:34 AM

To: Michele Tom

Subject: FW: Non-Maintained Common Area Photos

Hey Michele, this is getting ridiculous I just received this from a resident. They have still not mowed filing 37. Thanks Raul

From: Susan Stacey <suestacey26@gmail.com>
Sent: Monday, September 11, 2023 8:24 AM
To: Raul Martinez <rmartinez@reunionmetro.org>
Subject: Non-Maintained Common Area Photos

Hi Raul,

Hope you had a nice weekend!

In the spirit of "A picture is worth a thousand words", I thought I'd share some photos I took during our daily walk this morning (connected to the voicemail I left you on Friday).

I'm not sure if there are challenges having enough lawn maintenance crews this summer but we haven't seen anyone out in some areas in well over a month. It's honestly getting quite depressing to see what's happening in our lovely new neighborhood. And it's even a hazard in some areas for us dog walkers as those weeds with the nasty little burrs on the end are really rampant in some areas (they get stuck all too easy in doggy paws who can't bear to walk on them).

So just in case you haven't heard about these sections of the neighborhood needing attention, here are just a few examples.

We live on the corner of Mobile and 110th, diagonal from the lovely park. The park is generally taken care of okay but the down along Mobile is inconsistent.

My husband cares for the common area along the side of our home or otherwise it would look like the house across the street!

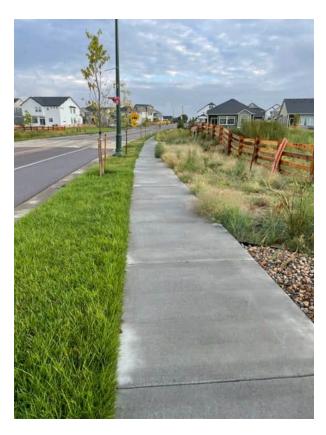
Here's our side...



And across the street (which certainly they should not have to take care of)....



Down Mobile along the golf course -- weeds are growing onto sidewalk and MANY have those treacherous burrs plus mowing is not happening of the grassy areas





We've noticed that out on 112th, mowing of the section between road and sidewalk seems to be happening semi-regularly, but then area on the other side of the sidewalk are not and getting crazy overgrown





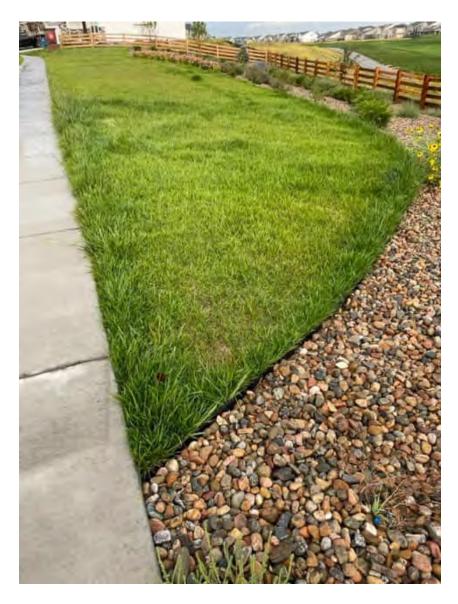
weeds in center island on corner of parkside and 112th



stretch of Parkside up to 111th Ave are overgrown with weeds and not being mowed but across the street is!



And then landscaping along golf course on 110th is also getting overgrown



Thanks for listening and I appreciate anything you can do.

Susan Stacey (610) 331-1418



CITY OF COMMERCE CITY

Code Enforcement Division 7887 East 60th Avenue Commerce City, CO 80022 Fax(303)227-8859 www.c3gov.com

NOTICE OF VIOLATION

REUNION METROPOLITAN DISTRICT 8390 E CRESCENT PKWY # PARKWAYSTE 300 GREENWOOD VILLAGE, CO 80111-2811 PLEASE NOTE FEE SCHEDULE BELOW:

Location:

16510 E 111TH DR TRCT

PIN:

172308110032

CR #:

CODE23-2614

Date:

09/11/2023

You are hereby notified that at the above address or location, in the City of Commerce City, you are in violation of the following Commerce City Code(s), Commerce City Land Development Code(s), or the 2003 Model Traffic Code(s) for Colorado, as adopted and amended by the City of Commerce City. Specific violations are listed below.

If you have any questions about this Notice of Violation you may contact Inspector ERNESTO GALVAN MARQUEZ at (303)-435 -7278.

1	Code Section/Corrective Action: Código/Acción de Corrección:
1	ec. 21-7504 Approved Landscape Plan Compliance. The landscaping, as planted, shall comply with the approved landscape plan. Amendments to an approved landscape plan must be approved in writing by the city.
1	CORRECTIVE ACTION: NATIVE SEEDING IS REQUIRED AS WELL AS THE INSTALLATION OF TWO ORNAMENTAL TREES. (I understand that installing landscape does take some time so please reach out to avoid fines. egalvanmarquz@c3gov.com or 303-435-7278.)

Feel free to reach out toERNESTO GALVAN MARQUEZ at (303)-435-7278. [7:30 am - 3:30 pm] with any questions. Visit www.c3gov.com for further information and resources.

If the violations are not corrected by the compliance date listed above, both the occupant and the property owner will be held responsible for such failure, including any fines assessed and costs incurred.

YOU MAY PROTEST THIS NOTICE OF VIOLATION

If you believe this Notice of Violation is incorrect for any reason, a responsible party may protest it by requesting a protest hearing on a form provided by the City. Protests must be received by the City's Code Enforcement Division by 5:00 p.m. on the later of: (1) twenty-one (21) calendar days from the date of service of this Notice of Violation, or (2) the date required for correction indicated in this Notice of Violation or as formally extended. Compliance with these time limits shall be a jurisdictional prerequisite to any protest, and failure to comply with these time limits shall bar such protest. Protest Hearings determine only whether a Notice of Violation is incorrect. If you prevail at the Protest Hearing on one or more of the violations alleged in this Notice of Violation, such violation(s) will be dismissed, and no fines for such violation(s) will be assessed. If you are found liable at the Protest Hearing for any violation alleged herein, you will be responsible for paying all hearing costs (prorated in accordance with the number of violations sustained), including the cost of the hearing officer, in addition to fines and any costs of abatement.

Submit Protest Hearing Request to:

City of Commerce City Attn: Code Enforcement - Protest Hearing 7887 E. 60th Ave. Commerce City, CO 80022

Protest Hearings are held during business hours. If you request a Protest Hearing, but neither you nor your representative/agent attends, a finding of liability and imposition of fines and hearing costs will be automatic.

FINES AND PENALTIES

Failure to correct the violation(s) by the COMPLIANCE DATE (above) will subject you to the following:

- Minimum per-count fine(s) of
 - O \$100 if 1st violation in 12 months
 - O \$300 if 2nd violation/12 months
 - O \$500 if 3rd violation/12 months; and
 - \$999 if 4th violation or more/12 months
- Abatement by the City with the costs charged to you plus 15% administrative fee
- Possible Municipal Court Summons

Fines and costs are payable at the close of a protest hearing, or, if no hearing, within 30 days from the notice of assessment. Failure to pay any such assessment within the 30-day period shall cause the assessment to become A LIEN AGAINST THE PROPERTY, an ASSESSMENT AGAINST THE PROPERTY'S TAX BILL and may result in MUNICIPAL COURT PROSECUTION.

Si tiene cualquier pregunta acerca de este Aviso de Violación o Audición de Protesta, puede llamar al Inspector al 303-227-8846.

Si no se corrigen las violaciones antes de la fecha de cumplimiento,t anto el inquilino y el propietario serán responsables de tal fracaso, incluyendo cualquier multas y los costos incurridos.

USTED PUEDE PROTESTAR ESTE AVISO DE VIOLACIÓN

Envié la petición para Audición de Protesta:

City of Commerce City Attn: Code Enforcement - Audción de Protesta 7887 E. 60th Ave. Commerce City, CO 80022

Las Audiciones de Protesta serán durante horas de oficina, normalmente dentro de 15 días después de la Fecha de Cumplimiento. Si una Audición de Protesta es solicitada pero el afectado no se presenta ni su representante legal, la responsabilidad y la imposición de las multas y los costos de la audición serán automática.

MULTAS POR INFRACCIÓN

A menos que usted solicite una Audición de Protesta y pagar la cuota de expediente, la falta de reparación de la(s) violación (es) para la fecha de cumplimiento le sujeta a las siguientes:

- Multa por infracción de:
 - O \$100 si es su 1 infracción en 12 meses;
 - \$300 si es su 2 infracción en 12 meses;
 - O \$500 si es su 3 infracción en 12 meses; y
 - O \$999 si es su 4 infracción o mas en 12 meses (El pago debe hacerse al cierre de la Audición de Protesta o, si no hay Audición, un plazo de 30 días a partir de fecha de cumplimiento)
- Reducción de la ciudad con los gastos cargados a usted más el 15% la tarifa administrativa
- Invoca posibles citación Municipal

Falta de pago de las multas y los costos dentro de los 30 días siguientes de la fecha de la notificación se le enviará por correo es una violación del Código Municipal de la ciudad de Commerce City y dará lugar la COLOCACION DE UN EMBARGO PREVENTIVO CONTRA LA PROPIEDAD EN VIOLACIÓN, una EVALUACION de la FACTURA de IMPUESTO de la propiedad y/o un posible JUICIO MUNICIPAL.

Sincerely,

ERNESTO GALVAN MARQUEZ

Code Enforcement Inspector egalvanmarquez@c3gov.com

191 Photographs Missing ornamental trees.JPG Reunion Filing 37 - Tract D Approved Set.JPG Please instal ornamental tree and upkeep with the native grass seeding.TC_00838 (2).JPG Please instal ornamental tree and upkeep with the native grass seeding. TC_00840.JPG



CHANGE ORDER

Reunion Metropolitan District

CHANGE ORDER NO. 06	DATED: <u>September 26, 2023</u>
CONTRACT FOR: Reunion Metropolitan D	istrict F37 Landscape Improvements
OWNER: Reunion Metropolitan District	
CONTRACTOR: Brightview Landscape De	velopment AGREEMENT DATE: August 6, 2020
The following changes are hereby made to th	e Contract Documents:
as designed and were switched to a larger size	re found to be too small to keep cars from accessing the Trace & quantity. Additional sleeving was required for Tract X Tap #8 was damaged by others and had to be replaced. Tota
FCN #10 – Maintenance Deduction 1. Brightview failed to mow F37 tracts on a monthly basis. Total (\$6,541.66 *Supplemental information will be provided	
Adjustment to Contract Price:	© 1 477 072 46
Original Contract Price Contract Price prior to this Change Order	\$ 1,477,072.48 \$ 1,755,440.57
Net Adjustment Resulting from this Change	
Current Contract Price Including this Change	· /
<u>Contract Time</u> : Current Completion Date Schedules 1A & 1F	3 (90 Calendar Days): October 29, 2021
Original Contract Completion Date Schedule	· -
Change in Contract Completion Date Due to	
New Contract Completion Date:	N/A
Reunion Metropolitan District certifies that an the new contract price including this change or	adequate appropriation of funds is available to equal or exceeder.
REUNION METROPOLITAN DISTRICT	BRIGHTVIEW LANDSCAPE
District Board Representative	Project Manager



CHANGE ORDER RECOMMENDATION

Reunion Metropolitan District

CHANGE ORDER NO. 01	DATED: _	November 01, 2023
CONTRACT FOR: Reunion 2023 Pond Maintenance		
OWNER: Reunion Metropolitan District		
CONTRACTOR: Clearwater Property & Resource Management	AGREEMEN'	Γ DATE: <u>5/19/2023</u>
The following changes are hereby made to the Contract Documents <u>Justification:</u>	:	
FCN #1 – Pond A Repair Heavy rains caused the pond to breach its embankments resulting in pipe and spillway to be repaired and re-cleaned.	washout and clo	gging, requiring drain
Total \$9,800.00		
*Supplemental information to be provided upon request.		
Adjustment to Contract Price:		
Contract Price prior to this Change Order Net Adjustment Resulting from this Change Order (+or -) Current Contract Price Including this Change Order		\$227,783.00 +\$9,800.00 \$237,583.00
Contract Time: Original Contract Completion Date: Current Contract Completion Date: Change in Contract Completion Date Due to this Change Order: New Contract Completion Date:		nber 31, 2023 nber 31, 2023
*Enclosures: FCN#1 w/ supporting documents		
Issued By:		
JR ENGINEERING		
By:		
Date:11/01/2023		

FIELD CHANGE NOTIFICATION

PROJI 2023 f	ECT: Pond Maintenance	PROJECT NO. 14421.15	FIELD CHANGE NO. 1	
	☐ DRAWING NO. ☑ OTHER	Invoice#1 – Clearwater Property & R	esource Management	
		OLD" PLACED ON CONSTRUCTION ACT OF FORMALLY REVISED DOCUMENT(STREED		
	▼ RELEASED FOR CO	ONSTRUCTION ON BASIS OF MODIFICA	ATION(S) PRESCRIBED BY THIS DCN	

PROPOSED CHANGE DESCRIPTION

The purpose of this Field Change Notification is to document additional repair work required at Phase 2 Water Quality Pond A. During the September 14-15 rain events, water levels at the pond breached its south banks near the pond's outlet pipe causing severe washout and clogging of the previously cleaned outlet. This breach indicated required adjustments in grade elevations of the pond's south embankment and adjacent spillway.

To repair the problem, the spillway riprap was lowered, the south embankment filled in and built-up, and a Vac truck was required to un-clog and re-clean the pond's outlet pipe in order to prevent future washouts and ensure proper functioning of the pond's drainage. Additionally, the costs of this repair are anticipated to be offset by the unused \$10,000 force account for seeding in this contract.

The work shall include but not be limited to all labor, materials, equipment, mobilization, and appurtenant work associated with these changes, and shall be considered full and final compensation for this FCN. The Contractor shall be compensated for the work as shown in the table below. FCN's shall be added to the Contract by signed change order.

ITEM NO	. DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
Bid Sched	lule - RMD 2023 Pond Maintenance				
*41	WQ Pond A Spillway & Drainage Repairs	s 1	LS	\$ 9,800.00	\$ 9,800.00

*Indicates new item TOTAL FOR THIS FCN: \$ 9,800.00

	-			
	☐ FIELD CHANGE REQUEST (FCR No.)			
	☐ REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION			
	☐ DISPOSITION OF NONCONFORMING ITEM			
	CHANGES IN REGULATORY/OTHER REQUIREMENTS			
PER DESCRIPTION LISTED ABOVE	▼ OTHER 10/09/23 Invoice - Clearwater			
EXHIBITS ATTACHED V	NO YES, IF YES, CHECK APPLICABLES BOXES			
COPIES OF MARKED-UP AREA(S) C	OF DRAWING(S)			
FIELD CHANGE REQUEST FOR (FCR	R NO)			
COMMENTS	SCHEDULE ERECTED/PLACEMENT DATE(S)			
ORIGINATOR: JR ENGINEERING	DATE: <u>10/09/2023</u>			
DISTRIBUTION (Check as applicable)				
▼ REUNION METRO DISTRICT: Aaron Clut	atter/Raul Martinez			
▼ CLEARWATER PROPERTY & RESOURCE	E MANAGEMENT: Jordan Carns			
▼ JR ENGINEERING: J. Tim Graf				
JR ENGINEERING				
1/2-11				
John 1. Graf	10-09-2023			
Construction Engineer	Date			



FCN Invoice

10/9/2023

To: Reunion Metropolitan District

From: Clear Water Property & Resource Management

Project: 2023 Pond Maintenance

Item	Description	U/M	Rate	Total
Hydro-Vac	Hydro-Vac excavation of eroded dirt and sediment covering the outlet end of the drainage pipe.	LS	\$2,600.00	\$2,600.00
Repairs	Lowering of the spillway to new specified grade. Washout erosion location on South side of berm filled in and compacted to specified grade. Low points throughout the top of the berm filled and compacted to the specified grade.	LS	\$6,000.00	\$6,000.00
Additional Equipment	One large tracked skid-steer used throughout all specified repairs.	LS	\$1,100.00	\$1,100.00
Additional Materials	One roll of erosion control fabric placed beneath riprap layer throughout the spillway.	LS	\$100.00	\$100.00
			FC Total	: \$9,800.00



CHANGE ORDER

Reunion Metropolitan District

CHANGE ORDER NO	DA	IED: NO	ovember 01, 2023
CONTRACT FOR: Reunion 2023 Pond Maintenance			
OWNER: Reunion Metropolitan District	_		
CONTRACTOR: Clearwater Property & Resource Man	nagement AGREI	EMENT D	ATE: <u>5/19/2023</u>
The following changes are hereby made to the Contract Justification:	Documents:		
FCN #1 – Pond A Repair Heavy rains caused the pond to breach its embankme drain pipe and spillway to be repaired and re-cleaned.	nts resulting in wash	out and cl	ogging, requiring
Total \$9,800.00			
*Supplemental information to be provided upon request			
Adjustment to Contract Price:			
Contract Price prior to this Change Order			\$227,783.00
Net Adjustment Resulting from this Change Order (+or Current Contract Price Including this Change Order	-)		+\$9,800.00 \$237,583.00
Contract Time: Original Contract Completion Date:		December	21 2022
Current Contract Completion Date:		December December	
Change in Contract Completion Date Due to this Change		None	31, 2023
New Contract Completion Date:		N/A	_ _
Reunion Metropolitan District certifies that an adequate apolic new contract price including this change order.	opropriation of funds i	s available	to equal or exceed
REUNION METROPOLITAN DISTRICT	CLEARWATER PRO & RESOURCE MAN		Т
District Board Representative			_

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "**Agreement**") is made and entered into to be effective as of November ___, 2023, by and between Reunion Metropolitan District, a quasimunicipal corporation and political subdivision of the State of Colorado (the "**District**"), and ProSec Integration, LLC, 181 E 56th Ave, Suite 401, Denver, CO 80216 (the "**Contractor**") (the District and the Contractor are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

- 1. Services. The Contractor agrees to provide services related to the following scope of services: The installation of a Turing 19 camera system to monitor the interior and exterior of the District's facility, as further detailed in the Proposal Estimate No. 33066 attached as Exhibit A hereto which is incorporated herein by this reference, and may supplemented by any Additional Scope of Services attached as Exhibit B hereto which, if attached, is incorporated herein by this reference. The scope of services referenced above along with any Additional Scope of Services is hereinafter referred to as the "Scope of Services." All provisions of the Additional Scope of Services, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and any Scope of Services, to include but not limited to Standard Agreement Terms and Conditions, the provisions contained within this Agreement shall control.
- 2. <u>Time of Commencement and Completion of Services</u>. The services to be performed pursuant to this Agreement shall commence immediately upon execution of this Agreement. The services to be performed pursuant to this Agreement shall be completed no later than October 31, 2023. Any extensions of the time limit set forth above must be agreed upon in writing by the Parties.
- 3. <u>Termination by District</u>. Notwithstanding the time periods contained herein, the District may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least ten (10) days prior to the termination date contained in said notice unless otherwise agreed to in writing by the Parties. In the event of any such termination by the District, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Such payment shall be the Contractor's sole right and remedy for such termination.
- 4. <u>Suspension</u>. Without terminating this Agreement or breaching its obligations hereunder, the District may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to the District for services under this Agreement to the minimum. No work shall be performed during such suspension except with prior written authorization by the District

Representative. After a suspension has been in effect for thirty (30) days, the Contractor may terminate this Agreement at will.

- 5. <u>Compensation</u>. In consideration of the services to be performed pursuant to this Agreement, the District agrees to pay the Contractor the amounts set forth in the Scope of Services. The District shall provide no benefits to the Contractor other than the compensation and approved Reimbursable Expenses stated above. The Contractor shall bill its charges to the District periodically, but no more frequently than once a month. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The District shall provide no benefits to the Contractor other than the compensation stated above.
- 6. Qualifications on Obligations to Pay. No partial payment shall be final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the District may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:
 - (a) The Contractor is in default of any of its obligations under this Agreement.
- (b) Any part of such payment is attributable to services that are not performed according to this Agreement. The District will pay for any portion of the services performed according to this Agreement.
- (c) The Contractor has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the District has made payments to the Contractor.
- 7. <u>District Representative</u>. The District will designate, prior to commencement of work, its project representative (the "**District Representative**") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the District Representative.
- 8. <u>Independent Contractor</u>. The services to be performed by the Contractor are those of an independent contractor and not of an employee of the District. The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from the District for the performance of the services specified in this Agreement.
- 9. <u>Personal Services</u>. It is understood that the District enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the District. The Contractor accepts the relationship of trust and confidence established between the Parties. The Contractor shall use its best efforts and shall perform the

services hereunder at or above the standard of care of those in its profession or industry providing similar services in the District's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

- 10. <u>Accuracy of Work</u>. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The District's approval shall not diminish or release the Contractor's duties, since the District is ultimately relying upon the Contractor's skill and knowledge.
- 11. <u>Duty to Warn</u>. The Contractor agrees to call to the District's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the District or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the District. Nothing shall detract from this obligation unless the Contractor advises the District in writing that such data may be unsuitable, improper, or inaccurate and the District nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.
- 12. <u>Insurance</u>. The Contractor represents, warrants, and agrees that it has and shall maintain State minimum workers' compensation insurance coverage for its employees, if any. The Contractor shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of five hundred thousand dollars (\$500,000) for bodily injury, death, or damage to property of any person and two million dollars (\$2,000,000) for bodily injury, death, or damage to property of more than one person, or the maximum amount that may be recovered under the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as from time to time amended (the "CGIA"), whichever is higher. All insurance policies (except workers' compensation) shall include the District and its elected officials and employees as additional insureds. At the request of the District, the Contractor shall provide the District with documentation evidencing such coverages.
- 13. Warranties and Guarantees. The Contractor hereby represents, warrants and guarantees to the District all workmanship, equipment and materials paid for by the District pursuant to this Agreement for a period of two years following the date of purchase by the Contractor. Such warranty and guarantee shall be construed to include, but is not limited to, representations that all workmanship, equipment and materials are of good quality, free from any defects or irregularities, and in strict conformity with any and all specifications provided to the Contractor by the District. If any defect in workmanship, equipment or materials arises, the Contractor shall remedy or otherwise correct such defect without cost to the District within such reasonable period of time as specified by the District in writing. If the Contractor fails to repair such defect within such period of time specified by the District, the District may repair such defect or contract for such repairs at the expense of Contractor.
- 14. <u>Compliance with Laws</u>. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services.

- 15. <u>Acceptance Not Waiver</u>. The District's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the District under this Agreement.
- 16. <u>Default</u>. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.
- 17. Remedies. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity If legal or equitable action is commenced related to this Agreement, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorney fees and costs incurred because of the default.

18. Indemnification; No Waiver of Liability.

- The Contractor shall indemnify and hold harmless the District and each of (a) its directors, officers, contractors, employees, agents and consultants (collectively, the "District Indemnitees"), from and against any and all claims, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees to the extent arising out of the negligent errors or omissions, willful misconduct, or any criminal conduct of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for negligence of the District, its construction contractors, or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employees benefit acts, provided that in no even shall the Contractor be liable for special/consequential or punitive damages.
- (b) The indemnification requirements detailed in this Agreement shall be expressly limited by the terms and conditions of Section 13-50.5-102(8), C.R.S., as amended, to the extent that such terms and conditions are applicable to the services provided by the Contractor under this Agreement.
- (c) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in this Paragraph 18. The indemnification obligations set forth in this Paragraph 18 shall survive the expiration or termination of this Agreement.

- (d) If the Proposal or Additional Services contains any provisions purporting to require the District to defend, indemnify, or hold harmless the Contractor or purporting to affect a waiver or limitation of the Contractor's liability (either by type of liability or amount), the District does not agree or accept such provisions and such provisions are not part of the Agreement. The District is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the CGIA or otherwise available to the District or its officers or employees.
- 19. <u>Binding Effect</u>. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.
- 20. <u>Law; Venue</u>. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for the county in which the District is located.
- 21. <u>Severability</u>. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- 22. <u>Annual Appropriation</u>. The District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District's Board of Directors.
- 23. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the District. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Contractor as instruments of service shall be provided to the District. The District understands such documents are not intended or represented to be suitable for reuse by the District or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the District's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, subcontractors, or consultants.
- 24. <u>Taxes</u>. The District is a governmental entity and is therefore exempt from state and local sales and use tax. The District will not pay for or reimburse any sales or use tax that may not directly be imposed against the District. The Contractor shall use the District's sales tax exemption for the purchase of any and all products and equipment on behalf of the District.
 - 25. Time is of the Essence. All times stated in this Agreement are of the essence.

26. <u>Notices</u>. All notices which are required or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

District: Reunion Metropolitan District

c/o CliftonLarsonAllen

8390 East Crescent Parkway, Suite 300 Greenwood Village, Colorado 80111

Attn: Matt Urkoski

Email: matt.urkoski@claconnect.com

with a copy to: Cockrel Ela Glesne Greher & Ruhland, P.C.

44 Cook Street, Suite 620 Denver, Colorado, 80206

Attn: Matt Ruhland and David Greher Email: mruhland@cegrlaw.com Email: dgreher@cegrlaw.com

Contractor: ProSec Integration, LLC

181 E 56th Ave, Suite 401

Denver, CO 80216 Attn: Steve Blaser

Email:

- 27. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, Title 24, Article 71.3, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.
- 28. <u>No Third-Party Beneficiaries</u>. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

{The remainder of this page is intentionally left blank.}

IN WITNESS WHEREOF, the Parties have executed this Services Agreement as of the day and year first set forth above.

	DISTRICT: Reunion Metropolitan District
	By: Name: Title:
ATTEST:	
By: Name: Title:	
	CONTRACTOR: ProSec Integration, LLC
	By: Name:

EXHIBIT A

Scope of Services

EXHIBIT B

Additional Scope of Services



ProSec Integration, LLC 181 E 56th Ave, Suite 401 Denver, CO 80216 Tel. (303)835-8100 www.prosecalarm.com

Reunion YMCA Metro Denver 17910 Parkside Drive North Commerce City CO 80022 **ESTIMATE NO. 33066**

Date:

08/24/2023

Salesperson: Quote No:

Steve Blaser

33066

Site:

17910 Parkside Drive North

Commerce City

Valid For:

30 Day(s)

Re: 17910 Parkside Drive North Commerce City

Description

The proposed scope of work includes all parts, material, installation labor, programming, end user training, and applicable taxes.

Video Surveillance System

The scope of work is for the installation of a Turing 19 camera system to monitor the interior and exterior of the facility. The scope of work is to replace the existing 17 cameras and add two cameras. The system will consist of four 8MP varifocal bullet IP Cameras, two 5MP varifocal bullet IP cameras, six 5MP bullet cameras with a 4mm lens, and seven 5MP bullet IP cameras with a 2.8mm lens to replace the existing cameras. One of the cameras being added to the system will be a 5MP bullet IP camera with a 4mm lens that will watch a hallway with an exterior door. The other camera being added will be a 5MP bullet IP camera with a 2.8mm lens to cover the Aerobics room. The system will also use a onsite 32 channel NVR recorder with 30 Terabytes of storage. The camera system would allow for a minimum of 30 days of video storage. The system could be viewed via PC and/or mobile phone application.

Optional Video Analytics: \$95.00 per camera/per year

Video AI can be activated on any of the cameras by adding a Turing Core AI License. The license costs \$95 per camera, per year. It gives you the ability to receive alerts for a person or vehicle of interest, search stored video for a person or vehicle of interest, receive a higher quality live view and playback, and it allows unlimited sharing, archiving, and downloading of video clips.



ProSec Integration, LLC 181 E 56th Ave, Suite 401 Denver, CO 80216 Tel. (303)835-8100 www.prosecalarm.com

Reunion YMCA Metro Denver 17910 Parkside Drive North Commerce City CO 80022

ACCEPTANCE OF QUOTATION NO. 33066

Date: 08/24/2023 Salesperson: Steve Blaser Quote No: 33066

Site: 17910 Parkside Drive North

Commerce City

Valid For: 30 Day(s)

Please Note:

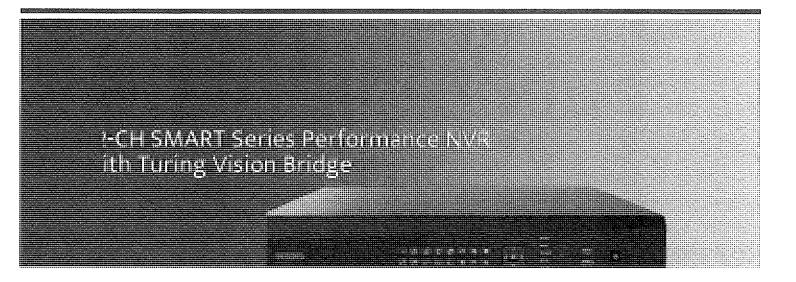
Name:

Acceptance of this estimate is based on ProSec Integration LLC's standard service agreement terms and conditions. For a copy of our standard service agreement, contact our office at (303)835-8100.

I accept the quote as detailed above. I acknowledge that I haw with this proposal.	e read and understand all the terms and conditions detailed
Signed:	for Reunion YMCA Metro Denver

Date:

Thank you t	for this op	portunity!
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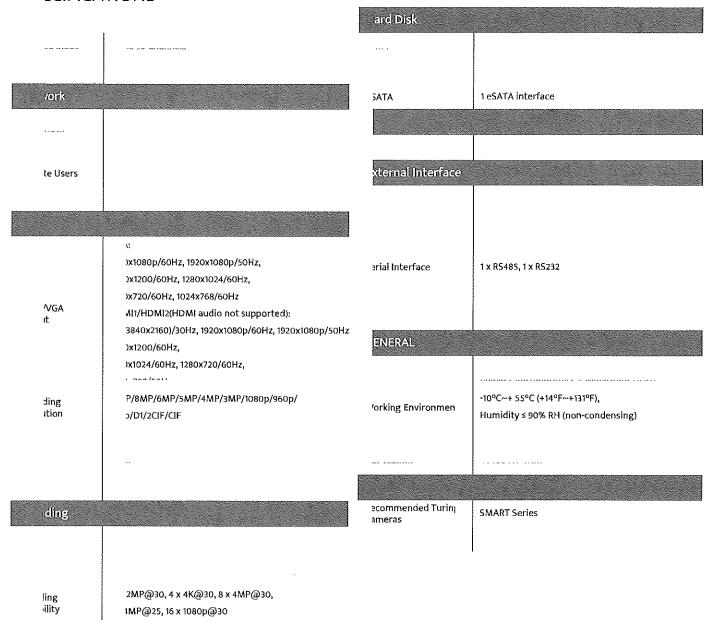


Key Features

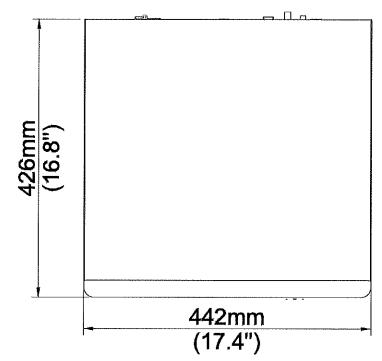
- ✓ Turing Vision cloud-ready with included Bridge Hardware
- ✓ Vision Core features People & Vehicle Attribute Search, LPR & More
- ✓ Cloud storage of event thumbnails and video clips
- ✓ Turing SMART Series IP cameras recommended
- √ Third-party IP cameras supported by NVR and Vision cloud
- ✓ Remote maintenance through Turing Vision Cloud
- ✓ Local full time recording on up to 4 SATA HDD
- √ Two RJ45; 384 Mbps inbound throughput

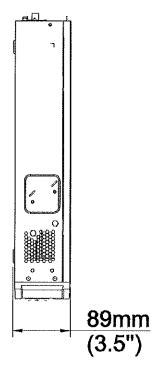


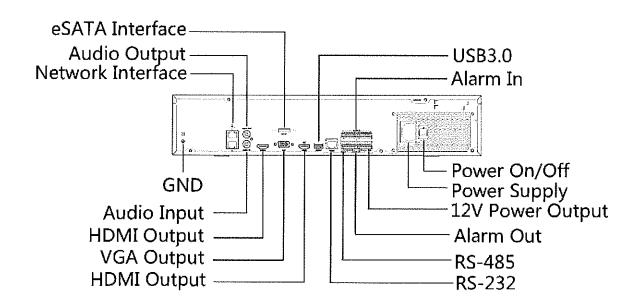
ECIFICATIONS

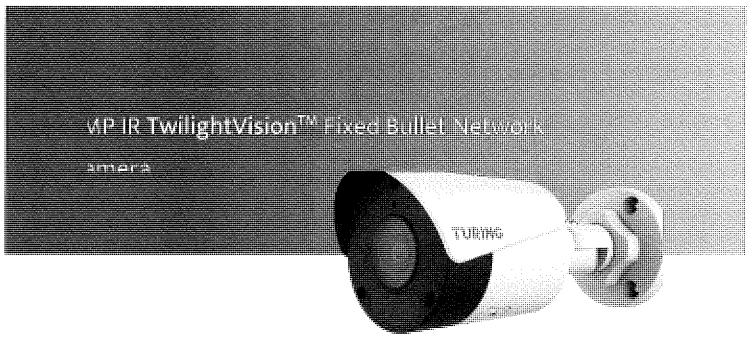


MENSIONS









Key Features

- ✓ 1/2.7" progressive scan CMOS
- √ TwilightVision™
- √ Max. 5MP(2880×1620) @30/25fps resolution
- ✓ Built-in Mic
- ✓ Turing cloud-ready with Smart NVR series and Turing bridge/servers
- ✓ Support 256 G microSD card
- ✓ Smart IR up to 40m
- ✓ IP67, WDR, PoE

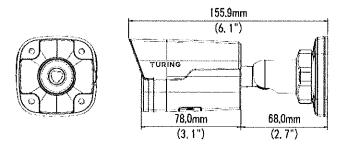


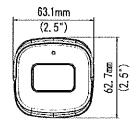
TURING

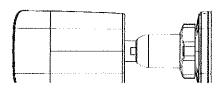
ECIFICATIONS

/IER/A		TERFACES	
LE OF VIEW (H)	96,1 °	:TWORK INTERFACE	1 RJ45 10M/100M Base-TX Ethernet
MUM MINATION	Color: 0.003Lux (F1.6, AGC ON), OLux with IR	D-PARTY)MPATIBILITY	ONVIF (Profile S, Profile G, Profile T), API
\NGE	Up to 40m (131 ft) IR range	ERTIFICATIONS	
EO & AUDIO	Ultra 265, H.265, H.264, MJPEG	ENERAL	
)LUTION & FRAME E	(2560*1440), Max 30fps; 3MP (2304*1296), Max 30fps; 1080P (1920*1080), Max 30fps Sub Stream: 720P (1280*720), Max 30fps; D1 (720*576), Max 30fps; 640*360,Max 30fps;	MENSIONS	155.9 × 63.1 × 62.7mm (6.1" × 2.5" × 2.5")
	2CIF(704*288), Max 30fps; CIF(352*288), Max 30fps Third Stream: D1 (720*576), Max 30fps; 640*360,Max 30fps; 2CIF(704*288), Max 30fps; CIF(352*288), Max 30fps	ORKING IVIRONMENT	-30°C ~ 60°C (-22°F ~ 140°F), Humidity: ≤95% RH (non-condensing)
TE BALANCE	Auto/Outdoor/Fine Tune/Sodium Lamp/Locked/ Auto2	ng Smart NVR series, in TR-MRP328T	icluding TR-MRP042T, TR-MRP082T, TR-MRP164T,
IO SAMPLING RATE	8KHZ		
and the state of t			

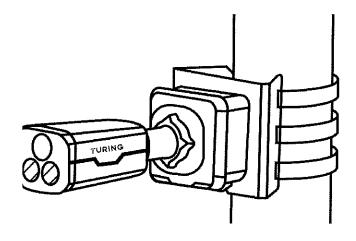
TP-MFB5M28

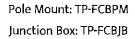




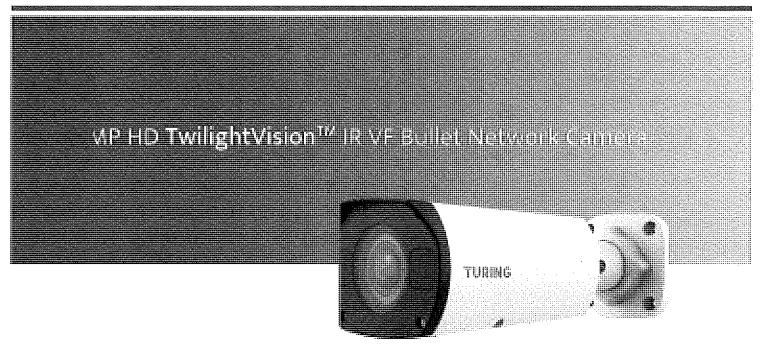


)UNTING









Key Features

- ✓ 1/2.7" progressive scan CMOS
- √ TwilightVision™
- √ Max. 5MP(2880×1620) @30/25fps resolution
- ✓ Turing cloud-ready with Smart NVR series and Turing bridge/servers
- √ Support 256 G microSD card
- ✓ Smart IR up to 50m
- ✓ IP67, WDR, PoE, IK10

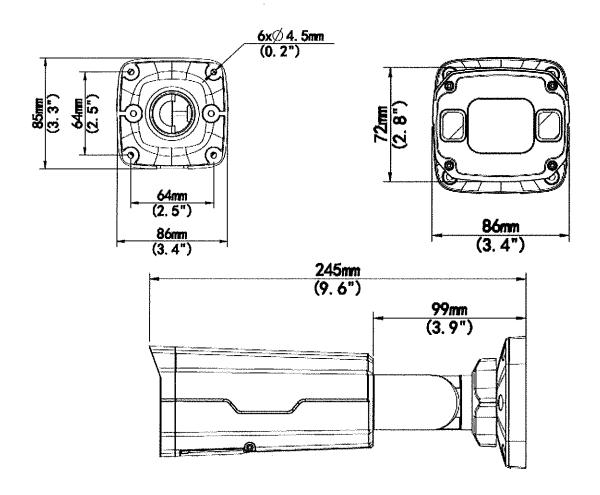




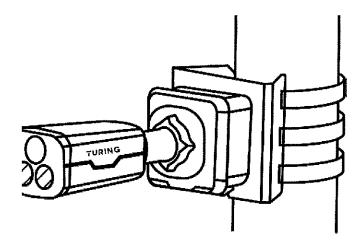
TURING

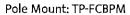
ECIFICATIONS

		TIERFACES	
		Exception country from comments of the control of t	
;	2.7 ~ 13.5mm, AF automatic focusing and motorized zoom lens	JDIO I/O	Input: impedance 35kΩ; amplitude 2V [p-p] Output: impedance 600Ω; amplitude 2V [p-p]
IMUM MINATION	Color: 0.002Lux (F1.2, AGC ON), 0Lux with IR	:TWORK PROTOCOL	IPv4, IGMP, ICMP, ARP, TCP, UDP, DHCP, RTP, RTSP, RTCP, DNS, DDNS, NTP, FTP, UPnP, HTTP, HTTPS, SMTP, SSL, SNMP
I NGE	Up to 50m (164ft) 1R range	IPPORTED BROWSEI	Plug-in required live view: 1E9+, Chrome 41 and below, Firefox 52 and below. Plug-in free live view: Chrome 57.0+, Firefox
			58.0+, Edge 16+, Safari 11+
EO & AUDIO		RTIFICATIONS	CE: EN 60950-1 UL: UL60950-1
		RHEICATIONS	FCC: FCC Part 15
	main Stream: אויר (בששט" ופעטן, max טויףs; אויר (בששט" ופעטן, max טויףs; אויר (בשט" 1930 אויר), max או		
	30fps; 1080P (1920*1080), Max 30fps;)WER CONSUMPTIO	Max 8.0W
OLUTION & FRAME	Sub Stream: 720P (1280*720), Max 30fps; D1 (720*576), Max 30fps; 640*360, Max 30fps; 2CIF(704*288), Max 30fps; CIF(352*288), Max 30fps;	ATERIAL	Metal
	Third Stream: D1 (720*576), Max 30fps;	TIENAL	
GE ROTATION	Supported	NDAL PROTECTION	IK10
			ncluding TR-MRP042T, TR-MRP082T, TR-MRP164T,
IO COMPRESSION	G.711	and TR-MRP328T	
:O INTELLIGENCE	Line crossing detection, Intrusion detection, enter area detection, exit area detection, and face capture		



JUNTING



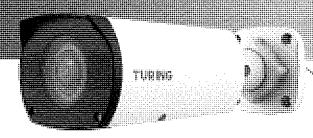




TURING

TP-MMB8AV2

8MP HD Twilight Vision 19 IR VF Bullet Network Camera



KEY FEATURES

- ✓ TwilightVision™ technology superior low-light performance
- ✓ Up to 50m (164 ft) IR LED range
- ✓ On-board person & vehicle detection & intrusion filter
- ✓ Includes Turing Vision VSaaS license
- √ 30-day event clip cloud storage
- ✓ People & vehicle attribute search in the cloud
- √ Requires Turing SMART series NVR







TURING

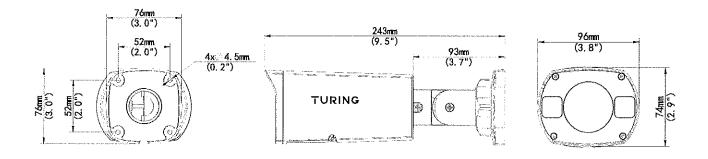
SPECIFICATIONS

CAMERA		AUDIO:	
Sensor	1/2.8°, 8.0 megapixel, progressive scan, CMO5	Audio Compression	G.711
Lens	2.8 ~ 12mm, AF automatic focusing and motorized zoom lens	Two-way audio	Yes
Angle of view (H)	107.4° ~ 29.2°	Suppression	Supported
Angle of View (V)	54.2° ~ 16.3°	Sampling Rate	8KHZ
	111.0° ~ 33.1°	STORAGE	
Angle of View (O)	111.0 33.1	Edge Storage	Micro SD, up to 256GB
Adjustment angle	Pan: 0° ~ 360° Tift: 0° ~ 90° Rotate: 0° ~ 360°	Network Storage	ANR
Shutter	Auto/Manual, 1 ~ 1/100000s	INTERRIGENCE	
Minimum	Cooler: 0.003Lux (F1.6, AGC ON)	Smart intrusion	Cross line, intrusion, enter area detection
Illumination	OLux with IR on	Prevention	
Day/Night	IR-cut filter with auto switch (ICR)	Supported NVR	Turing SMART NVR: TR-MR(P) models
Digital Noise	2D/3D DNR	NETWORK	1
Reduction	•		!Pv4, IGMP, ICMP, ARP, TCP, UDP, DHCP, PPPoE, RTP,
S/N	>56 dB Up to 50m (164ft) IR range	Protocols	RTSP, RTCP, DNS, DDNS, NTP, FTP, UPnP, HTTP,
IR Range Wavelength	850nm		HTTPS, SMTP, 802.1x, SNMP, QoS
IR On/Off Control	Auto/Manual	C	CARLIE (Burfler Durfler C. Burfler T) ADI
Defog	Digital Defog	Compatible integration	ONVIF (Profile S, Profile G, Profile T), API
WDR	120dB		Plug-in required live view: IE9+, Chrome 41 and
VIDEO		Web Browser	below, Firefox 52 and below
Video	Ultra 26S, H.265, H.264, MJPEG	Web blowsel	Plug-in free live view: Chrome 57.0+, Firefox 58.0+,
Compression	, 2		Edge 16+, Safari 11+
H.264 code	Baseline profile, Main profile, High profile	INITERFACES	
profile	Main Stream: 8MP (3840*2160), Max 20fps;5MP	Audio I/O	1 Input: impedance 35kΩ; amplitude 2V [p-p]
	(3072*1728), Max 30fps; 4MP (2560*1440), Max30fps; 1080P (1920*1080), Max 30fps;	Audio 1/O	1 Output: impedance 600Ω; amplitude 2V [p-p]
		Network	1 RJ45 10M/100M Base-TX Ethernet
	Sub Stream: 1080P (1920*1080), Max 30fps;720P (1280*720), Max 30fps; D1 (720*576), Max 30fps; 640*350,Max 30fps; 2CIF(704*288), Max 30fps; CIF(352*288), Max 30fps;	CERTIFICATIONS	l
Frame Rate		Certifications	CE: EN 60950-1
			UL: UL60950-1
	Third Stream: D1 (720*576), Max 30fps; 640*360, Max 30fps; 2CIF(704*288), Max 30fps; CIF(352*288), Max 30fps;	5-00-00	FCC: FCC Part 15
		GENERAL	DOMESTIC OF THE STATE OF THE ST
Video Bit Rate	128 Kbps~16 Mbps	Power	DC 12V±25%, PoE (IEEE 802.3af)
OSD	Up to 8 OSDs		Power consumption: Max 10.5W
Privacy Mask	Up to 4 areas	Dimensions ($L \times W \times H$)	243 × 96 × 74mm (9.6" × 3.8" × 2.9")
ROI	Up to 8 areas	Net Weight	0.92kg (2.03lb)
Motion	Up to 4 areas	Material	Metal
Detection IMAGE		Manufate - Mentagen	-30°C ~ 60°C (-22°F ~ 140°F), Humidity: ≤95% RH
White Balance	Auto/Outdoor/Fine Tune/Sodium Lamp/Locked/Auto2	Working Environment	(non-condensing)
Smart IR	Yes	Storage Environment	-30°C ~ 60°C (-22°F ~ 140°F), Humidity: ≤95% RH
Flip	Normal/Vertical/Horizontal/180°/90°Clockwise/90°Anti-	•	(non-condensing)
De-warping	clockwise Yes	Surge Protection Ingress Protection	6KV IP67
De-warping HLC	Yes	Vandal Resistant	1767
BLC	Yes	Reset Button	N/A
			· ·

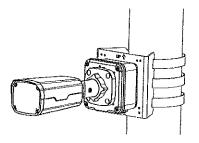


TURING

DIMENSIONS



MOUNTING



Pole Mount: TP-FCBPM Junction Box: TP-MBJB



Optional Cable Gland: TP-UWPJ



INDEPENDENT CONTRACTOR AGREEMENT

(RECREATION CENTER POOL AND FACILITY MANAGEMENT - 2024)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "Agreement"), is entered into as of the 1st day of January, 2024, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DENVER, d/b/a YMCA OF METROPOLITAN DENVER, a Colorado nonprofit corporation (the "Contractor"). The District and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

1. <u>SCOPE OF SERVICES; PERFORMANCE STANDARDS</u>. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Services**"): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms

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

- 2. <u>TERM/RENEWAL</u>. This Agreement shall be effective as of the dated date entered into hereinabove and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2024.
- 3. <u>ADDITIONAL SERVICES</u>. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.
- 4. <u>REPAIRS/CLAIMS</u>. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents, or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information, which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. <u>GENERAL PERFORMANCE STANDARDS.</u>

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

and that the Services shall be performed in accordance with the standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

- b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.
- c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.
- d. The Contractor agrees that it has complied and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county, and local or municipal body or agency laws, statutes, ordinances, and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use, or disposal of hazardous wastes, substances, or materials; (iv) rules, regulations, ordinances, and/or similar directives regarding business permits, certificates, and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.
- e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant, or employee of the District. Review, acceptance, or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions, or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 6. <u>MONTHLY STATUS REPORT</u>. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("Monthly Report").

7. COMPENSATION AND INVOICES.

a. <u>Compensation</u>. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as

Exhibit A. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in Exhibit A of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as Exhibit A-1.

- b. <u>Invoices</u>. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:
 - i. An itemized statement of the Services performed.
 - ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.
- c. The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.
- 8. <u>TIME FOR PAYMENT</u>. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory, and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 28 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.
- 9. <u>INDEPENDENT CONTRACTOR</u>. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own

employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income, or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.

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

11. CONTRACTOR'S INSURANCE.

- a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees, and agents is required for Commercial General Liability and workers' compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.
- b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the

Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

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

12. CONFIDENTIALITY AND CONFLICTS.

- Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents, or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.
- b. <u>Personal Identifying Information</u>. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.
- c. <u>Conflicts</u>. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

- OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.
- 14. <u>LIENS AND ENCUMBRANCES</u>. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

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

- b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.
- c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- 16. <u>ASSIGNMENT</u>. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.
- District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.
- 18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the District and by the District by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further

performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees, and costs associated with such transition shall not be billed by the Contractor to the District.

- 19. <u>DEFAULT</u>. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.
- 20. <u>NOTICES</u>. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: Reunion Metropolitan District

17910 Parkside Drive North Commerce City, CO 80022 Attention: Matt Urkoski

Phone: (303) 779-5710

Email: matt.urkoski@CLAconnect.com

With a Copy to: Cockrel Ela Glesne Greher & Ruhland, P.C.

44 Cook Street, Suite 620 Denver, CO 80206 Attention: David Greher and Matt Ruhland

Phone: (303) 218-7200

E-mail: <u>dgreher@cegrlaw.com</u>

mruhland@cegrlaw.com

Contractor: YMCA of Metropolitan Denver

2625 S. Colorado Blvd. Denver, CO 80222 Attention: Debbie Guth Phone: 720-810-7303

Email:dguth@denverymca.org

- 21. <u>AUDITS</u>. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.
- 22. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.
- 23. <u>BINDING AGREEMENT</u>. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.
- 24. <u>NO WAIVER</u>. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

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

- b. <u>Choice of Law</u>. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.
- 26. <u>Litigation</u>. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.
- 27. <u>GOOD FAITH OF PARTIES</u>. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.
- 28. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.
- 29. <u>GOVERNMENTAL IMMUNITY</u>. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.
- 30. <u>NEGOTIATED PROVISIONS</u>. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.
- 31. <u>SEVERABILITY</u>. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the

intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

- 32. <u>NO THIRD-PARTY BENEFICIARIES</u>. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 33. <u>OPEN RECORDS</u>. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.
- 34. <u>WARRANTY</u>. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the "**Work**") will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.
- 35. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.
- 36. <u>COUNTERPART EXECUTION</u>. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

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

	DISTRICT: REUNION METROPOLIATN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado
	Board Chair
ATTEST:	
Board Secretary	

District's Signature Page to Independent Contractor Agreement for Recreation Center Pool and Facility Management Services with Reunion Metropolitan District, dated January 1, 2024

	CONTRACTOR: THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DENVER, d/b/a, YMCA OF METROPOLITAN DENVER, a Colorado nonprofit corporation
	Printed Name
	Title
STATE OF COLORADO) (SS.) (COUNTY OF)	
The foregoing instrument was acknowledge	ed before me this day of, as the, of the Young n Denver.
Witness my hand and official seal.	
My commission expires:	
Notary Publi	c:

Contractor's Signature Page to Independent Contractor Agreement for Recreation Center Pool and Facility Management Services with Reunion Metropolitan District, dated January 1, 2024

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



Reunion Rec Center and Southlawn Pool Management Budget Summary 2024

COST: REUNION REC POOL January 1, 2024– December 31, 2024: \$ 165,114(5 monthly payments of \$33,022.80 due May, June, July, August, and September)

Details

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

DAYS AND HOURS OF OPERATION OF REC CENTER SWIMMING POOL

Independent Contractor agrees to operate the Pool in accordance with the schedule. Regularly scheduled hours of operation will include four (3) lifeguards and a gate guard for resident and guest check in May 24 – September 2, Sunday – Monday 10am-8pm with back to school hours beginning Aug 12, pool schedule is Mon- Fri: 5-8pm with three (3) guards and four (3) guards Sat & Sun 10am-7pm). Times may be adjusted periodically by the District, with Independent Contractor's assistance to meet the requirements of Reunion Recreation Center Residents. The pool will close at 5pm on 4th of July.

The season may be extended by opening the Pool on weekends in September provided the District notifies Independent Contractor by August 1, 2024 if staffing is available. The cost for such extension shall be \$35.00 per hour and if notified after August, 1, 2024 cost for staffing shall be \$55.00 per hour and based on staff availability.

Pool availability at times other than regularly scheduled hours of operation and arrangements for use, including supervision and fees, shall be determined by the District with Independent Contractor's assistance.

Independent Contractor reserves the right to close the Pool during inclement weather at the discretion of the lifeguards on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or the temperature drops below 65 degrees (health department recommendation). The Pool will reopen when the lifeguard on duty deems it safe to return to the water.

COST: SOUTHLAWN POOL January 1, 2024– December 31, 2024: \$ 139,042(5 monthly payments of \$ 27,808.40 (due May, June, July, August, and September)

Details:

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

DAYS AND HOURS OF OPERATION OF REC CENTER SWIMMING POOL

Independent Contractor agrees to operate the Pool in accordance with the schedule. Regularly scheduled hours of operation will include three (3) lifeguards and a gate guard for resident and guest check in May 25– September 2, Sunday – Monday 10am-8pm with back to school hours beginning Aug 12, pool schedule is Mon- Fri: 5-8pm with two (2) guards and three (2) guards Sat & Sun 10am-7pm. Times may be adjusted periodically by the District, with Independent Contractor's assistance to meet the requirements of Reunion Recreation Center Residents. The pool will close at 5pm on 4th of July.

The season may be extended by opening the Pool on weekends in September provided the District notifies Independent Contractor by August 1, 2024 if staffing is available. The cost for such extension shall be \$35.00 per hour and if notified after August, 1, 2024 cost for staffing shall be \$55.00 per hour and based on staff availability.



Pool availability at times other than regularly scheduled hours of operation and arrangements for use, including supervision and fees, shall be determined by the District with Independent Contractor's assistance.

Independent Contractor reserves the right to close the Pool during inclement weather at the discretion of the lifeguards on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or the temperature drops below 65 degrees (health department recommendation). The Pool will reopen when the lifeguard on duty deems it safe to return to the water.



Reunion Facility Management Budget Summary 2024

REUNION REC CENTER FACILITY MANAGEMENT January 1, 2024– December 31, 2024: \$ 661,500 (12 monthly payments of \$ 55,125)

Staffing:

Full Time Facility Manager
Full Time Sports/Activity Manager
Two Full Time desk Supervisors
Part time Desk staff
Part time Pool Check In Staff
Part Time Sports staff

Desk hours:

M-Th: 5:30am-9pm Fr: 5:30am-7pm Sat: 8:30am-6pm Sun: 10:30am-6pm

Facility Scope of Work

- 1. The YMCA will operate the Community Center as an extension of its current operations.
- 2. Operations of the facility, programs and services will be consistent with YMCA standards and guidelines agreed upon by the District Board.
- 3. The YMCA may offer traditional and non-traditional YMCA programs and services at an additional fee to participants. (determined by the District) These programs could include swim lessons, youth golf, aerobics, child watch, day camp, birthday parties, water fitness, teen services, etc. YMCA will handle registration and fee collection for all programs.
- 4. YMCA will plan and host community events with a budget set by the District and will provide hours for staffing of the events as well as community clubs at an additional cost.
- 5. The establishment of operating hours will be agreed upon by the YMCA and the District.
- 6. The District will be responsible for all consumable supplies related to the operation of the facilities. YMCA orders and inventories all supplies.
- 7. All maintenance and repair costs of mechanical systems, plumbing, pool filtration systems and general building repairs will be the responsibility of the District and coordinated by the YMCA
- 8. The YMCA does weekly facility checks to ensure the safety and the upkeep of the building. To include but not limited to, equipment checks, changing light bulbs, light cleaning after programs, ect. These checks can be reported weekly or monthly.
- 9. All computer systems will be supplied by the District. The YMCA will have administrator rights to load the YMCA network for day to day operations. (CRM system)
- 10. YMCA will schedule staff and collect fees for all facility rentals. All facility rental fees will be paid to the District on a quarterly basis.
- 11. YMCA will distribute homeowner access cards for the District.
- 12. YMCA will oversee a third-party cleaning company for the District including but not limited to, window washing, pest control.
- 13. YMCA will coordinate and oversee facility maintenance needs in coordination with the District.



- 14. Program surveys, attendance at board meetings and monthly reports all help to increase communication and ensure client satisfaction.
- 15. Hire and schedule for facility departments (front desk, fitness instructors, gate guards, and event/programming staff) and follow through with YMCA and district policies trainings along with day to day operations. Complete payroll and other staffing training requirements.
- 16. Administration to include greeting guests, issuing access cards and ensuring waiver and accounts are completed and up to date within Trac Rec system, checking guests into system, collecting programming and outside user fees and selling outside user memberships, assisting in audio/visual, reservations calendar, responding to phone calls and online inquiries within 1-business day.
- 17. Ensure facility information, passwords, and account information is documented and up to date.
- 18. Manage contract for Preschool.

Events:

Facility Manager would work with a social committee to provide guidance for planning, ordering of supplies and lining up vendors. No additional charge for up to 12 events year. For any additional events there would be a charge of \$75/hr for the manager. For any additional staff needed other than the manager, for any event the cost will be \$35/hr and will be billed the following month.

The Facility Manager will be at all events if possible and their time is included in this amount. If the Facility Manager cannot attend an event a designated staff person will be sent in their place at no additional cost.

- Event management including webpage and calendar administration:
 - Social committee coordination including meetings with committee up to 12 times/year, meeting minutes, budget oversight, and reports.
 - Social committee events including manager support up to 12 events/year (direct costs associated with events are paid from social committee budget).
 - Community events including planning, and hosting for the following:
 - Holiday events: Memorial Day, Fourth of July, Easter, Christmas
 - Movie nights
 - New neighbor welcome
 - Card games
 - Book club
 - Other events as approved by the District

Expenses and supplies for events will be billed separately. Collaboration with outside contractors for major events.

Sports/Programs:

Operations of running sports league for the District. Basketball, Soccer, Baseball T-ball and other Sports depending on interest from the community. Program operations Art, Dance, Teen leadership and other programs to serve the community.

EXHIBIT A-1

CONTRACTOR'S COMPLETED W-9

EXHIBIT BINSURANCE REQUIREMENTS

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

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

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

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

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

EXHIBIT B-1 CERTIFICATE(S) OF INSURANCE

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "**Agreement**") is made and entered into to be effective as of January 1, 2024, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), and ENVIRONMENTAL DESIGNS, LLC, a Colorado limited liability company (the "**Contractor**") (the District and the Contractor are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

- 1. <u>Services</u>. The Contractor agrees to provide services related to the following scope of services: Landscape Maintenance Reunion Metropolitan District-Carriage, as further detailed in the Proposal No. 110977, attached hereto as <u>Exhibit A</u> and incorporated herein by this reference, which is supplemented by an Additional Scope of Services Proposal No. 110979, attached hereto as <u>Exhibit B</u> and incorporated herein by this reference. The scope of services referenced above along with any Additional Scope of Services is hereinafter referred to as the "**Scope of Services**." All provisions of the Scope of Services, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and any Scope of Services, the provisions contained within this Agreement shall control.
- 2. <u>Time of Commencement and Completion of Services</u>. The services to be performed pursuant to this Agreement shall commence on January 1, 2024 and shall continue until December 31, 2024. Any extension to the term of services set forth above must be agreed upon in writing by the Parties.
- 3. <u>Termination by District</u>. Notwithstanding the time periods contained herein, the District may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least ten (10) days prior to the termination date contained in said notice unless otherwise agreed to in writing by the Parties. In the event of any such termination by the District, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Such payment shall be the Contractor's sole right and remedy for such termination.
- 4. <u>Suspension</u>. Without terminating this Agreement or breaching its obligations hereunder, the District may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to the District for services under this Agreement to the minimum. No work shall be performed during such suspension except with prior written authorization by the District Representative. After a suspension has been in effect for thirty (30) days, the Contractor may terminate this Agreement at will.

- 5. <u>Compensation</u>. In consideration of the services to be performed pursuant to this Agreement, the District agrees to pay the Contractor the amounts set forth in the Scope of Services. The District shall provide no benefits to the Contractor other than the compensation and approved Reimbursable Expenses stated above. The Contractor shall bill its charges to the District periodically, but no more frequently than once a month. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The District shall provide no benefits to the Contractor other than the compensation stated above.
- 6. Qualifications on Obligations to Pay. No partial payment shall be final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the District may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:
 - (a) The Contractor is in default of any of its obligations under this Agreement.
- (b) Any part of such payment is attributable to services that are not performed according to this Agreement. The District will pay for any portion of the services performed according to this Agreement.
- (c) The Contractor has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the District has made payments to the Contractor.
- 7. <u>District Representative</u>. The District will designate, prior to commencement of work, its project representative (the "**District Representative**") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the District Representative.
- 8. <u>Independent Contractor</u>. The services to be performed by the Contractor are those of an independent contractor and not of an employee of the District. The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from the District for the performance of the services specified in this Agreement.
- 9. Personal Services. It is understood that the District enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the District. The Contractor accepts the relationship of trust and confidence established between the Parties. The Contractor shall use its best efforts and shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the District's local area; provided, however, that in the event the

standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

- 10. <u>Accuracy of Work</u>. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The District's approval shall not diminish or release the Contractor's duties, since the District is ultimately relying upon the Contractor's skill and knowledge.
- 11. <u>Duty to Warn</u>. The Contractor agrees to call to the District's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the District or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the District. Nothing shall detract from this obligation unless the Contractor advises the District in writing that such data may be unsuitable, improper, or inaccurate and the District nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.
- 12. <u>Insurance</u>. The Contractor represents, warrants, and agrees that it has and shall maintain State minimum workers' compensation insurance coverage for its employees, if any. The Contractor shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of five hundred thousand dollars (\$500,000) for bodily injury, death, or damage to property of any person and two million dollars (\$2,000,000) for bodily injury, death, or damage to property of more than one person, or the maximum amount that may be recovered under the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as from time to time amended (the "CGIA"), whichever is higher. All insurance policies (except workers' compensation) shall include the District and its elected officials and employees as additional insureds. At the request of the District, the Contractor shall provide the District with documentation evidencing such coverages.
- 13. Warranties and Guarantees. The Contractor hereby represents, warrants and guarantees to the District all workmanship, equipment and materials paid for by the District pursuant to this Agreement for a period of two years following the date of purchase by the Contractor. Such warranty and guarantee shall be construed to include, but is not limited to, representations that all workmanship, equipment and materials are of good quality, free from any defects or irregularities, and in strict conformity with any and all specifications provided to the Contractor by the District. If any defect in workmanship, equipment or materials arises, the Contractor shall remedy or otherwise correct such defect without cost to the District within such reasonable period of time as specified by the District in writing. If the Contractor fails to repair such defect within such period of time specified by the District, the District may repair such defect or contract for such repairs at the expense of Contractor.
- 14. <u>Compliance with Laws</u>. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services.

- 15. <u>Acceptance Not Waiver</u>. The District's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the District under this Agreement.
- 16. <u>Default</u>. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.
- 17. Remedies. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity If legal or equitable action is commenced related to this Agreement, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorney fees and costs incurred because of the default.

18. <u>Indemnification; No Waiver of Liability</u>.

- The Contractor shall indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "District Indemnitees"), from and against any and all claims, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees to the extent arising out of the negligent errors or omissions, willful misconduct, or any criminal conduct of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for negligence of the District, its construction contractors, or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employees benefit acts, provided that in no even shall the Contractor be liable for special/consequential or punitive damages.
- (b) The indemnification requirements detailed in this Agreement shall be expressly limited by the terms and conditions of Section 13-50.5-102(8), C.R.S., as amended, to the extent that such terms and conditions are applicable to the services provided by the Contractor under this Agreement.
- (c) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in this Paragraph 18. The indemnification obligations set forth in this Paragraph 18 shall survive the expiration or termination of this Agreement.

- (d) If the Proposal or Additional Services contains any provisions purporting to require the District to defend, indemnify, or hold harmless the Contractor or purporting to affect a waiver or limitation of the Contractor's liability (either by type of liability or amount), the District does not agree or accept such provisions and such provisions are not part of the Agreement. The District is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the CGIA or otherwise available to the District or its officers or employees.
- 19. <u>Binding Effect</u>. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.
- 20. <u>Law; Venue.</u> The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for the county in which the District is located.
- 21. <u>Severability</u>. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- 22. <u>Annual Appropriation</u>. The District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District's Board of Directors.
- 23. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the District. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Contractor as instruments of service shall be provided to the District. The District understands such documents are not intended or represented to be suitable for reuse by the District or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the District's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, subcontractors, or consultants.
- 24. <u>Taxes</u>. The District is a governmental entity and is therefore exempt from state and local sales and use tax. The District will not pay for or reimburse any sales or use tax that may not directly be imposed against the District. The Contractor shall use the District's sales tax exemption for the purchase of any and all products and equipment on behalf of the District.
 - 25. <u>Time is of the Essence</u>. All times stated in this Agreement are of the essence.

26. <u>Notices</u>. All notices which are required or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

District: Reunion Metropolitan District

c/o CliftonLarsonAllen

8390 East Crescent Parkway, Suite 300 Greenwood Village, Colorado 80111

Attn: Matt Urkoski

Email: matt.urkoski@claconnect.com

with a copy to: Cockrel Ela Glesne Greher & Ruhland, P.C.

44 Cook Street, Suite 620 Denver, Colorado, 80206

Attn: Matt Ruhland and David Greher Email: mruhland@cegrlaw.com
Email: dgreher@cegrlaw.com

Contractor: Environmental Designs, LLC

12511 E. 112th. Avenue Henderson, CO 80640

303-287-9113

Attn: Michael Hoefer

Email: Michael.Hoefer@environmentaldesigns.com

- 27. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, Title 24, Article 71.3, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.
- 28. <u>No Third-Party Beneficiaries</u>. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

{The remainder of this page is intentionally left blank.}

IN WITNESS WHEREOF, the Parties have executed this Services Agreement as of the day and year first set forth above.

	DISTRICT: Reunion Metropolitan District
	By: Name: Title:
ATTEST:	
By: Name: Title:	
	By:
	Name:
	Title:

EXHIBIT A

Scope of Services



ENVIRONMENTAL DESIGNS, LLC

DENVER METRO (303) 287-9113 12511 E. 112TH AVE. BRIGHTON, CO 80640 NORTHERN COLORADO (970) 237-6225 3950 PATTON AVE. LOVELAND, CO 80538 CASTLE ROCK (303) 814-6070 3128 INDUSTRIAL WAY CASTLE ROCK, CO 80109

WWW.ENVIRONMENTALDESIGNS.COM

LANDSCAPE MAINTENANCE AGREEMENT

EDLLC Contact: Michael Hoefer Proposal #: 110977

Project Name: Reunion Metropolitan District-Carriage Effective Date: January 1, 2024

Project Address 17910 E. Parkside Drive North, Commerce City, CO 80022 Termination Date: December 31, 2024

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 1/1/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Reunion Metropolitan District-Carriage (the "Client"). The Client and Contractor agree as follows:

SCOPE OF WORK

- A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.
- B. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in this Agreement.

2. GENERAL PROVISIONS

- A. The Contractor shall be responsible for any damages caused by his work force while performing the requirements of this agreement. The Contractor shall provide Labor and Materials for the repair or replacement of these damages.
- B. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the offering party receives notice of acceptance within ten (10) calendar days of the date of this contract. If accepted, this document shall become a contract between Client and Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between Client and Contractor.
- C. This agreement constitutes the entire contract between the Client and Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of Contractor. Any obligation in this contract that, by its terms, is intended to be performed after completion shall survive the same.

3. TERMINATION

- A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.
- B. Contractor and Client agree that the work performed is proportionally greater during the growing season. In the event of termination full payment for actual services performed or materials provided become due and payable on or before date of termination. In the event of pre-payment of services or materials not performed or provided, a refund will be due and payable on termination date.
- C. In the event that Contractor cannot secure an adequate labor force to perform the work as outline within this agreement, at the sole discretion of Contractor, Contractor may cancel this agreement without penalty from Client subject to notification as outlined above.
- D. If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, Inc. reserves the right to suspend services until the account is made current without any breach of contract.

4. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. The Contractor shall provide proof of coverage to the client prior to work being performed.

5. ADDITIONAL SERVICES AVAILABLE

253

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

- 1. Full Landscape Design Services by in house Architects and Designers.
- 2. All sizes of landscape construciton projects, both residential and commercial.
- 3. Irrigation system design, installation, and service.
- 4. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, deckscapes, etc.
- 5. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
- 6. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
- 7. Full Arbor Services including tree pruning, tree removal, and stump grinding.
- 8. Estate Maintenance Programs
- 9. Native Grass and Field Mowing
- 10. Holiday Lighting and Decoration

6. PAYMENT SCHEDULE

- A. All payments are to be made on or before that last day of each month. Billing cycle will be processed on the first for services performed for that month. Time and material charges will be invoiced separately and will be due NET 30 from date of invoice.
- B. Payments past due fifteen (15) days shall incur a finance charge of 1.5% per month (18% per anum). ENVIRONMENTAL DESIGNS, LLC or its assignee shall be entitled to collect all reasonable costs and expenses of collection, including, but not limited to, reasonable attorney fees.
- C. In consideration for the Contractor's perfomance of the Work included in this agreement and before any Additional Services Addendums, if any, the Client will pay the Contractor as follows:

12 Monthly Installments of: \$7,783.42
Starting: January 2024
Ending: December 2024
Total Contract Price: \$93,401.04

D. In the event that the average fuel price index, as found on http://www.denvergasprices.com, reach or exceed \$4.00 per gallon, a fuel surcharge of 3% will be applied to all invoices associated with this Snow Services Agreement until fuel prices drop below the aforementioned benchmark price, said surcharge shall increase 3% for every \$0.50 increase above the benchmark price of \$4.00 per gallon.

7. ACCEPTANCE

ENVIRONMENTAL DESIGNS, LLC 12511 E. 112th. Avenue Henderson, CO 80640 303-287-9113		Reunion Metropolitan District-Carriage 17910 E. Parkside Drive North Commerce City, CO 80022 303-265-7919	
Contractor Signature	Date	Client Signature	Date
Printed Name		Printed Name	

EXHIBIT A Scope of Services (the "Work")

Weekly Services

Frequency included in this Agreement

25

Weekly Services shall include the weekly monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-monthly from April to October.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Aeration - Spring

Frequency included in this Agreement

1

A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.

Aeration - Fall

Frequency included in this Agreement

1

A core aeration of all turf areas shall be performed in the Fall to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.

Fertilization - Spring Turf

Frequency included in this Agreement

1

Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas. Thus, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.

Fertilization - Summer Turf

Frequency included in this Agreement

1

Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.

Fertilization - Fall Turf

Frequency included in this Agreement

1

Fall Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the end of the growing season and will promote a healthy root system going into winter.

Spring Leaf & Debris Clean-up

Frequency included in this Agreement

1

Spring Leaf & Debris Clean-up consists of the cleaning of any leftover leaves, bed maintenance, and edging along sidewalks and hardscape as needed.

Fall Leaf & Debris Clean-up

Frequency included in this Agreement

1

Fall Leaf and Debris Clean-up includes the raking or blowing of leaves and removal from landscape areas after all of the leaves have fallen from the trees and shrubs on the poperty. All leaves and debris will be disposed of off site.

Prune / Cutback Grasses & Perennials

Frequency included in this Agreement

ı

Prune / Cutback Grasses & Perennials includes the late winter or early spring cutting of the Ornamental Grasses and Perennials to promote healthy growth in the next growing season.

Prune Trees & Shrubs

Frequency included in this Agreement

1

This service includes the one-time pruning of all shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site at the appropriate time during the growing season to accommodate normal growing habits. This includes the removal of nuisance growth and site restrictions. Large tree trimming and removal, rejuvenation pruning, full removal of dead and/or dying branches & limbs, and other major pruning projects are available upon request under separate bid.

EXHIBIT A Scope of Services (the "Work")

Prune Trees & Shrubs - Touchup

Frequency included in this Agreement

3

This service includes additional rounds of selective pruning of nuisance growth and site restrictions on shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site.

Pruning / Deadhead Roses

Frequency included in this Agreement

1

This service includes the hand pruning and deadheading of roses on site.

Pre-Emergent Application-Beds/Parking

Frequency included in this Agreement

1

This service includes the spraying of a Pre-Emergent Weed Control Pesticide on all beds and cracks in the adjacent walks and parking areas.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 1

Frequency included in this Agreement

1

This service includes one broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 2

Frequency included in this Agreement

1

This service includes one spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Winter Services

Frequency included in this Agreement

24

Winter Services are included under this agreement and shall consist of a weekly policing of the property for removal of loose trash & debris.

Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.

EXHIBIT B

Additional Scope of Services

Native Mowing Addendum



ENVIRONMENTAL DESIGNS, LLC

DENVER METRO (303) 287-9113 12511 E. 112TH AVE. BRIGHTON, CO 80640 NORTHERN COLORADO (970) 237-6225 3950 PATTON AVE. LOVELAND, CO 80538 CASTLE ROCK (303) 814-6070 3128 INDUSTRIAL WAY CASTLE ROCK, CO 80109

WWW.ENVIRONMENTALDESIGNS.COM

NATIVE MOWING ADDENDUM

Additional Scope of Services (the "Work") to the LANDSCAPE MAINTENANCE AGREEMENT

EDLLC Contact: Michael Hoefer	Proposal #:	110979
Project Name: Reunion Metropolitan District-Carriage Project Address 17910 E. Parkside Drive North, Commerce City, CO 800)22	
THIS NATIVE MOWING ADDENDUM (the "Addendum") is made part of more specificaly Exhibit A, Scope of Services (the "Work") by and between Reunion Metropolitan District-Carriage (the "Client") entered into on 1/1/2	en Environmental Designs, LLC (t	the "Contractor") and
1. ADDITIONAL SCOPE OF WORK		
Native Broadleaf Weed Treatment Frequence This Service includes spraying the Native Grass Areas with a broadleaf herl Group Pi		1 \$154.59
By initialing here, Client agrees to adding only the services not accepted by Client then the final price of this Addendum shall be adjust	in this group to the Standard Maintenanc	
This service includes one round of mowing of the Native Areas associated		1
Group Po By initialing here, Client agrees to adding only the services not accepted by Client then the final price of this Addendum shall be adjust	s in this group to the Standard Maintenanc	\$264.76 Agreement. If all groups are
Native Mowing Round 2 Frequence This service includes one round of mowing of the Native Areas associated of Group Po		1 \$264.76
By initialing here, Client agrees to adding only the services not accepted by Client then the final price of this Addendum shall be adjust	s in this group to the Standard Maintenanc	Agreement. If all groups are
Native Mowing Round 3 Frequence This service includes one round of mowing of the Native Areas associated of Group Po		1 \$264.75
By initialing here, Client agrees to adding only the services not accepted by Client then the final price of this Addendum shall be adjust	s in this group to the Standard Maintenanc	·
2. PAYMENT TERMS		
By initialing here Client agrees to have the services approv	ved above invoiced in whole at the time that	at the services are performed
Total Price of Addendum: \$948.86		

By initialing here Client agrees to have the services approved above added to its monthly invoice outlined in the Landscape Maintenance Agreement

12 Monthly Installments of: \$79.07 Starting: January 2024 Ending: December 2024

3.	Δ	0	F	PΤ	Δ	N	C	F
J. ,	м	_	JE	ГΙ	м	W	·	

ENVIRONMENTAL DESIGNS, INC. 12511 E. 112th. Avenue Henderson, CO 80640 303-287-9113		Reunion Metropolitan District-Card 17910 E. Parkside Drive North Commerce City, CO 80022 303-265-7919	riage
Contractor Signature	Date	Client Signature	Date
Printed Name		Printed Name	

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "**Agreement**") is made and entered into to be effective as of November ____, 2023, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), and GROUNDWORKS COLORADO, LLC, a Delaware limited liability company authorized to conduct business in Colorado (the "**Contractor**") (the District and the Contractor are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

- 1. <u>Services</u>. The Contractor agrees to provide services related to repairs associated with the gymnasium/basketball court at the Reunion Recreation Center, as further detailed in the Proposal attached as <u>Exhibit A</u> hereto which is incorporated herein by this reference, and may supplemented by any Additional Scope of Services attached as <u>Exhibit B</u> hereto which, if attached, is incorporated herein by this reference. The scope of services referenced above along with any Additional Scope of Services is hereinafter referred to as the "**Scope of Services**." All provisions of the Scope of Services, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and any Additional Scope of Services, the provisions contained within this Agreement shall control.
- 2. <u>Time of Commencement and Completion of Services</u>. The services to be performed pursuant to this Agreement shall commence immediately upon execution of the agreement. The services to be performed pursuant to this Agreement shall be completed no later than ________, 2023. Any extensions of the time limit set forth above must be agreed upon in writing by the Parties.
- 3. <u>Termination by District</u>. Notwithstanding the time periods contained herein, the District may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least ten (10) days prior to the termination date contained in said notice unless otherwise agreed to in writing by the Parties. In the event of any such termination by the District, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Such payment shall be the Contractor's sole right and remedy for such termination.
- 4. <u>Suspension</u>. Without terminating this Agreement or breaching its obligations hereunder, the District may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to the District for services under this Agreement to the minimum. No work shall be performed during such suspension except with prior written authorization by the District Representative. After a suspension has been in effect for thirty (30) days, the Contractor may terminate this Agreement at will.

- 5. <u>Compensation</u>. In consideration of the services to be performed pursuant to this Agreement, the District agrees to pay the Contractor the amounts set forth in the Scope of Services. The District shall provide no benefits to the Contractor other than the compensation and approved Reimbursable Expenses stated above. The Contractor shall bill its charges to the District periodically, but no more frequently than once a month. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The District shall provide no benefits to the Contractor other than the compensation stated above.
- 6. Qualifications on Obligations to Pay. No partial payment shall be final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the District may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:
 - (a) The Contractor is in default of any of its obligations under this Agreement.
- (b) Any part of such payment is attributable to services that are not performed according to this Agreement. The District will pay for any portion of the services performed according to this Agreement.
- (c) The Contractor has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the District has made payments to the Contractor.
- 7. <u>District Representative</u>. The District will designate, prior to commencement of work, its project representative (the "**District Representative**") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the District Representative.
- 8. <u>Independent Contractor</u>. The services to be performed by the Contractor are those of an independent contractor and not of an employee of the District. The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from the District for the performance of the services specified in this Agreement.
- 9. Personal Services. It is understood that the District enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the District. The Contractor accepts the relationship of trust and confidence established between the Parties. The Contractor shall use its best efforts and shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the District's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing

the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

- 10. <u>Accuracy of Work</u>. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The District's approval shall not diminish or release the Contractor's duties, since the District is ultimately relying upon the Contractor's skill and knowledge.
- 11. <u>Duty to Warn</u>. The Contractor agrees to call to the District's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the District or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the District. Nothing shall detract from this obligation unless the Contractor advises the District in writing that such data may be unsuitable, improper, or inaccurate and the District nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.
- 12. <u>Insurance</u>. The Contractor represents, warrants, and agrees that it has and shall maintain State minimum workers' compensation insurance coverage for its employees, if any. The Contractor shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of five hundred thousand dollars (\$500,000) for bodily injury, death, or damage to property of any person and two million dollars (\$2,000,000) for bodily injury, death, or damage to property of more than one person, or the maximum amount that may be recovered under the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as from time to time amended (the "CGIA"), whichever is higher. All insurance policies (except workers' compensation) shall include the District and its elected officials and employees as additional insureds. At the request of the District, the Contractor shall provide the District with documentation evidencing such coverages.
- 13. Warranties and Guarantees. The Contractor hereby represents, warrants and guarantees to the District all workmanship, equipment and materials paid for by the District pursuant to this Agreement for a period of two years following the date of purchase by the Contractor. Such warranty and guarantee shall be construed to include, but is not limited to, representations that all workmanship, equipment and materials are of good quality, free from any defects or irregularities, and in strict conformity with any and all specifications provided to the Contractor by the District. If any defect in workmanship, equipment or materials arises, the Contractor shall remedy or otherwise correct such defect without cost to the District within such reasonable period of time as specified by the District in writing. If the Contractor fails to repair such defect within such period of time specified by the District, the District may repair such defect or contract for such repairs at the expense of Contractor.
- 14. <u>Compliance with Laws</u>. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services.
- 15. <u>Acceptance Not Waiver</u>. The District's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the District under this Agreement.

- 16. <u>Default</u>. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.
- 17. Remedies. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity If legal or equitable action is commenced related to this Agreement, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorney fees and costs incurred because of the default.

18. <u>Indemnification; No Waiver of Liability</u>.

- (a) The Contractor shall indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees to the extent arising out of the negligent errors or omissions, willful misconduct, or any criminal conduct of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for negligence of the District, its construction contractors, or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employees benefit acts, provided that in no even shall the Contractor be liable for special/consequential or punitive damages.
- (b) The indemnification requirements detailed in this Agreement shall be expressly limited by the terms and conditions of Section 13-50.5-102(8), C.R.S., as amended, to the extent that such terms and conditions are applicable to the services provided by the Contractor under this Agreement.
- (c) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in this Paragraph 18. The indemnification obligations set forth in this Paragraph 18 shall survive the expiration or termination of this Agreement.
- (d) If the Proposal or Additional Services contains any provisions purporting to require the District to defend, indemnify, or hold harmless the Contractor or purporting to affect a waiver or limitation of the Contractor's liability (either by type of liability or amount), the District does not agree or accept such provisions and such provisions are not part of the Agreement. The District is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the CGIA or otherwise available to the District or its officers or employees.

- 19. <u>Binding Effect</u>. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.
- 20. <u>Law; Venue</u>. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for the county in which the District is located.
- 21. <u>Severability</u>. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- 22. <u>Annual Appropriation</u>. The District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District's Board of Directors.
- 23. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the District. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Contractor as instruments of service shall be provided to the District. The District understands such documents are not intended or represented to be suitable for reuse by the District or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the District's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, subcontractors, or consultants.
- 24. <u>Taxes</u>. The District is a governmental entity and is therefore exempt from state and local sales and use tax. The District will not pay for or reimburse any sales or use tax that may not directly be imposed against the District. The Contractor shall use the District's sales tax exemption for the purchase of any and all products and equipment on behalf of the District.
 - 25. Time is of the Essence. All times stated in this Agreement are of the essence.
- 26. <u>Payment Terms</u>. The parties agree and understand that Items 1-8 listed in the Payment Terms footnotes on Exhibit A shall be deleted and not considered a part of this Agreement.
- 27. <u>Notices</u>. All notices which are required or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

District: Reunion Metropolitan District

c/o CliftonLarsonAllen

8390 East Crescent Parkway, Suite 300 Greenwood Village, Colorado 80111

Attn: Matt Urkoski

Email: matt.urkoski@claconnect.com

with a copy to: Cockrel Ela Glesne Greher & Ruhland, P.C.

44 Cook Street, Suite 620 Denver, Colorado, 80206

Attn: Matt Ruhland and David Greher

Email: mruhland@cegrlaw.com Email: dgreher@cegrlaw.com

Contractor: Groundworks Colorado, LLC

4686 Ivy Street

Denver, Colorado 80216 Attn: James Headlee

Email: James.Headlee@groundworks.com

- 28. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, Title 24, Article 71.3, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.
- 29. <u>No Third-Party Beneficiaries</u>. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

{The remainder of this page is intentionally left blank.}

IN WITNESS WHEREOF, the Parties have executed this Services Agreement as of the day and year first set forth above.

	DISTRICT: REUNION METROPOLITAN DISTRICT
	By: Name: Title:
ATTEST:	
By: Name: Title:	
	CONTRACTOR: GROUNDWORKS COLORADO, LLC
	By: Name:
	Title:
STATE OF COLORADO) COUNTY OF)	
The foregoing instrument was ack	nowledged before me this day of November, 2023, of Groundworks Colorado, LLC.
Witness my hand and official seal.	
My commission expires:	
	Notary Public

EXHIBIT A

Proposal

Denver 4686 Ivy Street Denver, CO 80216 (303) 395-9156

Date ______11/6/2023



Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Rec. Center - Reunion Metro District - POC Brett Price Reunion Reu	CONTRACT		
Receiptor Receip	Licensed Contractor		
Reunion Rec. Center - Reunion Metro District - POC Brett Price (303) 288-5431 Project Location E-mail bprice@oakwoodhomes.com PROPOSED PRODUCTS Utilities Protection 1.0 SettleStop PolyRenewal - Garage/Indoor 1700.0 SettleStop Concrete Movement Package (2-Part) 1972.0 Soil Injection 9'-12' 51.0 Soil Injection 6'-8' 51.0 Soil Injection 3'-5' 51.0 Soil Injection 5'-8' 51.0 Soil Injection 6'-8' 51.0 Soil Injection 6'-8' 51.0 Soil Injection 9'-12' 51.0 So			
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x	Customer	Contractor	
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	x		

Date ______11/6/2023

Product Specifications

Utilities Protection

Utilities protection will cover repairs to private utilities damaged during installation (cable, private water lines, private electric lines etc). Repairs limited to damage area and do not include full line replacement.

SettleStop PolyRenewal - Garage/Indoor

PolyRenewal is a two-part urethane polymer that expands into rigid, structural foam to fill voids, stabilize, and sometimes lift concrete. Small 3/8" holes are drilled in strategic locations in the slab. PolyRenewal is injected beneath the slab to fill voids and attempt lift. Holes are grouted and sealed but may not match the color of the existing flooring or concrete. Customer is aware that the concrete can crack during the lifting process. Contractor will repair cracks that are caused by the lift but will not replace any concrete. The concrete can sometimes be ground down to reduce tripping hazards. Customer is aware that the concrete may not be perfectly level. Contractor guarantees stabilization. Sealing all joints and preexisting cracks are recommended and can be added for an additional charge.

SettleStop Concrete Movement Package (2-Part)

SettleStop Concrete Movement Package (2-part) includes stabilizing concrete in the work area as shown on the diagram. It is not designed to lift concrete, but to stabilize. Factory control joints will be cleaned and caulked.

Contractor Agrees to

Remove and replace concrete as necessary in the work area. Customer understands concrete patch will not match existing concrete.

Customer agrees to

- o Move all personal items at least 10 feet from the work area.
- o Make final payment to foreman after completion of work.
- o Be present during any lift procedure.
- o Mark any private underground lines (sprinkler systems, exterior lighting, cable etc.) and assumes liability if damage should occur to such lines. Customer understands that PolyRenwal is not a waterproofing system and is not warranted as such. Proper grading, drainage, and moisture control are essential to the success of lifting and stabilizing concrete for long term protection; saturation of soil underneath and around PolyRenewal can, and will likely, lead to additional future concrete movement in the work area.

The products and/or services listed below have been recommended, however Customer has declined to have these products installed and/or service362 formed.

RECOMMENDED PRODUCTS DECLINED	QTY
Utilities Protection	1.0
5 Year Annual Service Plan	1.0
3 Year Annual Service Plan	1.0
1 Year Annual Service Plan	1.0
SettleStop Concrete Movement Package (2-Part)	5780.0

Recommended Specifications

5 Year Annual Service Plan

Five years of service is included in this contract. Customer is aware this will be on the aniversary date of install completed. This is not refundable and will transfer to new home owners if house is sold.

3 Year Annual Service Plan

Three years of service is included in this contract. Customer is aware this will be on the aniversary date of install completed. This is not refundable and will transfer to new home owners if house is sold.

1 Year Annual Service Plan

One year of service is included in this contract. Customer is aware this will be on the aniversary date of install completed. This is not refundable and will transfer to new home owners if house is sold.

1. Services. Groundworks Colorado, LLC d/b/a Groundworks Colorado,

is a specialty contractor licensed in residential building, commercial building, masonry, concrete, commercial improvement, and/or home improvement, as required by individual municipalities.

This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/ management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and cancel

- 2. Acceptance of Contract. By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.
- 3. **Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of \$25 will be charged for each returned check, and interest at a rate of 1% per month shall be applied to any amounts owed by Customer to Contractor if Customer fails to pay the amounts owed for the Work as agreed.
- 4. Insurance. Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.

5. Dispute Resolution.

Dispute Resolution. The Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules. Except for instances of failure to pay the full amount of the Contract, any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at http://info.adr.org/constructionfeeschedule/.

The arbitrator has the discretion and authority to award such remedies as may be available under applicable law. Each party shall be responsible for its own attorneys' fees for

If payment in full is not made when due, Contractor is entitled to proceed with litigation and may recover all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the court may adjudge reasonable. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 1% per month. EACH PARTY TO THIS CONTRACT FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHTS TO TRIAL BY JURY FOR ANY CLAIM, DISPUTE, OR OTHER MATTER IN CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.

Customer's Responsibility.

- a. Cosmetic Repairs. Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.
- b. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.
- c. Water Seepage. Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a Water Management System is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
- d. Access and Personal Property. Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a trip fee of \$250. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, floring, finish carpentry, wall coverings, or landscaping at a rate of \$40 per man hour.
- e. Representations. Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.
- 7. On-Site Meetings. Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete payment.
- 8. **Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
- Assignment. This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.
- 10. Miscellaneous. This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.
- 11. **Signatures.** This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract.
- 12. Limitation of Liability. IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS.

IN WITNESS WHEREOF, Customer and Contractor have caused their duly au	thorized representatives to execute this Contract as of the date first wriΔτρη above.
Customer	Contractor Groundworks Colorado, LLC
Name: X	Name: _X
By: Reunion Rec. Center - Reunion Metro District - POC Brett Price	By: James Headlee

Warranties 272

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied merchantability and no warranties of express or implied merchantability and no warranties are transferable to future owners of the structure on which the Work is completed. Contractor shall charge a fee of \$240 to complete a system inspection and new owner orientation. All warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty, and Customer is responsible for compliance with any notice and claim procedure included in such warranties.

- 1. Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement," as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
- 2. Wall Support Systems. Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For Carbon Fiber Strips, contractor does not warrant against: (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
- 3. Foundation Push Piers and Foundation Helical Piers. Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
- 4. Steel Columns/Adjustable Screw Jacks/IntelliJack Support. Contractor warrants that the IntelliJacks will stabilize the affected area(s) against further vertical movement for a period of two (2) years from the date of installation. This two (2) years warranty against further vertical movement is separate and apart from the manufacturer's warranty of twenty-five (25) years on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Contract. Contractor warrants carpentry work for a period of one (1) year. Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
- 5. Slab Piers. Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of ten (10) years from the date of installation. Contractors DOES NOT WARRANT TO LIFT the slab back to its original position.
- 6. Water Management. Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the structure. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be war
- 7. Crawl Space Encapsulation. A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawlSeal has a transferable twenty-five (25) years warranty—there will be no charge for service calls on any tears or holes in the CrawlSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/hole was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the structure, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Contract.
- 8. PolyRenewal and Expanding Polyurethane Structural Foam. Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than ¼ inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. Any personal items in the work area are to be removed by the Customer prior to the arrival of the Contractor's crew. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.
- 9. Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage caused by Customer's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood framing system; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, plumbing, discharge lines, etc.); (i) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (j) removal and/or disposal of any hazardous materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot, corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; and (p) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTICE OF CANCELLATION	273
Transaction Date:	
You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date.	
If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by y returned within 10 BUSINESS DAYS following receipt by Contractor of your cancellation notice, and any security interest arising out of the will be canceled.	

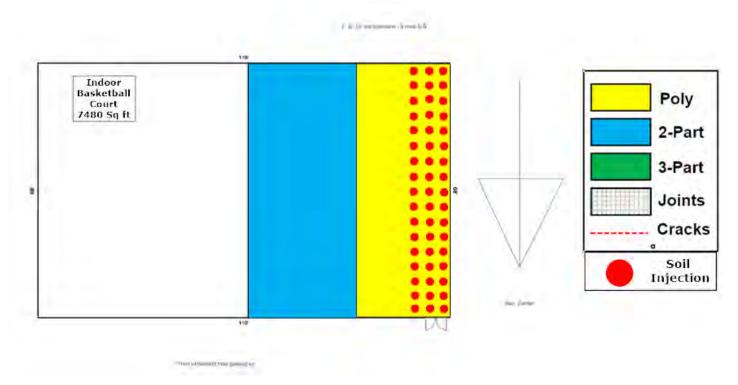
If you cancel, you must make available to Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at

If you do make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to Contractor and fail to do so, then you remain liable for performance of all obligations under the Contract.

If after three business days the transaction has not been canceled, then the deposit will be non-refundable.

Contractor's expense and risk.

DRAWINGS 274



\$49,446.17

Date ______11/6/2023

Contract Amount

We propose hereby to complete the services indicated in this Contract for the sum of:

Date ______11/6/2023

	Deposit	\$12,361.54	-
	Due Upon Complet	ion \$37,084.63	
Is the project financed? YES	NO (i	Financing must be set up at the time	e of the signed contract.)
Approval/Account #			
X (initial) - Customer must be present	t on final day of install an	d final walk-through is to b	e performed with the job foreman.
X (initial) - Balance to be paid in full to	o foreman on last day of	install. (Unless financed)	
BUYER'S RIGHT TO CANCEL.			
If this Contract was solicited at Customer's resid Contract by mailing or delivering a notice to Contract notice of cancellation need not be of a partic not be bound by the Contract. The notice must be the Contract.	tractor. ular form and is sufficier	nt if it indicates by any form	of written expression the intention of Customer t
The notice must be mailed or delivered to: Groun If Customer cancels a home solicitation sale duri payments made by Customer. If Customer does r deposit will be non-refundable. See the attached	ing the cancellation perion	od listed in this paragraph of n during the cancellation pe	f the Contract, Contractor must return any priod listed in this paragraph of the Contract, the
Customer		Contractor	
x		x y	
X			

EXHIBIT B

Additional Scope of Services

CERTIFIED COPY OF ANNUAL ADMINISTRATIVE RESOLUTION OF REUNION METROPOLITAN DISTRICT (2024)

STATE OF COLORADO)	
)	SS
COUNTY OF ADAMS)	

At a regular meeting of the Board of Directors (the "**Board**") of the Reunion Metropolitan District (the "**District**"), Adams County, Colorado, held virtually via Zoom, on November 14, 2023, at 6:00 p.m., there were present:

Brett Price Bruce Rau Tim Roberts Bertrand Bauer

Also present were: David Greher and Matt Ruhland of Cockrel Ela Glesne Greher & Ruhland, P.C.; Matt Urkoski, Anna Jones and Shelby Clymer of CliftonLarsonAllen LLP

When the following proceedings were had and done, to wit:

It was moved by Director ______ to adopt the following Resolution and ratify actions taken in connection herewith:

WHEREAS, the District was organized as a special district pursuant to an Order of the District Court in and for Adams County (the "County"), Colorado, and is located entirely within said County and within Commerce City (the "City"); and

WHEREAS, the Board has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, the Directors may receive compensation for their services subject to the limitations imposed by § 32-1-902(3)(a) (II), C.R.S.; and

WHEREAS, § 32-1-101, et seq. C.R.S., requires the Board to publish certain legal notices in a newspaper of general circulation in the District; and

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

WHEREAS, in accordance with the Colorado Governmental Immunity Act, the Board is given authority to obtain insurance against liability for injuries for which the

District may be liable under the Governmental Immunity Act, pursuant to § 24-10-115, C.R.S.; and

WHEREAS, §§ 32-1-901(2) and 32-1-902(2), C.R.S., require the District to obtain an individual, schedule or blanket surety bond in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file such bond with the District Court and the Division of Local Government (the "**Division**"); and

WHEREAS, in accordance with § 24-10-115, C.R.S., the Board is given the authority to obtain insurance to insure the District against all or any part of the District's liability; and

WHEREAS, § 32-1-306, C.R.S. requires the District to maintain a current, accurate map of its boundaries and shall provide for such map to be on file with the County Assessor, County Clerk and Recorder and the Division on or before January 1st of each year; and

WHEREAS, § 32-1-809, C.R.S., requires that the District, between November 16th and January 15th of the subsequent year, provide notice to the eligible electors of the District (the "**Transparency Notice**"), which notice shall contain the following information:

- The address and telephone number of the principal business office;
- The name and business telephone number of the manager or other primary contact person;
- The names of and contact information for members of the board, the name of the board chair, and the name of each member whose office will be on the ballot at the next regular special district election;
- The times and places designated for regularly scheduled meetings of the board during the year, and the place where notice of board meetings is posted pursuant to § 24-6-402(2)(c) C.R.S.;
- The current mill levy, and total ad valorem tax revenue received during the last year;
- The date of the next regular special district election of board members;
- The procedure and time to submit a self-nomination form for election to the board;
- Information on the procedures to request permanent absentee voter status; and
- The address of any web site on which the special district's election results will be posted.

The Transparency Notice shall be filed with the Division, Board of County Commissioners, County Assessor, County Treasurer and County Clerk and Recorder of each county in which the special district is located, and with the governing body of any municipality in which the special district is located, and shall be provided to electors in one or more of the following ways:

- Mailing the notice separately to each household where one or more eligible electors of the special district resides;
- Including the notice as a prominent part of a newsletter, annual report, billing statement, letter, voter information card or other notice sent by the special district to the eligible electors;
- Posting the information on the official web site of the special district if there is a link to the district's web site on the official web site of the Division;
- For any district that is a member of the Special District Association, by mailing or electronically transmitting the notice to the Special District Association, which shall post the notice on its website.

WHEREAS, § 29-1-205, C.R.S. requires that within 30 days after receiving a written request from the Division, the District shall provide the Division with a current list of all contracts in effect with other political subdivisions; and

WHEREAS, the Local Government Budget Law of Colorado, §§ 29-1-101, et seq., C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments thereto, to adopt budgets, and to file copies of the budgets and amendments thereto; and

WHEREAS, in accordance with § 39-5-128(1), C.R.S. the District shall certify its mill levy with the Board of County Commissioners on or before December 15th; and

WHEREAS, in accordance with § 32-1-207(3)(c), C.R.S., the District shall electronically file an annual report for the preceding calendar year with the City, County Clerk and Recorder, State Auditor and the Division of Local Government on or before October 1st; unless the requirement is otherwise requested by an earlier date by the City; and

WHEREAS, in accordance with § 32-1-903(6)(a), C.R.S., any metropolitan district that was organized after January 1, 2000, that has residential units within its boundaries, shall conduct an annual meeting in addition to any other Board meetings held, at which annual meeting the Board shall not take any official action and shall include (i) a presentation regarding the status of the public infrastructure projects within the District and outstanding bonds, if any; (ii) a review of unaudited financial statements; and (iii) an opportunity for members of the public to ask questions of the District; and

WHEREAS, in accordance with the Public Securities Information Reporting Act, §§ 11-58-101, *et seq.*, C.R.S., issuers of non-rated public securities issued to the public must file an annual report with the Department of Local Affairs; and

WHEREAS, § 32-1-104.8, C.R.S., requires the District to record a Special District Disclosure Document and a map of the boundaries of the District with the County Clerk and Recorder at the time of recording any decree or order organizing a special district or including additional property in a special district; and

WHEREAS, in accordance with § 29-1-604(1), C.R.S., if expenditures and revenues of the District are not in excess of \$100,000, the District may file an application for exemption from audit with the State Auditor; or, in accordance with § 29-1-604(2), C.R.S., if expenditures and revenues of the District are at least \$100,000 but not more than \$750,000 the District may file an application for exemption from audit with the State Auditor, or in accordance with § 29-1-603, C.R.S., the governing body of the District shall cause to be made an annual audit of the financial statements for each fiscal year; and

WHEREAS, the Unclaimed Property Act, §§ 38-13-101, *et seq.*, C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer by November 1st; and

WHEREAS, in accordance with § 24-12-103, C.R.S., a person designated by the District shall have the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion; and

WHEREAS, in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S., either the Board of County Commissioners of each county in which the District is located, or the governing body of the municipality that has adopted a resolution of approval of the District, may require the District to file an application for quinquennial finding of reasonable diligence; and

WHEREAS, special district directors are governed by § 32-1-902(3), C.R.S., which requires such directors to disqualify himself/herself from voting on an issue in which he or she has a conflict of interest unless the director has properly disclosed such conflict in compliance with law; and

WHEREAS, § 32-1-902, C.R.S., requires the Board to elect officers, including a Chair of the Board and President of the District, a Treasurer of the Board and District, and a Secretary, who may be a member of the Board; and

WHEREAS, in accordance with the Workers' Compensation Act of Colorado, §§ 8-40-101 – 8-47-101, et seq., C.R.S., the District is required to carry workers' compensation coverage for its employees, but the Board members may opt out of such coverage by the methods prescribed in the Workers' Compensation Act of Colorado; and

WHEREAS, the Board desires to continue engagement of general counsel for the District to assist with providing legal services and to assist with the operation of the District; and

WHEREAS, the Board desires to continue engagement of an accountant and management for the District to assist with providing financial services and to assist with the financial operations and to manage the affairs of the District, and who shall also be designated as the budget officer required to prepare and submit to the Board a proposed District budget by October 15, pursuant to §§ 29-1-104 and 29-1-105(3)(d), C.R.S.; and

WHEREAS, the Board desires to continue engagement of an engineering firm to provide engineering services for the District; and

WHEREAS, concerning the public records of the District, § 24-72-202(2), C.R.S. defines "Official Custodian" to mean and include any officer or employee of any political subdivision of the state who is responsible for the maintenance, care, and keeping of public records, regardless of whether the records are in his or her actual personal custody and control. The maintenance, care and keeping of public records shall be in accordance with the Colorado Special District Records Management Manual; and

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

- 1. The Board determines that each director shall not receive compensation for services as directors.
- 2. The Board designates the *Commerce City Sentinel Express* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in accordance with applicable statutes.
- 3. The Board determines to hold regular meetings on the first Tuesday of February, May and August and November at 6:00 p.m. at 17910 East Parkside Drive North, Commerce City, Colorado, and/or by telephone, electronic, or other means not including physical presence.
- 4. The Board directs the District's management to obtain proposals and/or renewals for insurance, as applicable, to insure the Directors acting within the scope of employment by the Board against all or any part of such liability for an injury; to insure against the expense of defending a claim for injury against the District or its Board. Additionally, the Board directs the District's management to obtain bonds or equivalent insurance coverage as required by §§ 32-1-901(2) and 32-1-902(2), C.R.S., in an amount

of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file the bond or certificate of insurance with the District Court and the Division.

- 5. The Board directs the District's management 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/management] to cause to be paid the annual SDA membership dues, agency fees and insurance premiums, as applicable, in a timely manner.
- 6. The Board directs the District's general counsel to maintain a current, accurate boundary map and shall provide for such map to be on file with the Division, with the County Assessor and with the County Clerk and Recorder on or before January 1st.
- 7. The Board directs the District's general counsel to provide the Transparency Notice to the eligible electors of the District, the Board of County Commissioners of the County, County Assessor, County Treasurer, County Clerk and Recorder, the City, Division and the Special District Association between November 16th and January 15th of the subsequent year.
- 8. The Board directs the District's general counsel to prepare and file with the Division, within 30 days after receiving a written request from the Division, a current list of all contracts in effect with other political subdivisions.
- 9. The Board designates the District's accountant to serve as the budget officer, and to submit a proposed budget to the Board by October 15th for the following year, and, in cooperation with management, to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolutions and amendments to the budget, if necessary; to certify the mill levies on or before December 15th; and to file the approved budgets and amendments thereto with the proper governmental entities in accordance with the Local Government Budget Law of Colorado.
- 10. The Board directs the District's general counsel to prepare and electronically file the annual report with the City, the County Clerk and Recorder, State Auditor and Division on or before October 1st or earlier if required by the City.
- 11. The Board directs the District's management to arrange for the conduct of the annual meeting to be held immediately prior to the meeting at which the annual budget hearing will be conducted, and to arrange for the posting of the agenda notice. If such meeting is not to be held virtually, but solely in person, such meeting shall be held at a physical location that does not exceed five (5) miles from the boundaries of the District.

- 12. The Board directs the District's general counsel to prepare and file the annual public securities report for nonrated public securities issued by the District, with the Department of Local Affairs on or before March 1st, if applicable.
- 13. The Board directs the District's general counsel to provide the Special District Disclosure Document and a map of the District's boundaries to the County Clerk and Recorder, for recording, at the same time an inclusion order is recorded.
- 14. The Board directs the District's accountant to: (i) obtain proposals for auditors to be presented to the Board, (ii) 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 (iii) 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.
- 15. 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.
- 16. The Board directs the District's general counsel to prepare the Unclaimed Property Act report and forward the report 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.
- 17. The Board hereby designates, in addition to any officer of the District, Micki Mills as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.
- 18. The Board directs the District's general counsel to prepare and file with the City, if requested, the quinquennial finding of reasonable diligence in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S.
- 19. The Board directs the District's general counsel to prepare and file the special district annual report with the City, County Clerk and Recorder, the Division, and the State Auditor § 32-1-207(3)(c), C.R.S.; if required.

20. The District hereby elects the following officers for the District:

President/Chair of the Board –
Secretary –
Treasurer –
Assistant Secretary –
Assistant Secretary –

- 21. The Board directs the District's general counsel to file conflict of interest disclosure forms provided by Board members with the Secretary of State annually. At the discretion of general counsel, transactional conflict of interest disclosures shall be filed 72 hours prior to regular and special meetings of the Board, when applicable, or at a Board member's request. In addition, written disclosures 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.
- 22. The Board extends the current indemnification resolution to allow the resolution to continue in effect as written.
- 23. In accordance with § 8-40-202(1)(a)(I)(B), C.R.S., the Board hereby waives workers' compensation coverage for individual Board members by opting that the individual Board members not be deemed employees as that term is defined in the Workers' Compensation Act of Colorado, and directs legal counsel to file a statement with the Division of Workers' Compensation in the Department of Labor and Employment for the State of Colorado at least forty-five (45) days before the start of the policy year in order to effect such waiver of coverage.
- 24. The Board continues the engagement of Cockrel Ela Glesne Greher & Ruhland, P.C., as general counsel for the District.
- 25. The Board continues the engagement of CliftonLarsonAllen LLP to provide accounting and management services for the District.
- 26. The Board renews the engagement of JR Engineering to provide engineering services for the District.
- 27. The Board designates CliftonLarsonAllen LLP to serve as the official custodian of public records and to follow the Colorado Special District Records Retention Schedule, as adopted by the District.

WHEREU	PON, the	motion wa	s seconded b	y Directo	or	and upon
vote, unanimously	y carried.	The Chair	declared the	motion o	carried and so	ordered.

ADOPTED AND APPROVED THIS 14^{TH} DAY OF NOVEMBER, 2023. REUNION METROPOLITAN DISTRICT

	By:	
	Chair	
Attest:		
Secretary		

CERTIFICATION

District, Adams County, Colorado do her	oard of Directors of the Reunion Metropolitan reby certify that the attached and foregoing
1.	s of the proceedings of the Board of Directors of
the Reunion Metropolitan District.	
	hereunto set my hand and affixed the seal of the County, Colorado, this 14 th day of November,
	, Secretary

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REUNION METROPOLITAN DISTRICT ADOPTING A SOCIAL MEDIA POLICY

WHEREAS, the 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, Article 1, C.R.S.; 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, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is further empowered to adopt rules and regulations not in conflict with the constitution and laws of the State of Colorado 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, Instagram, X (formally known as Twitter), Next Door, and such other applications of similar nature that may be created from time to time (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, Title 24, Article 72, Part 2, C.R.S.; and

WHEREAS, the Board hereby finds and determines that adopting the Social Media Policy, attached hereto and incorporated herein by reference, is in the best interest of the District's residents and is appropriate and necessary to the function and operation of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Reunion Metropolitan District that:

- 1. <u>Policy</u>. The Social Media Policy attached hereto as **Exhibit A** and incorporated herein by reference, is hereby ratified and approved.
- 2. <u>Severability</u>. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.
- 3. <u>Supersedes Prior Policies</u>. This Resolution shall supersede and replace all prior Social Media Policies. To the extent that any term or provision in this Resolution conflicts with any term or provision in a previously enacted and valid resolution of the District, the term or provision in this Resolution shall prevail.
- 4. <u>Enforcement</u>. This Resolution shall take effect and be enforced immediately upon its approval by the District Board.

The foregoing Resolution was approved and adopted this 14th day of November, 2023.

	REUNION METROPOLITAN DISTRICT	
	By:	
	Chair	
Attest:		
Secretary		

EXHIBIT A

SOCIAL MEDIA POLICY

I. PURPOSE.

The Board of Directors (the "Board") of Reunion Metropolitan District (the "District") recognize that social media platforms, including, but not limited to Facebook, Instagram, X (formally known as Twitter), Next Door, and such other applications of similar nature that may be created from time to time (collectively, "Social Media") can be valuable tools for communicating information about the District in a quick and broad manner. The Board also recognizes the risk of defamatory or unprofessional content that could impair the public's trust in the District or lead to legal claims.

This Social Media Policy (the "**Policy**") shall address the use of Social Media by the District, the District's Board members, and the District's employees and consultants to ensure that Social Media is utilized in a responsible manner and in accordance with applicable law.

II. DISTRICT-SPONSORED SOCIAL MEDIA.

- A. <u>Purpose</u>. The purpose of any District-sponsored Social Media accounts shall be to inform the community about the District's ongoing action items, policies and programs.
- B. <u>Uses</u>. District-sponsored Social Media accounts will be used for the following:
 - 1. Deliver public information, customer service and information to District residents, members and visitors.
 - 2. Support the District's mission, vision and values.
 - 3. Communicate directly to the public, especially during emergencies.
 - 4. Increase transparency and efficiency.
- C. <u>Posting Criteria</u>. Information posted on behalf of the District on any District-sponsored Social Media site(s) must be posted and/or approved by the District's President/Chairperson or designee (the "**District Representatives**") and must meet the following criteria:
 - 1. Relevant: Information related to the District's mission that helps community members, pertains to their daily lives, or pertains to an emergency.
 - 2. Timely: Information pertaining to District-related deadlines, upcoming events, emergencies, or news or current events.
 - 3. Actionable: Information to register for or attend an activity, if applicable.

- 4. Factual: Information that is verifiable and accurate.
- D. <u>No Public Forum</u>. It shall be the policy of the District that District-sponsored Social Media shall not be used to create a public forum. District Representatives shall only use District-sponsored Social Media as a one-way conduit of information to the public and shall not be used as follows:
 - 1. Social Media shall not be used to conduct official District business.
 - 2. District-sponsored Social Media shall not utilize any communication feature which allows members of the general public to post communications (e.g., comments, messaging, sharing, liking, and replying).
- E. <u>Public Communication</u>. All District-sponsored Social Media posts shall contain the District's contact information (phone number, email address and/or District's web links) to allow the public to obtain additional information and/or provide feedback about District meetings, operations, etc.

III. DIRECTOR USE OF SOCIAL MEDIA.

- A. Except as set forth below, the District takes no position on an individual Director's decision to use social media while not in their capacity as a Director. However, Directors are encouraged to exercise sound judgment and discretion when contributing to social media sites.
- B. Unless directed by the District's Board of Directors, Directors are prohibited from representing any opinion or statement as the official policy or view of the District. To that end, Directors are asked to make posts and comments on social media in such a way as to cause a reasonable person to believe that it is the personal opinion of the Director.
- C. Directors are prohibited from making any posts or comments on social media <u>in</u> their official capacity in support of or in opposition to any political campaigns or ballot initiatives.
- D. Directors shall not release information on behalf of the District without the express permission of the District's President/Chairperson.
- E. Directors may not disclose any privileged or confidential information of the District.
- IV. PHOTOGRAPHS. The District may photograph Directors, consultants or volunteers and use such photographs for District purposes, including posting such photos on the District's website and District-sponsored Social Media site(s), unless such person notifies the District's President/Chairperson in writing that he or she does not authorize the taking, publishing and posting of such photos. Any photographs of the District's Directors, consultants, or volunteers taken for these purposes are the property of the

District. Directors, consultants and volunteers are not entitled to compensation or further notice regarding the District's use of photographs consistent with this Policy.