

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: February 6, 2024
TIME: 6:00 p.m.
LOCATION: Via Microsoft Zoom:

Please click this URL to join. <https://us02web.zoom.us/j/85657565932>

Or One tap mobile:

+17193594580,,85657565932# US
+16694449171,,85657565932# US

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 719 359 4580 or +1 669 444 9171 or +1 669 900 9128 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847

Webinar ID: 856 5756 5932

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
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

*** Any appointee to serve until next regular election. This seat may be filled for a two-year term at the May 2025 election.**

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.

- C. Confirm quorum, location of meeting and posting of meeting notice.
- D. Public Comment.

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

II. CONSENT AGENDA

- A. Review and consider approval of Minutes from the November 14, 2023 Regular Meeting and December 15, 2023 Special Meeting (enclosures).
- B. Review and consider HOA Tribunal Recommendations.
- C. Consider Adoption of Resolution Designating Posting Location (enclosure).

III. MANAGER MATTERS

- A. Parks/Irrigation Manager's Report (enclosure).
 - a. Consider approval of Kubota RTV-X1100 utility vehicle in the amount of \$22,900.00 (enclosure).
 - b. Consider approval of 2024 mulch proposal from Renewable Earth Materials in the amount of \$96,000.00 (enclosures).
- B. Operation Manager's Report (enclosure).
 - a. Update on status of Rec Center gym floor replacement.
- C. HOA Manager's Report (enclosure).

IV. FINANCIAL MATTERS

- A. Review, ratify and consider approval of claims (enclosure).
- B. Review and consider acceptance of the December 31, 2023 Unaudited Draft Financial Statements (enclosure).
- C. Conduct Public Hearing to consider Amendment to the 2023 Budget; Consider adoption of Resolution to Adopt Second Amended 2023 Budget (enclosures).
- D. Consider approval of proposal for 2023 audit (enclosures).

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:
 1. Review and consider approval of Change Order No. 02 to Agreement regarding Phase 1 Underdrain Maintenance between the District and QP Services (Full Depth Manhole Installation T&M Costs) in the amount of \$248,101.87 (enclosures).
- C. Review and consider approval/ratification of landscape Change Orders:
 1. Review and consider approval of Cost Certification for Reunion Filing 36 Landscape Improvements in the amount of \$383,230.81 (enclosure).
- D. Review and consider approval of Intergovernmental Agreement between the City of Commerce City and The District for Paving Improvements Located Near 10690 Nucla Street (enclosure).

VI. LEGAL MATTERS

- A. 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)(I), 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, possible waiver of late fees, interest, penalties and costs of collection owed the District and possible edits to the Third Amended and Restated Resolution Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges.
- B. Consider approval of action regarding matters discussed during Executive Session.

VII. OTHER BUSINESS

VIII. ADJOURNMENT

The next Regular Meeting is scheduled for May 7, 2024.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE REUNION METROPOLITAN DISTRICT (THE “DISTRICT”) HELD NOVEMBER 14, 2023

A regular meeting of the Board of Directors of the Reunion Metropolitan District (referred to hereafter as the “Board”) was convened on November 14, 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
Bertrand Bauer, Secretary
Tim Roberts; Assistant Secretary

Also, In Attendance Were:

David Greher, Esq. and Kristen Herndon; Cockrel Ela Glesne Greher & Ruhland P.C.
Matt Urkoski, Anna Jones, Shelby Clymer and Curtis Bourgouin; CliftonLarsonAllen LLP (“CLA”)
Raul Martinez; Reunion Metropolitan District
Aaron Clutter; JR Engineering
Curtin Hain; MSI
Greg Doyle; YMCA
Bill Kyriagis; Otten Johnson Robinson Neff & Ragonetti
Jessica Reynolds; Wolfersberger, LLC
Annie Christensen, Christopher Shamel, Georgeann Becher, Kim X; Members of the Public

ADMINISTRATIVE MATTERS

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

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

RECORD OF PROCEEDINGS

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

Quorum/Confirmation of Meeting Location/Posting of Notice: A quorum was confirmed. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., determined to conduct this meeting via Zoom and encouraged public participation via Zoom. The Board further noted that notice providing the time, date and video link information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within the District's boundaries.

Public Comment: None.

Resignation of Teresa Kershishnik: The Board acknowledged Teresa Kershishnik's resignation from the Board.

CONSENT AGENDA

Minutes from the September 18, 2023 Special Meeting, September 26, 2023 Special Meeting, October 3, 2023 Special Meeting and November 1, 2023 Special Meeting:

2022 Annual Report:

HOA Tribunal Recommendations:

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

MANAGER MATTERS

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

Proposal for Workman UTX Diesel in the amount of \$39,477.87:
This item was deferred to the next meeting.

2024 Spring Tree Planting Proposal from Anderson Greenscapes in the amount of \$72,500.00: Mr. Martinez reviewed the Agreement with the Board. Following discussion, upon a motion duly made by Director Rau, seconded by Director Price and, upon vote, unanimously carried, the Board approved the 2024 Spring tree planting proposal from Anderson Greenscapes in the amount of \$72,500.00, pending the outcome of the special legislative session.

Operation Manager's report: Mr. Doyle noted the report that was included in the packet.

RECORD OF PROCEEDINGS

Rec Center gym floor replacement: Mr. Doyle provided an update on the status. Discussion ensued.

Ratify ancillary costs as/if necessary: Mr. Doyle revised the ancillary costs to date. Discussion ensued.

HOA Manager's Report: Mr. Hain reviewed the report that was included in the packet.

Southlawn Sport Court project update:: Mr. Urkoski updated the Board, noting that the project has been finalized and the sport court is open for ruse.

2024 Regular Meeting Dates February 6, May 7, August 6 and November 12 at 6:00 p.m.: Following discussion, the Board approved the 2024 Regular Meeting Dates of February 6, May 7, August 6 and November 12 at 6:00 p.m.

2024 Insurance Renewal: Mr. Urkoski reviewed the 2024 insurance with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Rau and, upon vote, unanimously carried, the Board approved the 2024 insurance renewal pending final policy issue acceptance and review. This item will be brought back to the Board at the February meeting once the final policy has been reviewed.

FINANCIAL MATTERS

Approval of Claims: Ms. Clymer reviewed the payment of claims with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Roberts and, upon vote, unanimously carried, the Board approved and/or ratified approval of claims in the amount of \$2,472,003.51.

Unaudited Financial Statements: Ms. Clymer reviewed the unaudited financial statements for the period ending September 30, 2023 with the Board. Discussion ensued. Following discussion, upon a motion duly made by Director Price, seconded by Director Roberts and, upon vote, unanimously carried, the Board accepted the unaudited financial statements dated September 30, 2023.

CliftonLarsonAllen LLP Master Service Agreement and statement(s) of work for 2024: Ms. Clymer reviewed the Master Service Agreement and statement(s) of work to the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Bauer and, upon vote, unanimously carried, the Board approved the CliftonLarsonAllen LLP Master Service Agreement and statement(s) of work for 2024.

Engagement Letter with Haynie & Company for 2023 Audit Services: Ms. Clymer reviewed the Engagement Letter with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Bauer and,

RECORD OF PROCEEDINGS

upon vote, unanimously carried, the Board approved the Engagement Letter with Haynie & Company for 2023 Audit Services.

ENGINEER MATTERS

Overall Construction Update:

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

Construction Change Orders: None.

Landscape Change Orders:

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: Mr. Clutter reviewed the Change Order with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Roberts and, upon vote, unanimously carried, the board approved Change Order No. 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.

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: Mr. Clutter reviewed the Change Order with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Roberts and, upon vote, unanimously carried, the board approved Change Order No. 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.

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: Mr. Clutter reviewed the Change Order with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Roberts and, upon vote, unanimously carried, the board approved Change Order No. 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.

RECORD OF PROCEEDINGS

LEGAL MATTERS

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: Attorney Greher reviewed the Service Agreement with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Bauer and, upon vote, unanimously carried, the Board approved the 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.

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: Attorney Greher reviewed the Independent Contract Agreement with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Bauer and, upon vote, unanimously carried, the Board approved the 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.

Service Agreement for 2024 Landscape Maintenance between the District and Environmental Designs, Inc. (EDI): Attorney Greher reviewed the Service Agreement with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Bauer and, upon vote, unanimously carried, the Board approved the Service Agreement for 2024 Landscape Maintenance between the District and Environmental Designs, Inc. (EDI).

Service Agreement between the District and Groundworks Colorado, LLC for Rec Center gymnasium floor concrete repairs in the amount of \$49,446.17: Attorney Greher reviewed the Service Agreement with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Bauer and, upon vote, unanimously carried, the Board approved the Service Agreement between the District and Groundworks Colorado, LLC for Rec Center gymnasium floor concrete repairs in the amount of \$49,446.17.

2024 Annual Administrative Resolution: Attorney Greher reviewed the Resolution with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Bauer and, upon vote, unanimously carried, the Board adopted the 2024 Annual Administrative Resolution, and determined to keep the current slate of officers.

Resolution Adopting Social Media Policy: Attorney Greher reviewed the Resolution with the Board. Following discussion, upon a motion duly made by Director Price, seconded by Director Bauer and, upon vote, unanimously carried, the Board adopted the Resolution Adopting Social Media Policy.

RECORD OF PROCEEDINGS

Executive Session: Upon a motion duly made by Director Rau, seconded by Director Roberts, the Board entered into Executive Session at 7:03 p.m. 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 Roberts, the Board adjourned out of Executive Session at 7:36 p.m.

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

Appointment of Board member to the Litigation Committee: Following discussion, upon a motion duly made by Director Price, seconded by Director Rau and, upon vote, unanimously carried, the Board appointed Director Roberts to the Litigation Committee.

OTHER BUSINESS

Other: None.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Price, seconded by Director Rau, the Board adjourned the meeting at 7:37 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 November 14, 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

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE REUNION METROPOLITAN DISTRICT (THE “DISTRICT”) HELD DECEMBER 15, 2023

A special meeting of the Board of Directors of the Reunion Metropolitan District (referred to hereafter as the “Board”) was held on December 15, 2023 at 5:30 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

Also, In Attendance Were:

David Greher and Kristin Herndon; 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
Curtis Hain; MSI
Scott Davis; North Range Metropolitan District No. 1
David Sanchez and Colton Kinninger; North Range Metropolitan District No. 2
Pam Lendi, Erick Stowe, Garrett Stoll, Brandon Dietz, Steve Boyd, Steve Douglas, Janet X, David Waite, April Jones, Mark Stratton, Jenn X, Christina Davis, Ronna Sanchez and other members of the public.

ADMINISTRATIVE MATTERS

Call to order and approval of agenda: President Price called the meeting to order at 5:30 p.m. Upon a motion duly made by Director Rau, seconded by Director Roberts 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.

RECORD OF PROCEEDINGS

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: Colton Kinninger, David Sanchez and Ronna Sanchez commented on the 2024 budget. Upon a motion duly made by Director Rau, seconded by President Price and, upon vote, unanimously carried, the Board determined to stop the public comments at 5:50 p.m. and to continue the public comments following Legal Matters.

MANAGER MATTERS

None.

FINANCIAL MATTERS

Public Hearing to Consider Second Amendment of 2024 Budget: Upon a motion duly made by Director Rau, seconded by President Price and, upon vote, unanimously carried, the Board opened the public hearing to consider a Second Amendment to the 2024 Budget at 6:02 p.m.

It was noted that publication of Notice stating that the Board would consider the Second 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.

Director Rau and Attorney Greher made some introductory comments about the legislative changes to the assessed valuation of residential property and the impacts to the Reunion budget. Ms. Clymer reviewed the Second 2024 Budget Amendment with the Board. Discussion ensued.

Ronna Sanchez, Steve Douglas, Mark Stratton, Scott Davis, Brandn Dietz, April Jones and Garrett Stoll commented on the Second Amendment to the 2024 Budget.

Following discussion, upon motion duly made by Director Rau, seconded by Director Roberts and, upon vote, unanimously carried, the Board closed the public hearing at 6:12 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

RECORD OF PROCEEDINGS

and maintenance of public facilities, collection of fees, budget and finance issues, and other matters related to North Range Metropolitan District Nos. 1, 2, 3 and 4: Not needed.

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

Resolution to Adopt Second Amended 2024 Budget: 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 to Adopt Second Amended 2024 Budget.

OTHER BUSINESS

Public comments resumed at 6:33 p.m.

April Jones asked why the attorney spoke most of the time. Director Rau responded that the changes to the budget law was a complicated legal issue.

Ronna Sanchez asked for in person meetings and why there are all white males on the Board.

Janet asked if meetings could be held in person.

ADJOURNMENT

Upon a motion duly made by Director Rau, seconded by President Price and, upon vote, unanimously carried, the Board adjourned the meeting at 6:41 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

REUNION METROPOLITAN DISTRICT

RESOLUTION DESIGNATING LOCATION TO POST NOTICE

WHEREAS, pursuant to §§24-6-402(2)(c) and 32-1-903(2), C.R.S., notice and, where possible, the agenda of the Reunion Metropolitan District (the “**District**”) Board of Directors (the “**Board**”) meetings at which the adoption of any formal action is to occur or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be posted at least 24 hours prior to each meeting at a location designated at the first regular meeting of each year.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Reunion Metropolitan District that as follows:

Notices of meetings (regular, special and work/study session) of the Board required pursuant to Title 24, Article 6, Part 4, C.R.S., shall be posted at least 24 hours prior to each meeting at:

<https://reunionco.com/district-information/>

In the event of an exigent or emergency circumstance such as a power outage or an interruption in internet service, the District will post notice of public meetings at least 24 hours prior to a meeting at the following physical location within the District at the Recreation Center: 17910 E. Parkside Drive North, Commerce City, Colorado 80022.

ADOPTED this 6th day of February, 2024.

REUNION METROPOLITAN DISTRICT

By _____

Chair

ATTEST:

Secretary



**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 February 6, 2024

Landscape

- Tree pruning is ongoing.
- We have removed holiday lights throughout the community.
- Working with Anderson Greenscapes on locations to replace trees in 2024. Attached is the map of the locations of trees planted in 2023.

Irrigation:

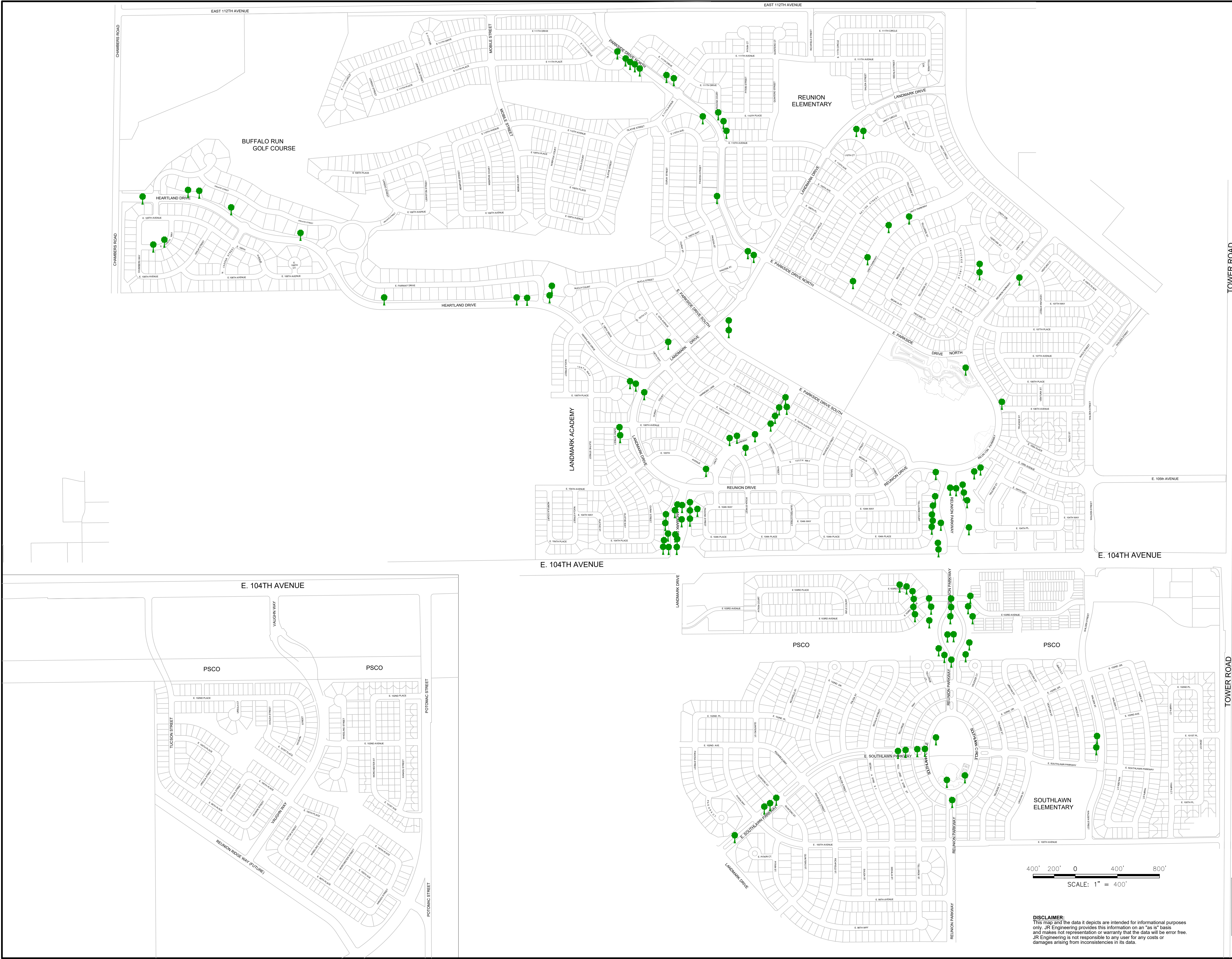
- Winter watering of trees and new plant material throughout the community as weather allows.
- 2024 season irrigation parts list is being pulled together to take advantage of preseason pricing.
- We water the ball fields when needed when weather conditions are good.

Current Projects



- The ornamental grasses and shrubs are currently being cut and pruned to prepare for the 2024 season throughout the community.

Board Approvals

- The Purchase of a used 2021 Kubota RTV-X1100 for the District in the amount of \$22,900.
- The approval of the 2024 Mulch contract in the amount of \$96,000. Map includes of the areas in red that will be done this 2024 season.

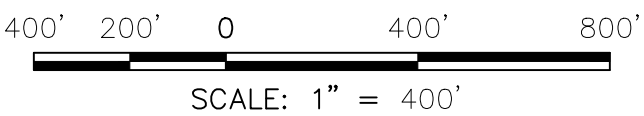


Reunion Metropolitan District TREE PLANTING & WATERING MAP



SHEET 1 OF 1

October 6, 2023



DISCLAIMER:
This map and the data it depicts are intended for informational purposes only. JR Engineering provides this information on an "as is" basis and makes no representation or warranty that the data will be error free. JR Engineering is not responsible to any user for any costs or damages arising from inconsistencies in its data.



JR ENGINEERING
A Westrian Company

Centennial 303-740-9333 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

☐ 29050 Hwy 96 East
Pueblo, Colorado 81001
(719)948-3338

☐ 18911 US Hwy 50 E
Rocky Ford, Colorado 81067
(719)254-7842 Purchase Order

Date: 1/23/2024

Purchase Order

Purchase Order Number

Stock Number

Please enter the following equipment to be delivered!

☐ RDF Fee Applies delivered or _____ picked up on or before _____[illegible]

Trade-In						
Year Mfg.	Make	Description Model	Size	Serial No.	Hours	Trade Allowance

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and warrants and certifies it to be free and clear of liens, encumbrances, and security interests, except to the extent shown below.

1. Trade Allowance		\$0.00
2. Less Amount Owed to:		
3. Net Trade Allowance, (1-2)		\$0.00
4. Cash Down Payment with Order		
Bank:	Chk#	
5. Cash Down Payment before Delive		
Bank:	Chk#	
6. Total Cash Down Payment		\$0.00
7. Total Down Payment, (3+6)		\$0.00

1. Total Cash Price	22,900.00
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2. Less Down Payment	-
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3. Unpaid Cash Price	22,900.00
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4. Filling/LOF	RDF Fee	0
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[illegible]

6. Total Taxes and Fees (4+5)	-
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7. TOTAL BALANCE DUE (3+6)	22,900.00
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Paid in Full - Date: _____ Check #: _____

Lender: _____

Terms: _____

Rate: _____

Payment: _____

Payment Date: _____

Contract #:

NO DELIVERY OF ABOVE GOODS TO BE MADE UNTIL FULL SETTLEMENT IS RECEIVED.

SELLER AND MANUFACTURER MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS) EXCEPT AS PROVIDED ON THE REVERSE SIDE.

NOTICE TO PURCHASER

1. Read this contract before you sign it.
2. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights.
3. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the seller.
4. The additional terms and conditions set forth on the reverse side are a part of this contract and are incorporated herein by reference.

It is understood that this is the entire agreement between the parties.

Order Taken by: Andre

Date accepted: _____

Dealer / Sales Manager

We appreciate your business!

Signature:

Name: Reunion Metropolitan District

Address: 11002 Benton St

Westminster CO 80020

(County) (Town) (State) (Zip)

720-292-6212 rmartinez@Reunionmetro.org

(Phone/Cellular#) _____ (fax/email) _____

Renewable Earth Materials, LLC

2609 Rock Creek Dr
 Fort Collins, CO 80528
 970.430.8853
 kerri.rem@gmail.com
 www.renewableearthmaterials.com

**Quote****BILL TO**

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

SHIP TO

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

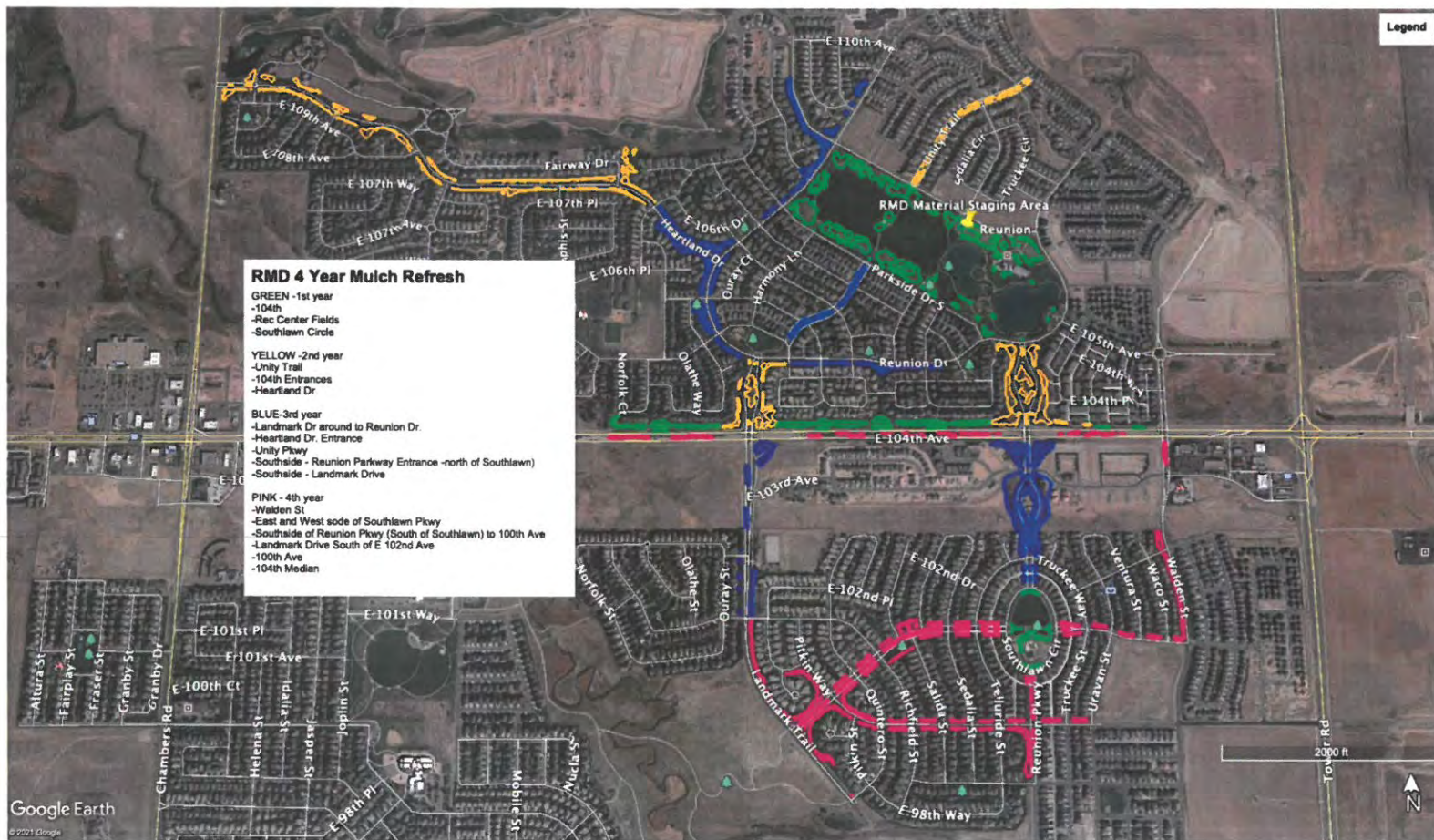
Quote**0119****DATE****01/19/2024****TERMS****Net 30****DUE DATE****TBD in 2023****PROJECT****Annual 2024 Mulch Refresh****DESCRIPTION****CYDS/TONS****RATE****AMOUNT**

2024 Annual Brown Mulch refresh up to 2,000 per year max via mapped areas approved by RMD prior to start of refresh. This is "All Inclusive Pricing" that includes material, delivery, install, fuel surcharges and equipment mob fees.

2,000**48.00****96,000.00**

If more than 2,000 cyds is needed annually it will be billed at the \$48.00 per cyd & must be installed during the initial schedule refresh, so that a re-mobilization does not occur.

BALANCE DUE**\$96,000.00**



Renewable Earth Materials, LLC

2609 Rock Creek Dr
 Fort Collins, CO 80528
 970.430.8853
 kerri.rem@gmail.com
 www.renewableearthmaterials.com

**Quote****BILL TO**

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

SHIP TO

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

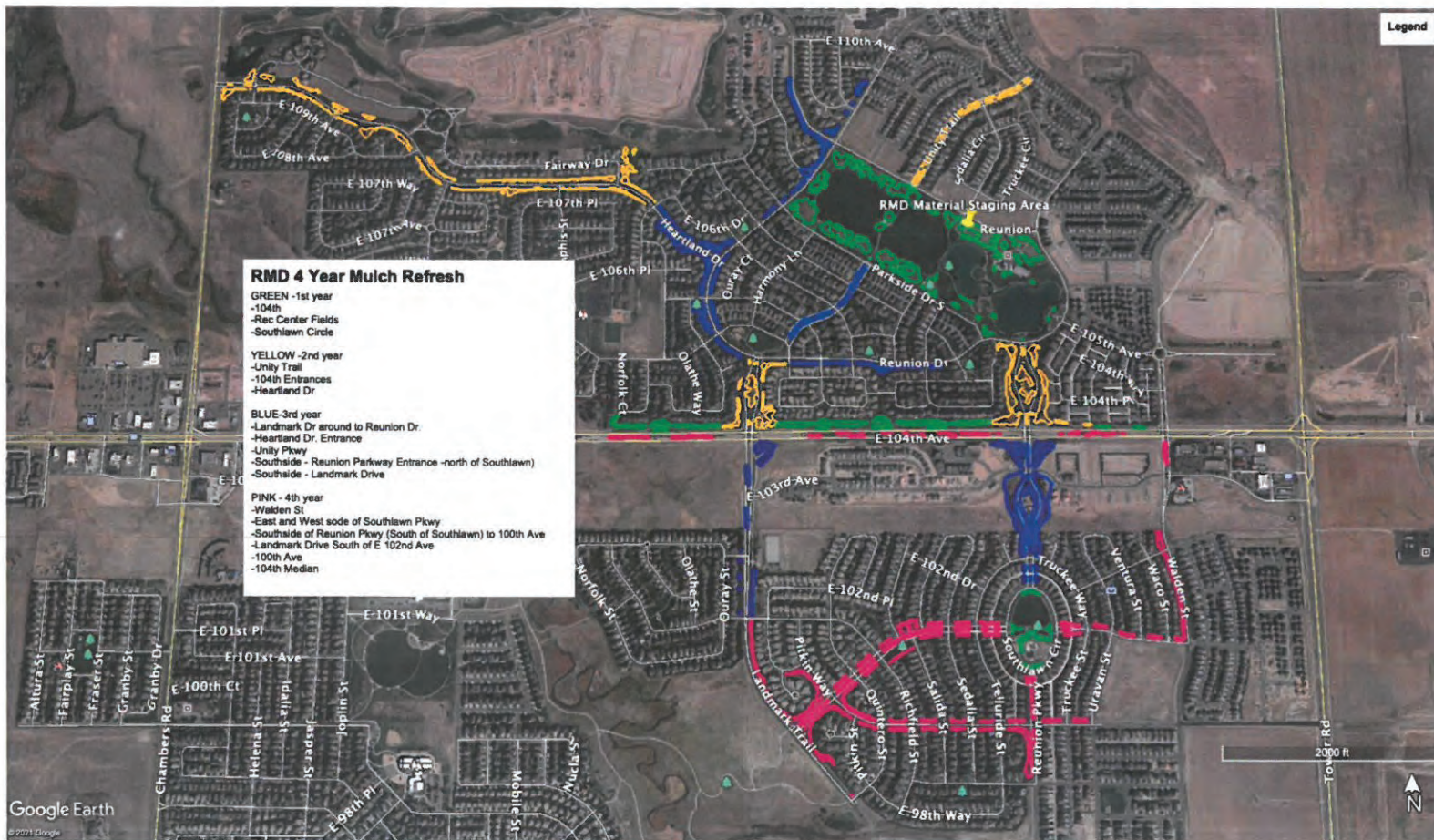
Quote**0119****DATE****01/19/2024****TERMS****Net 30****DUE DATE****TBD in 2023****PROJECT****Annual 2024 Mulch Refresh****DESCRIPTION****CYDS/TONS****RATE****AMOUNT**

2024 Annual Brown Mulch refresh up to 2,000 per year max via mapped areas approved by RMD prior to start of refresh. This is "All Inclusive Pricing" that includes material, delivery, install, fuel surcharges and equipment mob fees.

2,000**48.00****96,000.00**

If more than 2,000 cyds is needed annually it will be billed at the \$48.00 per cyd & must be installed during the initial schedule refresh, so that a re-mobilization does not occur.

BALANCE DUE**\$96,000.00**





Operations and Facilities Manager Board Report Board Meeting: Tuesday, February 6, 2024

Select District and Facility Information

Gym Floor Update

The gym floor project has been moving along smoothly with no interruptions. Groundworks finished their portion of the project in December and All-City Flooring took over from there. All the flooring materials have been laid and sanding has begun. Once the sanding is complete, they will move onto the final step which is painting the court. We still anticipate a completion date of February 16th if not sooner.

This has been a long process, but we are happy to be at the end of it! We look forward to being able to open the court to residents again and begin having sports programs in there once more.

Recreation Center

The Recreation Center will be closed for Presidents Day on Monday February 19th. We will be back open for regular operating hours on Tuesday the 20th.

We are currently preparing for the upcoming pool season, so we are ready to go once we open the pools again. We have begun the hiring process for guards and check-in staff for the pools. We look forward to providing a fun and safe season for the Reunion residents.

The new HVAC units have been installed at the Rec Center and are running great! MSI is still working on getting all the control panels installed and integrated into the new system. They will have that completed by mid-February.

Recreation Center Check-in Numbers

2023

November 1, 2023-January 31, 2024

Dates	Total Visits
November 1-30, 2023	3,184
December 1-31, 2023	3,045
January 1-31, 2024	3,049
	<hr/>
	9,278*

2022

November 1, 2022-January 31, 2023

Dates	Total Visits
November 1-30, 2022	3,676
December 1-31, 2022	3,369
January 1-31, 2023	3,998
	<hr/>
	11,043*

**-1,765 visits in 2023 compared to 2022*

Calendar of Events for 2024

Community Charity Event – For the month of February join us in giving back to the community with our food drive. All month long we will be collecting non-perishable food items and at the end of the month we will donate what is collected to people/families in need.

Easter Celebration – Bring the family and celebrate Easter with us at the Reunion Rec center Sunday March 31st. We will have fun activities for the kids and an Easter Bunny selfie station!

There will also be games and face painters for all to enjoy. We look forward to seeing you there!

Valentine's Day Bingo – Join us Saturday February 10 for a very special Valentine's Day Bingo! This is fun for the whole family! Snacks will be provided and fun prizes for the winners.

Red, White and Blue Fest – Saturday, June 22 - This free, family-fun event will be held at Reunion Park. Along with games and activity festivities, this event will also include Yoga in the Park, Bike Decorating, and the Bike Parade.

We are planning to work with Night Musick once again to provide Fireworks for this year's celebration.



REUNION METROPOLITAN DISTRICT
MANAGER'S UPDATE – January 31, 2024

Please find the attached reports valid 11/07/23 through 01/31/24.

Total number of Violations: 66

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

Tribunal:

The Tribunal did not have a meeting.

Architectural Review:

There have been 41 submissions received for DRC review between November 7, 2023 and January 31, 2024. Of the 41 that were submitted, 33 of the requests were approved, 3 were denied and 5 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

Dead Tree Violations – Many homeowners stated that they have replaced trees multiple times over the years. 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.

Many homeowners with dead tree violations were granted an extension until May 31st to have the new tree planted. We may see a large number of violations continue if the trees have not been planted by that date.

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.

I now receive a report of the homes that were closed each month. I will be sending an email or letter to each new homeowner to make sure they are aware of the timing and material requirements for their backyard.

Missing Tree Violations – 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. There will be quite a few missing tree letters that will be issued in the first quarter of 2024.

Thank you,
Curtis Hain

Reunion Metropolitan District
Interim Claims
November 6, 2023 - February 1, 2024

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
11/7/2023	Colorado Designscales	Multiple	\$ 178,146.83
11/7/2023	Consolidated Divisions Inc	Pay App #3	29,284.51
11/7/2023	J R Engineering	Multiple	37,323.78
11/8/2023	Republic Services #535	0535-005785978	1,868.74
11/15/2023	CEBT	INV 0060898	8,947.94
11/15/2023	Kline Alvarado Veio, P.C.	9/14/2023	2,432.50
11/16/2023	All City Flooring, Inc	Multiple	102,500.00
11/16/2023	CliftonLarsonAllen, LLP	3945191	26,243.58
11/16/2023	Colorado Designscales	Multiple	128,870.25
11/16/2023	Consolidated Divisions Inc	Pay App #4	17,801.68
11/16/2023	Custom Flag Company	Multiple	714.00
11/16/2023	DirecTV	032785917x231021	418.61
11/16/2023	Mechanical Solutions, Inc	Multiple	856.45
11/16/2023	MSI, LLC	Multiple	16,656.97
11/16/2023	Nate Giacomia	Reimbursement	25.00
11/16/2023	South Adams County Water & Sanitation District	Multiple	91,515.05
11/16/2023	Xcel Energy	53-0012625586-6OCT23	13.06
11/17/2023	Comcast Business	8497 10 168 1289749 NOV23	3.00
11/17/2023	Xcel Energy	53-8293915-3OCT23	57.01
11/17/2023	Xcel Energy	53-3623334-6OCT23	248.75
11/20/2023	Century Link	333150003OCT23	136.34
11/28/2023	Groundworks	Deposit invoice	12,361.54
11/28/2023	United Power, Inc.	Multiple	5,608.76
11/28/2023	Wilbur-Ellis Company LLC	16095736RI	1,680.00
11/29/2023	Ace Hardware at Reunion	Multiple	38.37
11/29/2023	All Copy Products Inc.	35266142	273.40
11/29/2023	Arapahoe Pumping Systems Inc.	1893	2,035.61
11/29/2023	Clear Water Property & Resource Management	Pay App 6	18,950.00
11/29/2023	CliftonLarsonAllen, LLP	3957453	14,077.69
11/29/2023	CliftonLarsonAllen, LLP	3957481	17,956.56
11/29/2023	Cockrel Ela Glesne Greher & Ruhland, P.C.	8095.005 OCT23	42,230.00
11/29/2023	CPS Distributors, Inc.	0013243849-001	2,625.00
11/29/2023	DBC Irrigation Supply	S5185438.001	471.75
11/29/2023	MSI, LLC	MSI040283	4,356.38
11/29/2023	Otten Johnson Robinson Neff + Ragonetti, P.C.	488421	11,551.50
11/29/2023	Schex Tech LLC	3525ls	750.00
11/29/2023	Stewart Oxygen Service, Inc.	10123	75.00
11/29/2023	Underwater Recovery Specialists	2620	390.00
11/29/2023	White Bear Ankele Tanaka & Waldron	30845	1,257.39
11/29/2023	YMCA of Metropolitan Denver	P_12549	117,874.01
12/4/2023	Century Link	303-288-4722 193 NOV23	165.69
12/4/2023	Century Link	303-288-4633 962 NOV23	512.61
12/4/2023	FIRSTBANK	Oct Exp Paid in Nov	901.57
12/7/2023	Special District Association	Multiple	2,475.00
12/8/2023	Animal & Pest Control Specialists	95593	523.00
12/8/2023	BLING Productions	REU120323-18	8,820.00
12/8/2023	Brightview Landscape Development	F37 PayApp27	32,408.76

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
12/8/2023	Callan Pest Management Services, Inc	Multiple	450.00
12/8/2023	CliftonLarsonAllen, LLP	3987246	10,592.70
12/8/2023	CliftonLarsonAllen, LLP	3987245	16,231.32
12/8/2023	Colorado Designsapes	RRF1 Phases 2-4 Pay App 24	1,914.67
12/8/2023	Colorado Designsapes	Southlawn Pay App 7 retainage	4,028.92
12/8/2023	Colorado Designsapes	Southlawn Pay App 6	7,486.00
12/8/2023	CPS Distributors, Inc.	0013499925-001	540.00
12/8/2023	DirecTV	032785917X231121	343.02
12/8/2023	Environmental Designs, Inc.	Multiple	51,961.48
12/8/2023	Extreme Care LLC	33392	736.38
12/8/2023	Home Depot Credit Services	0332 - 10/13/23	377.18
12/8/2023	Intechgrity Automotive Excellence	Multiple	1,723.40
12/8/2023	J R Engineering	83289	2,295.00
12/8/2023	J R Engineering	83290	2,460.00
12/8/2023	J R Engineering	83301	3,125.00
12/8/2023	J R Engineering	Multiple	9,044.56
12/8/2023	L.L. Johnson Distributing Company	1154787-00	204.18
12/8/2023	L.L. Johnson Distributing Company	1154806-00	476.77
12/8/2023	Les Schwab	Multiple	2,953.04
12/8/2023	Mechanical Solutions, Inc	J-26253	990.00
12/8/2023	MSI, LLC	MSI040718	13,928.40
12/8/2023	North/Western Electrical Corporation	10897	965.51
12/8/2023	Playground Safety Solutions, LLC	Multiple	2,180.00
12/8/2023	Renewable Earth Materials	1479	2,700.00
12/8/2023	South Adams County Water & Sanitation District	Multiple	13,381.33
12/8/2023	The Creative Advertising Group	100183171	114.00
12/8/2023	Underwater Recovery Specialists	738	525.00
12/8/2023	United Rentals	Multiple	7,689.87
12/8/2023	Utility Notification Center of Colorado	223101242	51.60
12/8/2023	Verizon	9947616898	91.59
12/8/2023	YMCA of Metropolitan Denver	P_12551	53,012.20
12/13/2023	CEBT	INV 0061587	11,117.98
12/15/2023	Xcel Energy	Multiple	136.08
12/15/2023	Xcel Energy	53-3623334-6NOV23	792.78
12/18/2023	Century Link	333150003 NOV23	136.34
12/27/2023	United Power, Inc.	Multiple	4,586.19
1/3/2024	Century Link	303-288-4722 193 DEC23	165.69
1/3/2024	Century Link	303-288-4633 962 DEC23	512.61
1/3/2024	Colorado Special Districts Property and Liability Pool	24WC-60135-2744	9,333.00
1/3/2024	FIRSTBANK	Nov Exp Paid in Dec	2,497.24
1/4/2024	Callan Pest Management Services, Inc	Multiple	450.00
1/4/2024	Clear Water Property & Resource Management	Pay App 7 Final	5,200.00
1/4/2024	Cockrel Ela Glesne Greher & Ruhland, P.C.	8095.005 NOV23	44,482.00
1/4/2024	Colorado Designsapes	Multiple	8,367.60
1/4/2024	Colorado Special Districts Property and Liability Pool	24PL-60135-3320	87,033.00
1/4/2024	CPS Distributors, Inc.	FC1323-000002169	79.10
1/4/2024	Environmental Designs, Inc.	Multiple	43,951.41
1/4/2024	EquipmentShare	Multiple	9,880.04
1/4/2024	Groundworks	81792	37,084.63
1/4/2024	Hillyard / Denver	605334692	598.38
1/4/2024	Home Depot Credit Services	0332 - 11/13/23	23.28

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
1/4/2024	J R Engineering	Multiple	9,909.00
1/4/2024	Kline Alvarado Veio, P.C.	12/14/2023	3,822.50
1/4/2024	L.L. Johnson Distributing Company	1155191-00	38.98
1/4/2024	L.L. Johnson Distributing Company	1154887-00	662.50
1/4/2024	L.L. Johnson Distributing Company	1916693-00	1,625.00
1/4/2024	L.L. Johnson Distributing Company	1155164-00	2,555.60
1/4/2024	Les Schwab	15501152 DEC23	28.80
1/4/2024	MSI, LLC	MSI041357	7,222.74
1/4/2024	Otten Johnson Robinson Neff + Ragonetti, P.C.	489070	14,542.89
1/4/2024	Renewable Earth Materials	Multiple	6,945.75
1/4/2024	Saquimux Services LLC	Multiple	3,870.00
1/4/2024	Schex Tech LLC	3585ls	300.00
1/4/2024	Serendipity Preschool	2312001	392.70
1/4/2024	Transwest Buick GMC	802616	533.75
1/4/2024	Utility Notification Center of Colorado	223111192	42.57
1/4/2024	Verizon	9950054253	91.71
1/4/2024	White Bear Ankele Tanaka & Waldron	31489	556.05
1/4/2024	YMCA of Metropolitan Denver	P_12551 DEC23	52,738.33
1/4/2024	Zultys, Inc.	399821	196.67
1/9/2024	Consolidated Divisions Inc	Pay App #5	21,438.35
1/10/2024	CEBT	INV 0062294	10,449.79
1/12/2024	All Copy Products Inc.	35475992	273.40
1/12/2024	Colorado Special Districts Property and Liability Pool	24PL-60135-3320 #2	18,555.00
1/12/2024	MSI, LLC	MSI041797	14,048.85
1/12/2024	South Adams County Water & Sanitation District	Multiple	4,197.00
1/17/2024	Century Link	333150003 DEC23	136.34
1/17/2024	Colorado Designsapes	RRF1 Phase 1 Pay App 28	12,253.03
1/17/2024	J R Engineering	Multiple	4,515.00
1/18/2024	Xcel Energy	53-0012625586-6DEC23	13.06
1/18/2024	Xcel Energy	53-8293915-3DEC23	112.44
1/18/2024	Xcel Energy	53-3623334-6DEC23	1,092.63
1/31/2024	Bill Nance Plumbing & Heating Inc	641647	305.41
1/31/2024	Callan Pest Management Services, Inc	Multiple	490.00
1/31/2024	Cockrel Ela Glesne Greher & Ruhland, P.C.	8095.005 DEC23	50,111.70
1/31/2024	Colorado Special Districts Property and Liability Pool	Multiple	2,843.00
1/31/2024	Comcast Business	8497 10 168 1289749 DEC23	239.28
1/31/2024	Custom Flag Company	Multiple	232.00
1/31/2024	Environmental Designs, Inc.	Multiple	71,303.46
1/31/2024	EZFacility, Inc. .	SUP068234	4,415.00
1/31/2024	Home Depot Credit Services	0332 - 12/13/23	202.10
1/31/2024	J R Engineering	Multiple	5,755.00
1/31/2024	L.L. Johnson Distributing Company	1913753-00	72.33
1/31/2024	L.L. Johnson Distributing Company	1154420-00	2,606.50
1/31/2024	MSI, LLC	MSI042435	8,059.06
1/31/2024	Otten Johnson Robinson Neff + Ragonetti, P.C.	490426	29,085.71
1/31/2024	Pool Doctor	Multiple	8,808.02
1/31/2024	Saquimux Services LLC	592	1,575.00
1/31/2024	Security Central, Inc.	943016	1,458.54
1/31/2024	Serendipity Preschool	2401001	392.70

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
1/31/2024	Stewart Oxygen Service, Inc.	1124	75.00
1/31/2024	TCW Risk Management	13140	595.00
1/31/2024	True View Windows and Glass LLC	S130208	538.63
1/31/2024	Utility Notification Center of Colorado	223121132	43.86
1/31/2024	Verizon	9952523163	91.71
1/31/2024	White Bear Ankele Tanaka & Waldron	31778	248.56
1/31/2024	YMCA of Metropolitan Denver	Multiple	112,645.22
1/31/2024	Zultys, Inc.	405714	194.22
		Total	<u>\$ 1,918,981.55</u>

REUNION METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

December 31, 2023

Reunion Metropolitan District
Balance Sheet - Governmental Funds
December 31, 2023

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	General Fund	Spec Rev-Rec Center Fund	Spec Rev-HOA Fund	Debt Service Fund	Capital Projects Fund	Enterprise Fund	All Funds
ASSETS							
Cash	\$ 810,522	\$ 517,519	\$ 110,609	\$ 75,642	\$ 2,776	\$ -	\$ 1,517,069
Colotrust	974,278	184,927	232,325	-	263,761	3,665	1,658,954
UMB Bond Fund Series 2017	-	-	-	15,315	-	-	15,315
UMB - Subordinate Project Fund Series 2017B	-	-	-	-	8,363,458	-	8,363,459
UMB - Bond Fund Series 2021A	-	-	-	-	-	196,409	196,409
UMB - Reserve Fund Series 2021A	-	-	-	-	-	3,357,029	3,357,029
UMB - Surplus Fund Series 2021A	-	-	-	-	-	1,396,350	1,396,350
Accounts Receivable	49,075	105,845	-	-	-	-	154,919
Allowance for fees not collected	-	-	(15,000)	-	-	-	(15,000)
Prepaid and other assets	12,590	-	-	-	-	-	12,590
Due from other government	36,530	-	-	24,473	59	-	61,062
ERU credits	-	-	-	-	-	42,362,278	42,362,278
TOTAL ASSETS	\$ 1,882,994	\$ 808,291	\$ 327,934	\$ 115,430	\$ 8,630,054	\$ 47,315,731	\$ 59,080,434
LIABILITIES AND FUND BALANCE							
LIABILITIES							
Accounts Payable	\$ 291,968	\$ 146,123	\$ 47,287	\$ -	\$ 38,742	\$ 1,500	\$ 525,620
Accrued Wages	10,976	-	-	-	-	-	10,975
Homeowner escrow/deposits	-	-	14,375	-	-	-	14,375
Deferred revenue	28,420	101,235	-	-	-	-	129,655
Due to other government	-	-	-	-	45,600	-	45,600
Retainage payable	-	-	-	-	205,258	-	205,258
Bonds payable, net	-	-	-	-	-	52,898,409	52,898,409
Total liabilities	331,364	247,358	61,662	-	289,600	52,899,909	53,829,892
FUND BALANCES	1,551,630	560,933	266,273	115,430	8,340,454	(5,584,178)	5,250,542
TOTAL LIABILITIES AND FUND BALANCE	\$ 1,882,994	\$ 808,291	\$ 327,935	\$ 115,430	\$ 8,630,054	\$ 47,315,731	\$ 59,080,434

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

Reunion Metropolitan District
Statement of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended December 31, 2023

General Fund

	Amended Budget	Year to Date Actual	Variance	Variance %
Revenue				
Interest income	\$ 25,000	\$ 70,084	\$ 45,084	180.33
Miscellaneous income	10,000	6,557	(3,443)	(34.43)
Alleyway costs reimbursement	2,075	2,075	-	(0.01)
Intergovernmental - NRMD 1	1,660,013	1,886,280	226,267	13.63
Intergovernmental - NRMD 2	1,126,747	1,265,042	138,295	12.27
Intergovernmental - NRMD 3	610,106	699,406	89,300	14.63
Intergovernmental - NRMD 4	1,643	1,712	69	4.16
District Operating Fees	350,000	355,814	5,814	1.66
Carriage Home (NRMD 1, 2 & 3)	230,100	236,792	6,692	2.90
Sterling Duet fees (NRMD2)	113,880	113,138	(742)	(0.65)
Reunion Ridge F1 Fees (NRMD3)	105,000	112,600	7,600	7.23
Total Revenue	<u>4,234,564</u>	<u>4,749,500</u>	<u>514,936</u>	<u>12.16</u>
Expenditures				
District General Operations & Administration	661,356	977,208	(315,852)	(47.75)
Intergovernmental Expenditure	34,972	48,062	(13,090)	(37.42)
District Property Maintenance	3,650,147	2,950,776	699,371	19.16
Total Expenditures	<u>4,346,475</u>	<u>3,976,046</u>	<u>370,429</u>	<u>8.52</u>
Excess of Revenue Over (Under) Expenditures	(111,911)	773,454	885,365	791.13
Fund Balance - Beginning	<u>778,176</u>	<u>778,176</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u>\$ 666,265</u>	<u>\$ 1,551,630</u>	<u>\$ 885,365</u>	<u>132.88</u>

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

Reunion Metropolitan District
Statement of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended December 31, 2023

Special Revenue Fund - Rec Center

	Amended Budget	Year To Date Actual	Variance	Variance %
Revenue				
Recreation Fees	\$ 1,245,000	\$ 1,267,428	\$ 22,428	1.80
Allowance for fees not collected	(5,000)	-	5,000	100.00
Recreation Fees, Other	15,000	16,266	1,266	8.44
Program Fees	115,000	82,326	(32,675)	(28.41)
Interest Income	25,000	32,433	7,434	29.73
Miscellaneous Income	5,000	68,462	63,462	1,269.25
Total Revenue	<u>1,400,000</u>	<u>1,466,915</u>	<u>66,915</u>	<u>4.77</u>
Expenditures				
Rec Center Operations	1,153,915	1,127,146	26,769	2.31
Reunion Park Pool Operations	243,251	185,362	57,889	23.79
Southlawn Pool Operations	185,921	149,889	36,032	19.37
Programs	169,500	163,135	6,365	3.75
Reunion Park Concession Building	19,250	8,663	10,587	55.00
Reunion Coffee House	42,800	22,214	20,586	48.09
Recreation Amenities	225,000	316,814	(91,814)	(40.80)
Total Expenditures	<u>2,039,637</u>	<u>1,973,223</u>	<u>66,414</u>	<u>3.25</u>
Total Excess of Revenue Over (Under) Expenditures	<u>(639,637)</u>	<u>(506,308)</u>	<u>133,329</u>	<u>20.84</u>
Fund Balance - Beginning	<u>1,067,241</u>	<u>1,067,241</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u>\$ 427,604</u>	<u>\$ 560,933</u>	<u>\$ 133,329</u>	<u>31.18</u>

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

Reunion Metropolitan District
Statement of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended December 31, 2023

Special Revenue Fund - HOA

	Amended Budget	Year To Date Actual	Variance	Variance %
Revenue				
HOA other fees	2,000	-	(2,000)	(100.00)
Violations and penalties	25,000	64,289	39,289	157.15
Allowance for fees not collected	(15,000)	-	15,000	100.00
AR Processing	35,000	73,553	38,553	110.15
Legal Fees Reimbursement	20,000	19,030	(970)	(4.84)
Interest Income	15,000	15,859	859	5.72
Total Revenue	<u>82,000</u>	<u>172,731</u>	<u>90,731</u>	<u>110.64</u>
Expenditures				
HOA Operating Expenses	<u>390,807</u>	<u>402,325</u>	<u>(11,518)</u>	<u>(2.94)</u>
Total Expenditures	<u>390,807</u>	<u>402,325</u>	<u>(11,518)</u>	<u>(2.94)</u>
Excess of Revenue Over (Under) Expenditures	(308,807)	(229,594)	79,213	25.65
Fund Balance - Beginning	<u>495,867</u>	<u>495,867</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u>\$ 187,060</u>	<u>\$ 266,273</u>	<u>\$ 79,213</u>	<u>42.34</u>

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

SUPPLEMENTARY INFORMATION

Reunion Metropolitan District
Schedule of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended December 31, 2023

Debt Service Fund

	Annual Budget	Year To Date Actual	Variance	Variance %
Revenue				
Interest Income	10,000	43,406	33,406	334.06
MLEPA payment from NR1MD	2,287,002	2,557,095	270,093	11.80
Total Revenue	<u>2,297,002</u>	<u>2,600,501</u>	<u>303,499</u>	<u>13.21</u>
Expenditures				
Bond principal payment	1,560,000	1,753,000	(193,000)	12.37
Bond interest - 2017	754,280	754,280	-	-
Paying agent/trustee fees	3,500	3,500	-	-
Total Expenditures	<u>2,317,780</u>	<u>2,510,780</u>	<u>(193,000)</u>	<u>8.32</u>
Total Excess of Revenue Over (Under) Expenditures	<u>(20,778)</u>	<u>89,721</u>	<u>110,499</u>	<u>(531.80)</u>
Total Excess of Rev & Other Financing Sources	<u>(20,778)</u>	<u>89,721</u>	<u>110,499</u>	<u>(531.80)</u>
Fund Balance - Beginning	<u>33,062</u>	<u>25,709</u>	<u>(7,353)</u>	<u>(22.23)</u>
Fund Balance - Ending	<u>12,284</u>	<u>115,430</u>	<u>103,146</u>	<u>839.68</u>

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

Reunion Metropolitan District
Schedule of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended December 31, 2023

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Capital Projects Fund

	Annual Budget	Year To Date Actual	Variance	Variance %
Revenue				
System Development Fees - NR3	656,250	774,375	118,125	18.00
Miscellaneous Income	-	11,763	11,763	100.00
Interest Income	2,000	404,154	402,154	20,107.70
Cost Reimbursement - Commerce City	2,490,000	-	(2,490,000)	(100.00)
Cost Reimbursement - Reunion Center MD	270,000	-	(270,000)	(100.00)
Cost Reimbursement - Reunion Ridge MD	2,398,000	-	(2,398,000)	(100.00)
Cost Reimbursement - Reunion Village MD	43,000	-	(43,000)	(100.00)
MLEPA payment from NR4MD	2,103	2,142	39	1.86
Total Revenue	5,861,353	1,192,434	(4,668,919)	(79.65)
Expenditures				
Intergovernmental - SDFs to NR3	427,500	504,450	(76,950)	18.00
Legal services	30,000	10,877	19,123	(63.74)
Accounting	25,000	9,691	15,309	(61.23)
District management	5,000	3,836	1,164	(23.27)
Capital Projects				
Engineering	-	56,294	(56,294)	100.00
Filing #34	-	1,033,684	(1,033,684)	100.00
Second Creek Crossing - O'Brian Canal/Regional Pond	-	825	(825)	100.00
Reunion Village 7-B & 7-E	-	1,760	(1,760)	100.00
112th Ave/Chambers/Parkside	300,000	-	300,000	(100.00)
Reunion Ridge Filing 1	-	230,400	(230,400)	100.00
Filing 37 Landscaping	78,500	36,806	41,694	(53.11)
Chambers Road (106th to 112th)	6,225,000	-	6,225,000	(100.00)
Reunion Ridge Filing 1Landscape	79,827	757,526	(677,699)	848.95
Filing 38 Infrastructure	12,307	45,055	(32,748)	266.09
Filing 27 Landscape	-	107,537	(107,537)	100.00
Altura Street (104th to 106th Ave)	3,250,000	-	3,250,000	(100.00)
High Plains Pkwy	220,000	-	220,000	(100.00)
Fencing	60,000	62,185	(2,185)	3.64
Intergovernmental - SDFs to NR3	427,500	504,450	(76,950)	18.00
Total Capital Projects	10,653,134	2,836,523	7,816,611	(73.37)
Contingency	156,866	-	156,866	(100.00)
Total Expenditures	11,297,500	3,365,377	7,932,123	(70.21)
Excess of Revenue Over (Under) Expenditures	(5,436,147)	(2,172,943)	3,263,204	(60.02)
Other Financing Sources (Uses)				
Developer advance	654,715	1,970,115	1,315,400	200.91
Developer repayment	-	(1,033,684)	(1,033,684)	100.00
Total Other Financing Sources (Uses)	654,715	936,431	281,716	43.02
Excess of Revenue & Other Financing Sources Over Expenditures & Other Uses	(4,781,432)	(1,236,512)	3,544,920	(74.13)
Fund Balance - Beginning	4,377,696	9,072,517	4,694,821	107.24
Fund Balance - Ending	\$ (403,736)	\$ 7,836,005	\$ 8,239,741	(2,040.87)

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

Reunion Metropolitan District
Statement of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended December 31, 2023

Enterprise Fund

	Annual Budget	Year To Date Actual	Variance	Variance %
Revenue				
Interest Income	116,000	280,579	164,579	141.87
Administrative fee	2,600	2,600	-	-
ERU Building credits	3,803,655	1,973,092	(1,830,563)	(48.12)
ERU Irrigation credits	960,080	-	(960,080)	(100.00)
Total Revenue	4,882,335	2,256,271	(2,626,064)	(53.78)
Expenses				
Enterprise Expenses				
ERU Admin Fee	10,506	10,506	(0)	-
Paying agent/trustee fees	10,000	10,000	-	-
Administrative and filing fees	10,000	-	10,000	100.00
Bond interest - 2021A	1,580,138	1,580,138	1	-
Bond principal - 2021A	925,000	925,000	-	-
Total Enterprise Expenses	2,535,644	2,525,643	10,000	0.39
Excess of Revenue Over (Under) Expenditures	2,346,691	(269,372)	(2,616,063)	(111.47)
Fund Balance, Beginning	5,175,110	5,221,325	46,215	0.89
Fund Balance, Ending	7,521,801	4,951,953	(2,569,848)	(34.16)
Reconciliation of Budget to GAAP				
ERU Credits		42,362,278		
Bonds Payable		(52,898,409)		
Net Position		(5,584,178)		

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

Schedule of Cash Position
December 31, 2023
As of January 29, 2024

	General Fund	Rec Center Fund	HOA Fund	Debt Service Fund	Capital Projects Fund	Enterprise Fund	Total
<u>Wells Fargo Checking</u>							
Balance as of 12-31-23	\$ 366,569.00	\$ 315,036.84	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 691,605.84
Subsequent activities:							
1/18/2024 Transfer from NR3	25,200.00	-	-	-	-	-	25,200.00
Anticipated Transfer to Colotrust	(391,769.00)	(315,036.84)	(10,000.00)	-	-	-	(716,805.84)
Anticipated Balance	-	-	-	-	-	-	-
<u>Wells Fargo Electronic Payments</u>							
Balance as of 12-31-23	-	53,367.78	-	-	-	-	53,367.78
Subsequent activities:							
1/29/2024 January Deposits to Date	-	3,474.00					3,474.00
1/29/2024 January Fees to Date	-	(519.54)					(519.54)
Anticipated Transfer to Colotrust	-	(51,322.24)	-	-	-	-	(51,322.24)
Anticipated Balance	-	5,000.00	-	-	-	-	5,000.00
<u>1st Bank Checking (1109)</u>							
Balance as of 12-31-23	349,430.76	109,068.81	100,609.43	75,642.37	2,776.49		637,527.86
Subsequent activities:							
01/02/24 Nationwide ACH	(709.81)	-	-	-	-	-	(709.81)
01/03/24 CSDPL Wire	(9,333.00)	-	-	-	-	-	(9,333.00)
01/03/24 Credit Card Payment	(2,497.24)	-	-	-	-	-	(2,497.24)
01/03/24 Centurylink Autopay	-	(678.30)	-	-	-	-	(678.30)
01/04/24 Transfer from Colotrust	25,000.00	95,000.00	-	-	-	-	120,000.00
01/04/24 Bill.com Payments	(167,579.83)	(149,573.01)	(26,101.54)	-	29.40	-	(343,224.98)
01/05/24 United Power ACH	(82.40)	-	-	-	-	-	(82.40)
01/08/24 Requisition #32	-	-	-	-	21,438.35	-	21,438.35
01/09/24 Bill.com Payments	-	-	-	-	(21,438.35)	-	(21,438.35)
01/09/24 Wex Autopay	(322.80)	-	-	-	-	-	(322.80)
01/12/24 Transfer from NR2	1,943.70	-	-	-	-	-	1,943.70
01/12/23 Transfer from NR1	9,317.90	-	-	24,473.60	-	-	33,791.50
01/12/24 Bill.com Payments	(9,041.34)	(12,128.56)	(15,904.35)	-	-	-	(37,074.25)
01/12/24 ADP Wages and Taxes	(19,713.19)	-	-	-	-	-	(19,713.19)
01/12/24 CEBT ACH	(10,449.79)	-	-	-	-	-	(10,449.79)
01/16/24 Developer Advance #65	-	-	-	-	16,522.22	-	16,522.22
01/17/24 Nationwide ACH	(817.47)	-	-	-	-	-	(817.47)
01/17/24 Ford ACH	(1,044.57)	-	-	-	-	-	(1,044.57)
01/17/24 Bill.com Payments	-	-	-	-	(16,768.03)	-	(16,768.03)
01/17/24 Republic Payment	-	(1,036.60)	-	-	-	-	(1,036.60)
01/18/24 Centurylink Autopay	-	(136.34)	-	-	-	-	(136.34)
01/22/24 Xcel Energy ACH	-	(1,218.13)	-	-	-	-	(1,218.13)
01/25/24 United Power ACH	(1,214.25)	(3,666.11)	-	-	-	-	(4,880.36)
01/26/24 Transfer from Colotrust	61,997.58	132,000.00	-	-	602.42	-	194,600.00
01/26/24 Nationwide ACH	(837.85)	-	-	-	-	-	(837.85)
01/26/24 ADP Wages and Taxes	(20,528.47)	-	-	-	-	-	(20,528.47)
Anticipated Transfer to UMB Bond Fund 2017	-	-	-	(100,115.97)	-	-	(100,115.97)
Anticipated Bill.com Payments	(42,868.06)	(132,051.52)	(17,461.26)	-	(3,162.50)	-	(195,543.34)
Anticipated Balance	160,649.87	35,580.24	41,142.28	-	-	-	237,372.39

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Schedule of Cash Position
December 31, 2023
As of January 29, 2024

	General Fund	Rec Center Fund	HOA Fund	Debt Service Fund	Capital Projects Fund	Enterprise Fund	Total
<u>1st Bank Electronic Payments (1204)</u>							
Balance as of 12-31-23	-	9,853.77	-	-	-	-	9,853.77
Subsequent activities:							
Anticipated Balance	-	9,853.77	-	-	-	-	9,853.77
<u>MSI Checking</u>							
Balance as of 12-31-23	94,522.15	29,996.54	-	-	-	-	124,518.69
Subsequent activities:							
Anticipated Balance	94,522.15	29,996.54	-	-	-	-	124,518.69
<u>COLOTRUST PRIME (CO-01-1125-4001)</u>							
Balance as of 12-31-23	-	-	-	-	0.12	-	0.12
Subsequent activities:							
Anticipated Balance	-	-	-	-	0.12	-	0.12
<u>COLOTRUST PLUS GENERAL (CO-01-1125-8005)</u>							
Balance as of 12-31-23	974,277.96	184,927.24	232,324.60	-	263,759.90	-	1,655,289.70
Subsequent activities:							
01/04/24 Transfer to First Bank	25,000.00	65,000.00	30,000.00	-	-	-	120,000.00
01/12/24 Transfer to NRMD3	-	-	-	-	(131,100.00)	-	(131,100.00)
01/26/24 Transfer to First Bank	61,997.58	132,000.00	-	-	602.42	-	194,600.00
Anticipated Transfer from NRMD4	250.23	-	-	-	283.03	-	533.26
Anticipated Transfer from Wells Fargo Checking	391,769.00	315,036.84	10,000.00	-	-	-	716,805.84
Anticipated Transfer from Wells Fargo Electronic Payments	-	51,322.24	-	-	-	-	51,322.24
Anticipated Balance	1,453,294.77	748,286.32	272,324.60	-	133,545.35	-	2,607,451.04
<u>COLOTRUST PLUS ENTERPRISE (CO-01-2069-8001)</u>							
Balance as of 12-31-23	-	-	-	-	-	3,664.70	3,664.70
Subsequent activities:							
Anticipated Balance	-	-	-	-	-	3,664.70	3,664.70
<u>UMB - 2017 Bond Fund</u>							
Balance as of 12-31-23	-	-	-	15,314.42	-	-	15,314.42
Subsequent activities:							
Anticipated Transfer from First Bank	-	-	-	100,115.97	-	-	100,115.97
Anticipated Balance	-	-	-	115,430.39	-	-	115,430.39
<u>UMB - 2017 Project Fund - District No. 2 Subaccount</u>							
Balance as of 12-31-23	-	-	-	-	8,363,458.84	-	8,363,458.84
Subsequent activities:							
Anticipated Balance	-	-	-	-	8,363,458.84	-	8,363,458.84
<u>UMB - 2021 Reserve Fund</u>							
Balance as of 12-31-23	-	-	-	-	-	3,357,029.05	3,357,029.05
Subsequent activities:							
Anticipated Balance	-	-	-	-	-	3,357,029.05	3,357,029.05

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

Schedule of Cash Position
December 31, 2023
As of January 29, 2024

	General Fund	Rec Center Fund	HOA Fund	Debt Service Fund	Capital Projects Fund	Enterprise Fund	Total
<u>UMB - 2021 Bond Fund</u>							
Balance as of 12-31-23	-	-	-		-	196,409.35	196,409.35
Subsequent activities:							
<i>Anticipated Balance</i>	-	-	-	-	-	196,409.35	196,409.35
<u>UMB - 2021 Revenue Fund</u>							
Balance as of 12-31-23	-	-	-	-	-	-	-
Subsequent activities:							
<i>Anticipated Balance</i>	-	-	-	-	-	-	-
<u>UMB - 2021 Surplus Fund</u>							
Balance as of 12-31-23	-	-	-	-	-	1,396,349.69	1,396,349.69
Subsequent activities:							
<i>Anticipated Balance</i>	-	-	-	-	-	1,396,349.69	1,396,349.69
<i>Anticipated total balance</i>	<i>\$ 1,600,341.99</i>	<i>\$ 827,500.76</i>	<i>\$ 313,466.88</i>	<i>\$ 115,430.39</i>	<i>\$ 8,497,004.31</i>	<i>\$ 4,953,452.79</i>	<i>\$ 16,307,197.12</i>

Yield information (thru 12/31/23):

Colotrust Prime - 5.21%
Colotrust Plus - 5.56%

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

REUNION METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
December 31, 2023

\$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

Year	Principal	Interest	Total
2022	\$ 835,000	\$ 1,610,406	\$ 2,445,406
2023	925,000	1,580,138	2,505,138
2024	1,020,000	1,546,606	2,566,606
2025	1,125,000	1,509,631	2,634,631
2026	1,205,000	1,468,850	2,673,850
2027	1,290,000	1,425,169	2,715,169
2028	1,375,000	1,378,406	2,753,406
2029	1,465,000	1,328,563	2,793,563
2030	1,560,000	1,275,456	2,835,456
2031	1,660,000	1,218,906	2,878,906
2032	1,765,000	1,158,731	2,923,731
2033	1,870,000	1,094,750	2,964,750
2034	1,985,000	1,026,963	3,011,963
2035	2,100,000	955,006	3,055,006
2036	2,205,000	878,881	3,083,881
2037	2,320,000	798,950	3,118,950
2038	2,435,000	714,850	3,149,850
2039	2,555,000	626,581	3,181,581
2040	2,680,000	533,963	3,213,963
2041	2,805,000	436,813	3,241,813
2042	2,940,000	335,131	3,275,131
2043	3,080,000	228,556	3,308,556
2044	3,225,000	116,906	3,341,906
	<u>\$ 44,425,000</u>	<u>\$ 23,248,212</u>	<u>\$ 67,673,212</u>

REUNION METROPOLITAN DISTRICT
RESOLUTION TO ADOPT SECOND AMENDED 2023 BUDGET

WHEREAS, the Board of Directors of Reunion Metropolitan District adopted the budget, as amended, and appropriated funds for the 2023 fiscal year as follows:

Special Revenue Fund - HOA	\$390,807
Debt Service Fund	\$2,317,780

WHEREAS, additional expenditures in the Special Revenue Fund - HOA and Debt Service Fund are necessary resulting in expenditures in excess of appropriations for the 2023 fiscal year; and

WHEREAS, such additional expenditures are contingencies which could not have been reasonably foreseen at the time of adoption of the budget or the prior amendment; and

WHEREAS, funds are available for such expenditures from unanticipated revenue (other than property taxes) or other surplus funds in the Special Revenue Fund - HOA and Debt Service Fund (or from surplus funds in the Special Revenue Fund - HOA and Debt Service Fund).

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Reunion Metropolitan District hereby adopts a second supplemental budget and appropriation for the 2023 fiscal year as follows:

Special Revenue Fund - HOA	\$410,000
Debt Service Fund	\$2,515,000

BE IT FURTHER RESOLVED, that such sums are hereby appropriated for expenditure from any available funds in the Special Revenue Fund - HOA and Debt Service Fund (and from transfers from the Special Revenue Fund - HOA and Debt Service Fund in accordance with the provisions of §29-1-109, C.R.S.

Dated this 6th day of February, 2024.

REUNION METROPOLITAN DISTRICT

By: _____
Chair

Attest:

Secretary

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND - HOA SUMMARY
AMENDED 2023 BUDGET SCHEDULE**

1/31/2024

	ORIGINAL BUDGET 2023	AMENDED BUDGET 1 2023	AMENDED BUDGET 2 2023
FUND BALANCE - BEGINNING	\$ 483,366	\$ 495,867	\$ 495,867
REVENUES			
AR processing fee	15,000	35,000	35,000
HOA other fees	2,000	2,000	2,000
Violations, penalties, other	5,000	25,000	25,000
(Allowance for fees not collected)	(15,000)	(15,000)	(15,000)
Legal fees reimbursement	5,000	20,000	20,000
Interest income	8,200	15,000	15,000
Total revenues	20,200	82,000	82,000
Total funds available	503,566	577,867	577,867
EXPENDITURES (see detail)			
HOA operations	331,930	390,807	410,000
Total expenditures	331,930	390,807	410,000
Total expenditures and transfers out requiring appropriation	331,930	390,807	410,000
FUND BALANCE - ENDING	171,636	187,060	167,867
LESS: RECEIVABLES - NONSPENDABLE	(50,000)	(50,000)	(50,000)
SPENDABLE FUND BALANCE	\$ 121,636	\$ 137,060	\$ 117,867

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND- HOA
AMENDED 2023 BUDGET SCHEDULE**

Account		ORIGINAL BUDGET 2023	AMENDED BUDGET 1 2023	AMENDED BUDGET 2 2023
HOA OPERATIONS				
5300	Miscellaneous	\$ 20,000	\$ 25,000	\$ 29,000
5360	Legal services	35,000	60,000	75,000
5400	Accounting	24,725	24,725	25,000
5440	Community events	30,000	30,000	30,000
5450	District management	20,000	20,000	18,000
5470	Insurance	14,205	19,082	19,000
5500	HOA management contract	165,000	165,000	162,000
5510	HOA AR processing fee	21,000	35,000	50,000
5515	Bad debt expense	500	500	500
5780	Website management	1,500	1,500	1,500
	Contingency	-	10,000	-
Total HOA operations		\$ 331,930	\$ 390,807	\$ 410,000

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
DEBT SERVICE FUND
AMENDED 2023 BUDGET SCHEDULE**

	1/31/2024	
	ORIGINAL BUDGET 2023	AMENDED BUDGET 2023
FUND BALANCE - BEGINNING	\$ 33,062	\$ 25,709
REVENUES		
MLEPA payment from NRMD1	2,287,002	2,557,095
Interest income	10,000	43,500
Total revenues	<u>2,297,002</u>	<u>2,600,595</u>
Total funds available	<u>2,330,064</u>	<u>2,626,304</u>
EXPENDITURES (see detail)		
Bond principal	1,560,000	1,753,000
Bond interest	754,280	754,280
Paying agent fees	3,500	3,500
Contingency	-	4,220
Total expenditures	<u>2,317,780</u>	<u>2,515,000</u>
Total expenditures and transfers out requiring appropriation	<u>2,317,780</u>	<u>2,515,000</u>
FUND BALANCE - ENDING	<u>12,284</u>	<u>111,304</u>

No assurance provided. See summary of significant assumptions.

Reunion Metro District - Audit Proposals
For the year ending December 31, 2023

<u>Firm</u>	<u>Fee Proposal</u>	<u>Notes</u>
Wipfli	\$ 11,750	Larger regional/national firm
Fiscal Focus Partners	12,000	Small local firm Open to reassessing fee after year 1 but not guaranteed. Small
The Adams Group	16,000-18,000	local firm
2024 Budget	\$ 12,000	

CONSTRUCTION STATUS UPDATE
FOR
REUNION METROPOLITAN DISTRICT
November 2023 – February 2024

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: November 2023 to February 2024

REUNION UNDERDRAIN

Construction Summary:

- F37 (American West) – Initial Acceptance 8/10/2023
- Reunion Ridge F1 (Alpine) – Final Acceptance 12/2023.
- F21 (Hirschfield) – Alpine Civil attempting to clean and video.
- F26A (PEI) – Ready for Final Acceptance pending cleaning and videos; 95% complete.
- F38 Infrastructure – Final Acceptance 11/2023

NORTH RANGE METROPOLITAN DISTRICT #3

REUNION RIDGE F1 (ESCO)

Construction Summary:

- Final acceptance anticipated spring 2024 for Commerce City. Commerce City is withholding final acceptance until areas along Ragweed Draw have grown in to the required 70% vegetation. Designsapces will reseed in the spring. Punchlist items for SACWSD were complete on 11/7/23. Working with SACWSD for final acceptance.

Budget Summary (FINAL):

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 and maintenance items remain.

Budget Summary:

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$2,557,350.00	\$183,100.92	\$0	\$ 2,740,450.92	\$2,395,455.34	\$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 and maintenance 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	\$1,426,751.74	\$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.
- A final acceptance walk took place on 10/5/23. Brightview has a few remaining items to address in the spring.
- 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	\$297,693.43	\$0	\$1,774,765.91	\$1,774,765.91	\$73,853.62

DISTRICT INFRASTRUCTURE FOR REUNION F38 (HEI)**Construction Summary:**

- 100% overall completion. Final acceptance granted 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.
- Designsapces is at 100% 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:**

- 56% 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	\$3,768.06	\$0	\$161,698.58	\$88,599.39	\$17,622.00

100TH AVENUE (ESCO)**Construction Summary:**

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

Budget Summary (FINAL):

Original Contract	Approved COs	Pending COs	Totals	Balance Paid	Contingency
\$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**2024 POND MAINTENANCE**

Construction Summary:

- Bidding documents to be issued February 2024.

2024 UNDERDRAIN MAINTENANCE

Construction Summary:

- Phase 2 contract awarded to QP Services – Maintenance kickoff meeting scheduled for 2/06/2024.
- Phase 3 Bidding documents to be issued February 2024.



J.R. ENGINEERING

PROJECT COSTS: Village 7E & 7B, Mobile St. & F37 Landscape																
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date	% Complete To Date	Second Addendum	Seventh Addendum	Thirteenth 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	\$ 297,693.43		\$ 1,774,765.91	\$ 1,774,765.91	100%										
Subtotal	\$ 4,666,235.35	\$ 530,858.51	\$ -	\$ 5,197,093.86	\$ 5,197,093.86											
*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 #6 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							\$ 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	\$ 5,745,290.54	\$ 21,620.79	\$ -	\$ 5,766,911.33	\$ 5,766,911.33											
Construction Contingency	\$ 301,448.38															
Mobile Construction Contingency	\$ 50,857.67															
Landscape Contingency	\$ 73,854.00															
*Originally part of the 2nd, 7th, 13th Addendum funding - \$4,352,790.15																

Reunion Metropolitan District
Funding Through RMD
Budget Tracking 4421.52



	PROJECT COSTS: District Infrastructure for Service to F38					% Complete To Date			
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date		Twentieth Addendum	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
CURRENT CONTRACTS / OBLIGATIONS									
Civil Contract - HEI Civil	\$ 2,218,044.05	\$ 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					% Complete To Date		
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date		Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
CURRENT CONTRACTS / OBLIGATIONS								
Bid Schedule (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	\$ 127,925.00	100.0%	\$ 144,972.00	
TOTALS	\$ 255,031.00	\$ 86,197.00	\$ -	\$ 341,228.00	\$ 341,228.00		\$ 355,626.00	



J.R ENGINEERING

	PROJECT COSTS: F27 Landscape					% Complete To Date			
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date		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	\$ 88,599.39	54.8%			
Subtotal	\$ 157,930.52	\$ -	\$ 3,768.06	\$ 161,698.58	\$ 88,599.39				
Bidding & Construction Services	\$ 21,688.74			\$ 21,697.48	\$ 19,100.00	88%			
*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	\$ 45,813.34				
TOTALS	\$ 200,927.09	\$ -	\$ 3,768.06	\$ 210,109.40	\$ 107,699.39		\$ 218,940.00	\$ 218,940.00	\$ 8,830.60
*Construction Contingency	\$ 17,932.00	* Note: Increased taps fees of \$5405.51 are being budgeted out of the contingency amount, reducing it to \$12,526.49							

Reunion Metropolitan District
Funding Through NRMD #2
Budget Tracking



	PROJECT COSTS: F34 & 100th Avenue						First Addendum	Fifteenth Addendum	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date	% Complete To Date				
CURRENT CONTRACTS / OBLIGATIONS										
Bid Schedules A,B,C - PEI	\$ 2,158,658.12	\$ (100,770.17)		\$ 2,057,887.95	\$ 2,057,887.95	100.0%				
Bid Schedule C - ESCO	\$ 341,416.75	\$ 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 Landscape					% Complete To Date			
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date		Tenth Addendum	Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
CURRENT CONTRACTS / OBLIGATIONS									
Landscape Bid Schedule - Designsclapes	\$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 said a 2" tap was purchased on 9/24/19 for \$101,839.00. CLA unable to find record of 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 Metropolitan District
Funding Through ???
Budget Tracking



	PROJECT COSTS: F36 Landscape					% Complete To Date			
	Original Contract Price	Approved Change Orders	Pending Change Orders	Totals	Balance Paid To Date			Total Authorized Funding	Excess (Deficit) of Authorized Funding over Estimated Costs
CURRENT CONTRACTS / OBLIGATIONS									
Landscape Bid Schedule - GVR	\$ 727,240.02			\$ 727,240.02	\$ 293,359.88	40.3%			
TOTALS	\$ 727,240.02	\$ -	\$ -	\$ 727,240.02	\$ 293,359.88			\$ -	\$ (727,240.02)

REUNION METROPOLITAN DISTRICT
BOARD COMMUNICATION

DATE	SUBJECT	AGENDA NUMBER
1/15/2024	Phase 1 Underdrain Maintenance Manhole Installation	RMD # ____ - ____

INITIATED BY	JR Engineering/Aaron Clutter
---------------------	------------------------------

STAFF RECOMMENDATION

Adopt Resolution No. ____ - ____ with the following actions related to the Reunion – Underdrain Maintenance Plan:

- ✓ Approval of a change order for the amount of \$248,101.87 for QP Services to complete the installation of a full-depth underdrain manhole for the 2022 Underdrain Maintenance Phase 1 contract.

PROJECT DESCRIPTION/LOCATION

The Work consists of the following tasks:

- ✓ Installation of a full-depth underdrain manhole within the Phase 1 Underdrain maintenance system located at the intersection of Nucla Street and Nucla Court in Commerce City. This manhole was required because of excess debris in the underdrain in the vicinity and insufficient access to properly clean the system. Due to cost overruns as described below, this change order is in addition to Change Order No. 1 approved in May 2023.

BACKGROUND INFORMATION

Upon video inspection of the Phase 1 Underdrain system, the need was identified for a full-depth manhole installation on Nucla Street after several failed attempts to fully clean the system. A change order was approved in May 2023 for \$24,013.57 for the manhole installation. Upon further investigation of the installation site, the Contractor requested if the work could be completed on a time and materials basis. It was agreed to that costs incurred in excess of the original change order could be charged as T&M, not anticipating the costs more than doubling and staying within budget.

Work proceeded on July 24, 2023 and within the first two days, the contractor began to take on groundwater. The groundwater persisted throughout the project requiring constant pumping, causing cave-ins, and delaying the project. This in turn caused the costs to significantly increase. Costs were verified by extensive review of contractor's work logs and invoices. A cost breakdown is attached below to include costs absorbed by the contractor. Supplemental information can be provided upon request.

FINANCIAL DETAILS

See Attachment #1.

Description		Costs
Suppliers		
Equipment Rentals	United Rentals (6 invoices)	\$10,971.16
Pumping Supplies	Wylaco (2 Invoices)	\$597.19
Soil Dumping	BFI Tower Landfill (Republic Services)	\$886.79
Subtotal:		\$12,455.14
Sub-Contractors		
Equipment Transport	Hocaday/IW Trucking (3 invoices)	\$2,905.24
Traffic Control	Colorado Barricade/Elite Traffic Control (2 invoices)	\$39,994.96
Soil Transport	Iron Woman Trucking	\$16,404.53
Asphalt Paving	Asphalt Specialties/Mile High Paving (8 invoices)	\$23,502.26
Subtotal:		\$82,806.99
Materials		
Pipe & Parts	Ferguson (2 invoices)	\$1,079.56
Backfill	Flashfill (2 Invoices)	\$27,846.58
Manhole concrete	Holcim	\$1,272.08
Aggregates	Martin Marietta	\$1,036.00
Pre-Cast Concrete	Rinker	\$3,011.49
Subtotal:		\$34,245.71
Equipment		
	315 Excavator	\$7,859.00
	336 Excavator	\$20,488.00
	Skidsteer TL12R2	\$3,892.28
	Broom Skid attachment	\$701.26
	Generator	\$2,400.00
	Sump pumps	\$1,620.00
	Trailer	\$3,420.00
Subtotal:		\$40,380.54
Labor		
	Foreman W/ Truck & Tools	\$36,876.50
	Laborers (4)	\$43,084.50
	Vac Truck W/ Crew	\$35,555.25
	Crew Truck	\$7,276.50
Subtotal:		\$122,792.75
Total Costs Incurred:		\$292,681.13
Contractor Deductions		
	Material	\$ (6,074.01)
	Equipment	\$ (17,971.75)
	Labor	\$ (20,533.50)
Total Costs Deducted:		-\$44,579.26

Total Invoiced: \$248,101.87



CHANGE ORDER

Reunion Metropolitan District

CHANGE ORDER NO. 02

DATED: January 17, 2024

CONTRACT FOR: Reunion Phase 1 Underdrain Maintenance

OWNER: Reunion Metropolitan District

CONTRACTOR: QP Services

AGREEMENT DATE: April 1, 2022

The following changes are hereby made to the Contract Documents:

Justification:

FCN #2 – Full Depth Manhole Installation (T&M Costs)

Cost overruns from Change Order No. 1 primarily as a result of dewatering

Total \$248,101.87

Enclosures: Supplemental information will be provided upon request

Adjustment to Contract Price:

Original Contract Price	<u>\$105,495.05</u>
Contract Price prior to the Change Order	<u>\$80,774.20</u>
Net Adjustment Resulting from the added underdrain services	<u>\$248,101.87</u>
Current Contract Price Including this Change Order	<u>\$ 328,876.07</u>

Reunion Metropolitan District certifies that an adequate appropriation of funds is available to equal or exceed the new contract price including this change order.

REUNION METROPOLITAN
DISTRICT

QP SERVICES

District Board Representative

Project Manager

FIELD CHANGE NOTIFICATION

PROJECT:	PROJECT NO.	FIELD CHANGE NO.
REUNION UNDERDRAIN MAINTENANCE PHASE 1	14421.15	2

☐ DRAWING NO.

☒ OTHER

PROPOSED CHANGE DESCRIPTION

The purpose of this Field Change Notification is to document additional work required to install an underdrain manhole at the Nucla Street & Nucla Court intersection. Upon video inspection of the Phase 1 Underdrain system in the area, the need was identified for a full-depth manhole installation on Nucla Street after several failed attempts to fully clean the system. Pricing was received in January 2023 for the installation and a change order in the amount of \$24,013.57 was added to the contract on 5/2/23. Prior to the installation, the Contractor requested if the work could be completed on a time and materials basis after further investigation of the existing conditions. It was agreed to that costs incurred in excess of the original change order could be charged as T&M, not anticipating the costs would more than double. Work proceeded on July 24, 2023 and within the first two days, the contractor began to take on groundwater. The groundwater persisted throughout the project requiring constant pumping, causing cave -ins, and delaying the project. This in turn caused the costs to significantly increase. Costs were verified by extensive review of contractor's work logs and invoices.

The following are the general descriptions of changes that have occurred to the Bid Schedule. A more detail cost breakdown is attached. 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 Schedule					
ALT2	Full Depth Manhole Installation (T&M Costs)	1	LS	\$ 248,101.87	\$ 248,101.87
TOTAL FOR THIS FCN					\$ 248,101.87

_____	<input type="checkbox"/> FIELD CHANGE REQUEST (FCR No.) _____
_____	<input type="checkbox"/> REQUIRED MODIFICATIONS TO DESIGN/SPECIFICATION
_____	<input type="checkbox"/> DISPOSITION OF NONCONFORMING ITEM
_____	<input type="checkbox"/> CHANGES IN REGULATORY/OTHER REQUIREMENTS
PER DESCRIPTION LISTED ABOVE	<input type="checkbox"/> OTHER

EXHIBITS ATTACHED	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES, IF YES, CHECK APPLICABLES BOXES
<input type="checkbox"/> COPIES OF MARKED-UP AREA(S) OF DRAWING(S)		
<input type="checkbox"/> FIELD CHANGE REQUEST FOR (FCR NO. _____)	<input checked="" type="checkbox"/> OTHER (Describe)	Cost Summary, QP Services Invoice; QP Services Non-billable Items

COMMENTS _____ SCHEDULE ERECTED/PLACEMENT DATE(S) _____

ORIGINATOR: **JR ENGINEERING** _____ DATE 1/17/2024

DISTRIBUTION (Check as applicable)

- ☒ JR ENGINEERING Construction Engineer: Rocky Carns/Tim Graf
- ☒ QP SERVICES: Shane Jones/Scott Boyd
- ☒ REUNION METRO DISTRICT: Brett Price/Aaron Clutter

JR ENGINEERING

	<u>1/17/2024</u>
District Engineer	Date

COST SUMMARY

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Description		Costs
Suppliers		
Equipment Rentals	United Rentals (6 invoices)	\$10,971.16
Pumping Supplies	Wylaco (2 Invoices)	\$597.19
Soil Dumping	BFI Tower Landfill (Republic Services)	\$886.79
Subtotal:		\$12,455.14
Sub-Contractors		
Equipment Transport	Hocaday/IW Trucking (3 invoices)	\$2,905.24
Traffic Control	Colorado Barricade/Elite Traffic Control (2 invoices)	\$39,994.96
Soil Transport	Iron Woman Trucking	\$16,404.53
Asphalt Paving	Asphalt Specialties/Mile High Paving (8 invoices)	\$23,502.26
Subtotal:		\$82,806.99
Materials		
Pipe & Parts	Ferguson (2 invoices)	\$1,079.56
Backfill	Flashfill (2 Invoices)	\$27,846.58
Manhole concrete	Holcim	\$1,272.08
Aggregates	Martin Marietta	\$1,036.00
Pre-Cast Concrete	Rinker	\$3,011.49
Subtotal:		\$34,245.71
Equipment		
	315 Excavator	\$7,859.00
	336 Excavator	\$20,488.00
	Skidsteer TL12R2	\$3,892.28
	Broom Skid attachment	\$701.26
	Generator	\$2,400.00
	Sump pumps	\$1,620.00
	Trailer	\$3,420.00
Subtotal:		\$40,380.54
Labor		
	Foreman W/ Truck & Tools	\$36,876.50
	Laborers (4)	\$43,084.50
	Vac Truck W/ Crew	\$35,555.25
	Crew Truck	\$7,276.50
Subtotal:		\$122,792.75
Total Costs Incurred:		\$292,681.13
Contractor Deductions		
	Material	\$ (6,074.01)
	Equipment	\$ (17,971.75)
	Labor	\$ (20,533.50)
Total Costs Deducted:		-\$44,579.26

Total Invoiced: \$248,101.87

**Project Name**

Reunion T&M
QPS-000108-02

Bill to:

Tim Graf
JR Engineering
7200 S Alton Way
Centennial, CO 80112

Invoice #

1

Invoice Date:

9/26/2023

Date of Service

7/26-9/13/2023

Quantity	UOM	Description	Rate/Unit	Price
<u>Materials / Subs</u>				
1	LS	United Rentals (6 invoices)	\$ 10,971.16	\$ 10,971.16
1	LS	Ferguson (2 invoices)	\$ 1,079.56	\$ 1,079.56
1	LS	Flashfill (2 Invoices)	\$ 27,846.58	\$ 27,846.58
1	LS	Hocaday (2 invoices)	\$ 1,124.13	\$ 1,124.13
1	LS	Colorado Barricade (1 invoice)	\$ 35,852.20	\$ 35,852.20
1	LS	Iron Woman Trucking	\$ 16,404.53	\$ 16,404.53
1	LS	Asphalt Specialties (6 invoices)	\$ 793.50	\$ 793.50
1	LS	Mile High Paving (2 invoices)	\$ 22,708.76	\$ 22,708.76
1	LS	Wylaco (1 Invoice)	\$ 351.78	\$ 351.78
1	LS	Holcim	\$ 1,272.08	\$ 1,272.08
1	LS	BFI Tower Landfill (Republic Services)	\$ 886.79	\$ 886.79
1	LS	Elite Traffic Control LLC	\$ 4,142.76	\$ 4,142.76
<u>Equipment</u>				
54.2	HOURL	315 Excavator	\$ 145.00	\$ 7,859.00
104	HOURL	336 Excavator	\$ 197.00	\$ 20,488.00
1	LS	Skidsteer TL12R2	\$ 3,892.28	\$ 3,892.28
1	LS	Broom Skid attachment	\$ 701.26	\$ 701.26
8	DAY	Generator	\$ 300.00	\$ 2,400.00
12	DAY	Sump pumps	\$ 135.00	\$ 1,620.00
4	DAY	Trailer	\$ 855.00	\$ 3,420.00
<u>Crews/Labor</u>				
168	HOURS	Foreman W/ Truck & Tools	\$ 193.00	\$ 32,424.00
509.5	HOURS	Laborers (4)	\$ 53.00	\$ 27,003.50
58.75	HOURS	Vac Truck W/ Crew	\$ 325.00	\$ 19,093.75
164.75	HOURS	Crew Truck	\$ 35.00	\$ 5,766.25
Total				\$ 248,101.87

Signature / Date_____

Remit to:

QP Services
12503 E Euclid
Ste #220
Centennial, CO 80111

Reunion MH non-billable items

8/7/2023- \$5620.75 (equipment and labor)

8/8/2023- \$7997.50 (equipment and labor)

8/10/2023- \$7412.00 (equipment and labor)

Total- \$21,030.25

Materials not billed.

Martin Marietta- \$1036

Rinker- \$3,011.49

Wylaco- \$245.41

IW Trucking- \$1781.11

Total- \$6,074.01

Opportunity lost with equipment and labor.

***times/days/crew members**

Equipment- \$7600

Labor- \$9875

Total- \$17475.00

Grand Total- \$44,579.26

ENGINEER'S COST CERTIFICATION
REUNION F36 LANDSCAPE IMPROVEMENTS

Prepared for:

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

Prepared by:

JR ENGINEERING, LLC
7200 S. Alton Way, Suite C400
Centennial, Colorado 80112
(303) 740-9393

December 2023



At the request of Oakwood Homes, JR Engineering has prepared an Engineer's Cost Certification for District eligible costs associated with the Reunion Filing 36 Landscape Improvements. The purpose of this report is to verify costs associated with the design and construction of Public Improvements as authorized by the Service Plan and recommend an amount to be reimbursed from Reunion Metropolitan District to the Developer. JR Engineering reviewed the soft and hard costs associated with the construction. The soft costs consisted of planning and design. The hard costs consisted of construction costs including irrigation system installation, sod and seed installation, plantings, mulch installation, landscape maintenance during warranty period, and construction management & general requirements. Supporting documentation was provided in order to verify costs and included construction plans, plat, agreements, invoices, work orders, pay applications, and lien waivers. JR Engineering verified a total of **\$383,230.81** in District Eligible Costs.

SUPPORTING INFORMATION

The Buffalo Hills Metropolitan District, Commerce City, Colorado, was established in December of 2000 as shown in the Adams County District Court Civil Action No. 00 CV 2005 Order and Decree Creating District recorded document. The original service plan for Buffalo Hills Metro included 35 acres. An affidavit was filed with Adams County on June 20, 2001 changing the name of the District from Buffalo Hills Metropolitan District to the Reunion Metropolitan District. An Order for Inclusion was petitioned by the North Range Metropolitan District No. 2 to include the all the property shown on the Final Subdivision Plat of Reunion Filing No. 36. Reunion Filing No. 36 Tracts A through K added 6.926 acres of service area to the Reunion Metropolitan District (Tracts A-C, F, & I-K are not eligible at this time).

Terracina Design completed a punchlist on September 15, 2023 for final acceptance of Reunion Filing 36. District tracts D, E, F (with the exception of the Park) G, & H were accepted. Tracts included in this cost certification highlighted in blue below.





1. Summary of District Eligible Costs:

Filing 36		
Description	Hard Costs	Soft Costs
Parks, Recreation, Landscaping	\$ 206,832.81	
Land Planning, Design, and Permitting		\$ 176,398.00
Subtotal	\$ 206,832.81	\$ 176,398.00
TOTAL APPROVED COSTS: \$383,230.81		

2. Project Consultants, Suppliers, & Contractors

Project consultants, suppliers, & contractors and their roles include:

- Green Valley Ranch Landscaping (Landscape and Irrigation Contractor)
- Terracina Design (Landscape Architect)

3. Documents Reviewed:

- Adams County District Court Civil Action No. 00 CV 2005 Order and Decree Creating District, In Re The Organization of Buffalo Hills Metropolitan District, City of Commerce City, Adams County, Colorado, recorded December 27, 2000.
- Adams County District Court, Affidavit, In The Matter of Buffalo Hills Metropolitan District, Case Number: 00CV2005, filed June 20, 2001.
- The FIRST AMENDMENT TO FUNDING AND REIMBURSEMENT AGREEMENT (Capital) (the “First Amendment”) entered into the 2nd day of July, 2019, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation (the “Developer”).
- Reunion Filing No. 36 Plat, prepared by Aztec Consultants, Inc., recorded October 31, 2019, Reception No. 2019000094161.
- PLAN DRAWINGS
 - Reunion Filing 36 – Landscape and Irrigation Construction Plans by Terracina Design dated August 20, 2020
- CONTRACT DOCUMENTS
 - Work Order DRE4E.TERRA.WO1 between Oakwood Homes LLC and Terracina Design, Project: Reunion Parcel 4E, Commencement Date July 17, 2017
 - Change Order DRE4E.TERRA.WO1.CO1 between Oakwood Homes LLC and Terracina Design, Project: Reunion Parcel 4E, Issuance Date January 21, 2019
 - Change Order DRE4E.TERRA.WO1.CO2 between Oakwood Homes LLC and Terracina Design, Project: Reunion Parcel 4E, Issuance Date March 5, 2019



- Change Order DRE4E.TERRA.WO1.CO3 between Oakwood Homes LLC and Terracina Design, Project: Reunion Parcel 4E, Issuance Date March 11, 2020
- Change Order DRE4E.TERRA.WO1.CO4 between Oakwood Homes LLC and Terracina Design, Project: Reunion Parcel 4E, Issuance Date February 26, 2021
- Original Bid Schedules provided by Terracina Design
- Reunion Filing #36 Landscape and Irrigation – 90% Drawings Estimate of Probable Costs provided by Terracina Design dated 2-12-2020
- Itemized Landscape Proposal provided by GVR Landscape dated 9-1-2020
- Final Acceptance Punchlist for Reunion Filing 36 by Terracina Design dated 9-15-2023
- Work Order DRE36.GVRL.WO1 between Oakwood Homes LLC and Green Valley Ranch Landscaping, Project: Reunion F36, Authorized Date March 10, 2021
- Change Order DRE36.GVRL.WO1.CO1 between Oakwood Homes LLC and Green Valley Ranch Landscaping, Project: Reunion F36, Issuance Date July 25, 2021
- Change Order DRE36.GVRL.WO1.CO2 between Oakwood Homes LLC and Green Valley Ranch Landscaping, Project: Reunion F36, Issuance Date January 4, 2022
- Change Order DRE36.GVRL.WO1.CO3 between Oakwood Homes LLC and Green Valley Ranch Landscaping, Project: Reunion F36, Issuance Date January 12, 2022
- Change Order DRE36.GVRL.WO1.CO4 between Oakwood Homes LLC and Green Valley Ranch Landscaping, Project: Reunion F36, Issuance Date January 27, 2022
- Change Order DRE36.GVRL.WO1.CO5 between Oakwood Homes LLC and Green Valley Ranch Landscaping, Project: Reunion F36, Issuance Date April 22, 2021
- Change Order DRE36.GVRL.WO1.CO6 between Oakwood Homes LLC and Green Valley Ranch Landscaping, Project: Reunion F36, Issuance Date August 21, 2023
- **CONTRACTOR PAY APPLICATIONS**
 - Invoices for DRE36.GVRL.WO1 from Green Valley Ranch Landscaping, Pay Applications 1-5.

See attached Summary of Reviewed Costs.

4. District Engineer Certification

I hereby certify that I have reviewed the information summarized or attached hereto and inspected the improvements and hereby certify that the costs associated with the Public Infrastructure are qualified District Eligible Costs, constructed in accordance with the approved construction documents and are in satisfactory form and condition. The Public Infrastructure is fit for its intended purpose and the costs proposed for certification set forth herein are reasonable and consistent with fair market costs of similar public infrastructure. I hereby recommend that the Reunion Metropolitan District accept the total amount of District Eligible Costs Certified herein.

Michele Tom, P.E.
Project Engineer

12/22/23
Date

Improvement Category	Hard Construction Costs (including staking and testing)					Soft Costs (Engineering, Legal, Planning, Landscape & Irrigation Design)					Totals
	Pay App/WO Number	Contractor	Amount	Verified District Cost	Description	Invoice/WO Number	Consultant	Amount	Verified District Cost	Description	
Parks, Recreation, and landscaping	DRE36.GVRL.WO1	GVR	\$ 727,240.02	\$ 206,832.81	Only Tracts D, E, F (w/the exception of the park), G, H are accepted at this time. 50% of Irrigation system cost are eligible at this time.						\$ 206,832.81
	DRE36.GVRL.WO1.CO1	GVR	\$ 3,750.00	\$ 3,750.00	Conduit bore 103rd & Reunion Pkwy (Work has not been billed out yet; it will not be part of this certification)						
	DRE36.GVRL.WO1.CO2	GVR	\$ 8,179.55	\$ 3,444.12	Amendment #1 (\$4,735.43 for watering model complex in Filing 36 is not District cost) (Work has not been billed out yet; it will not be part of this certification)						
	DRE36.GVRL.WO1.CO3	GVR	\$ 58,530.00	\$ -	Park Site Amenities (Park has not been accepted)						
	DRE36.GVRL.WO1.CO4	GVR	\$ 2,250.00	\$ -	Conduit bore for Tract J (Tract J has not been accepted)						
	DRE36.GVRL.WO1.CO5	GVR	\$ 20,000.00	\$ -	Additional Warranty Maintenance (Not a District Cost)						
	DRE36.GVRL.WO1.CO6	GVR	\$ 24,444.44	\$ -	Sod Replacement (Not a District Cost)						
	Contract Total		\$ 844,394.01	\$ 206,832.81				\$			
Land Planning, Design, and Permitting						DRE4E.TERRA.WO1	Terracina Design	\$ 81,000.00	\$ 81,000.00	Landscape Plans	\$ 176,398.00
						DRE4E.TERRA.WO1.CO1	Terracina Design	\$ 10,500.00	\$ 10,500.00		
						DRE4E.TERRA.WO1.CO2	Terracina Design	\$ 26,000.00	\$ 26,000.00		
						DRE4E.TERRA.WO1.CO3	Terracina Design	\$ 15,500.00	\$ 15,500.00		
						DRE4E.TERRA.WO1.CO4	Terracina Design	\$ 43,398.00	\$ 43,398.00		
			\$ -					\$ 176,398.00	\$ 176,398.00		
Total Hard Construction Costs:			\$	206,832.81		Total Soft Construction Costs:			\$	176,398.00	Total Costs \$ 383,230.81

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COMMERCE
CITY AND THE REUNION METROPOLITAN DISTRICT FOR PAVING
IMPROVEMENTS LOCATED NEAR 10690 NUCLA STREET**

This **INTERGOVERNMENTAL AGREEMENT** ("**Agreement**") is made and entered into this _____ day of _____, 2023 ("**Effective Date**"), by and between REUNION METROPOLITAN DISTRICT ("**RMD**"), a Colorado special district and the CITY OF COMMERCE CITY, a Colorado home rule municipality ("**City**") (collectively, "**Parties**").

RECITALS

WHEREAS, Property within the boundaries of RMD exists along the current alignment near 10690 Nucla Street, as further depicted and set forth in Exhibit A, attached hereto and incorporated by this reference;

WHEREAS, The Parties have determined it appropriate to work together to cause the installation and construction of public improvements necessary for making repairs to the curb and gutter and asphalt pavement near 10690 Nucla Street (the "**Project**");

WHEREAS, The location of the Project is adjacent to where the RMD previously made repairs to an underground groundwater underdrain system owned and maintained by RMD and the repairs made to the City street were not accepted by the City and work needs to be completed by RMD to properly restore the asphalt pavement near the underdrain repair;

WHEREAS, The location of the installation and construction for the Project is located within a Right-of-Way that has been previously deeded or otherwise dedicated to the City and for which the City has responsibility for maintenance and repair;

WHEREAS, The Parties desire to enter into this Agreement to establish terms for the payment of costs related to the Project and the Parties' respective cost allocation, as further set forth herein as well as the rights and responsibilities of the Parties with respect to the Project; and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution authorizes the City and RMD to enter into cooperative agreements such as this Agreement.

AGREEMENT

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

I. Design and Permitting.

1. RMD will undertake and complete the survey, engineering, design, plan preparation and permitting associated with the Project (the "**Design Work**"). Such Design Work shall include, without limitation, the following:

- a. Design and Utility Surveys;
 - b. Property Surveys and Base Mapping preparation;
 - c. Roadway Design and Plans;
 - d. Demolition and restoration of existing improvements design and plans; and
 - e. Cost Estimates.
2. In its contract with a contractor for the Design Work, RMD shall include the following:
- a. Insurance requirements as are standard to RMD design contracts, and that specifically name the City and its elected and appointed officials, employees, and agents as "additional insured" (with the exception of workers' compensation and employer's liability insurance policies, if any);
 - b. Expressly naming the City as a third-party beneficiary of the contract with respect to Design Work relating to the Property Rights, as defined below, that the City is obligated to acquire pursuant to this Agreement;
 - c. Provisions for RMD's contractor to indemnify, defend, and hold harmless, the City and its elected and appointed officials, employees, and agents to the same extent as RMD and its directors, officers, agents and employees;
 - d. To expressly name the City as a third-party beneficiary of the contract with respect to the insurance, indemnity and defense, warranty, and standard of care provisions.

II. Construction Terms

1. RMD shall commence construction of the Project upon City approval of the final plans and specifications, issuance of the final permits, and the acquisition of any and all necessary property rights and other property interests required for the construction of each portion of the Project. Such construction shall be completed substantially in accordance with all such City-approved plans and specifications.
2. The Parties each agree that in connection with real property under their respective control or ownership, if any, they will provide all necessary property interests, easements, licenses, and/or rights of ways deemed necessary for construction of the Project, at no cost to the other Party hereto. All requisite property interests as are necessary for construction of the Project shall be referred to herein as the "Property Rights."
3. RMD has or will publicly bid the Project in accordance with its standard construction practices and all applicable legal requirements. Upon the Parties' determination of the lowest most qualified and responsive bidder in accordance with Colorado law, upon reasonable conferral of the Parties, based upon such bid results, RMD shall be authorized to enter into a construction contract with such contractor (the "District Contractor"), subject to the requirements of this Agreement, and to issue a notice to proceed. All executed construction documents shall be provided to the City for its records.

4. The Parties agree that the form of the construction contract shall be at RMD's discretion, subject to the City's review upon request, notwithstanding however, that the construction contract shall include the following terms:
 - a. Insurance requirements as are standard to RMD construction projects, and specifically naming the City and its elected and appointed officials, employees, and agents as an "additional insured" (with the exception of workers' compensation and employer's liability insurance policies, if any). All references to RMD and its "directors, officers, employees and agents" with respect to any insurance shall also be made applicable to the City and its elected and appointed officials, employees, and agents, respectively. RMD shall require the District Contractor to provide copies of any and all certificates of insurance to the City;
 - b. Terms of payment and surety to include performance bonds and a minimum one-year warranty from Final Acceptance of all components of the Project;
 - c. Provision for the construction contractor to indemnify, defend, and hold harmless the City and its elected and appointed officials, employees, and agents to the same extent as RMD and its directors, officers, agents and employees (specifically, modifying RMD's General Condition Section 5.9 to name said parties); and
 - d. Expressly naming the City as a third-party beneficiary/obligee of the contract with respect to all provisions relating to the obligation to perform the work, insurance (including without limitation RMD's General Conditions Sections 5.2, 5.3, 5.4, 5.6, 5.7, and 5.8), indemnity and defense (including without limitation RMD's General Conditions Sections 5.9, 9.8, and 11.6), performance and payment bonds (including without limitation RMD's General Conditions Section 5.1), and warranty provisions for any part of the work to be owned by or dedicated to the City.

5. RMD Ridge shall also be authorized to enter into construction management, quality assurance, and geotechnical engineering contracts with qualified contractors, subject to the requirements of this Agreement, and to issue a notice to proceed, if needed. Copies of all executed contracts shall be provided to the City for its records. In all such contracts, RMD shall include the following:
 - a. Insurance requirements as are standard to RMD construction projects, specifically naming the City and its elected and appointed officials, employees, and agents as an "additional insured" (with the exception of workers' compensation and employer's liability insurance policies, if any). RMD require the District Contractor to provide a certificate or certificates of insurance to the City;
 - b. Provisions to indemnify, defend, and hold harmless the City and its elected and appointed officials, employees, and agents to the same extent as RMD and its directors, officers, agents and employees; and

- c. To expressly name the City as a third-party beneficiary of the contract with respect to the insurance, indemnity and defense, warranty, and standard of care provisions.
- 6. Any property of the City damaged or destroyed by RMD or any of its contractors or subcontractors incident to this Agreement, excluding any property intended to be affected by the work, shall be promptly repaired or replaced by RMD, to the City's satisfaction, or in lieu of such repair or replacement, RMD shall pay to the City money in an amount sufficient to compensate for the actual damages sustained by the City by reason of damage to or destruction of City property, including all costs associated with the repair or replacement of such property, plus an administrative fee of 10%.

III. Project Cost Allocation

1. RMD Cost Allocation

RMD will pay for the cost of the asphalt paving improvements to Nucla Street ("RMD Contribution") for the Project.

2. City Cost Allocation.

The City shall contribute a total of \$_____ (the "City Contribution") for the Project. The City Contribution shall include the costs to remove and replace the concrete curb and gutter to allow positive drainage to prevent water from ponding in the gutter.

- 3. For change orders exceeding \$5,000, upon reasonable conferral with the City and then upon receipt of written approval from the City as to an individual change order, RMD shall have the authority to approve such change orders. The City shall not withhold its written approval hereunder as long as (1) such change order does not exceed a 5% contingency allotted for costs identified in the respective bid schedules; and (2) such change order is consistent with all approved plans and specifications. The Parties agree that for any non-emergency change orders proposed related to the City's Contribution, exceeding \$5,000, RMD shall present the same to the City for review and consideration. The City shall have five (5) business days to consider non-emergency change orders and if no objection is made within the allotted time period, the same shall be deemed approved. In the event of an emergency change order, the City shall respond within twenty-four (24) hours of receipt of such change order request, with receipt being defined as the delivery to the City's Representative hereunder at the physical address and/or the e-mail address set forth below. If the City objects to such change order, the Parties shall meet and work in good faith to resolve the issue. An "emergency" shall involve events that impact immediate public safety concerns or other events of an emergent nature, such as water or gas line breaks.
- 4. R M D agrees to submit a detailed, itemized monthly statement to the City for review. The statement will show cost information for the Project. The City agrees to reimburse RMD within sixty (60) days of receiving each invoice. The City may object

to any errors related to an amount identified in the invoice and the Parties shall reasonably confer in an effort to resolve any such invoice objections. The Parties acknowledge that in order to avoid unnecessary delays and costs for the Project, each Party must make available personnel who are empowered to act and make decisions on behalf of such Party in an expeditious manner. For all matters to be determined by the City pursuant to this Agreement, and for all matters as shall be permissible pursuant to existing City procedures, the City shall designate a representative (the "City Representative"), who shall be available for immediate consultation on matters related to change orders, and any other matter to be determined by the City in connection with this Agreement. Unless subsequently notified otherwise, the name and contact information of the City Representative shall be:

City Representative: Shawn Poe, P.E., CFM

Address:

Phone Number:

Email:

IV. Certification of the Project and Final Payments.

1. After Initial Acceptance of the Project by the City and RMD from the construction contractor, **RMD** will provide written certification to the City ("Certification"), which will include an accounting of all costs related to construction of the Project, exclusive of the Design Work. The Certification shall include the final amount of the Parties' respective costs. The City may object to any errors related to amount identified in the Certification within thirty (30) days of the date of the Certification (the "Reporting Period"). The City shall reimburse RMD for any underpayment not later than sixty (60) days after the Reporting Period and if not paid within such time period, interest shall accrue on the City Reimbursement Amount at the rate of six percent (6.0%) per annum until paid in full to RMD. RMD shall return any overpayment to the City not later than sixty (60) days after the Reporting Period and if not paid within such time period, interest shall accrue at the rate of six percent (6.0%) per annum until paid in full to the City.
2. At any time, the City shall have the right to audit RMD's records concerning the design and construction of the Project. The right to request an audit of such records shall be made within three (3) years from the date upon which the Certification is provided and shall be in writing. The audit request shall include a reasonably detailed description of the scope of documents requested for audit by the City.

V. Operation and Maintenance of Project upon Completion.

1. Upon Initial Acceptance, the Parties agree that maintenance of N u c l a S t r e e t shall be the responsibility of the City.
2. Operation and Maintenance of the underground groundwater underdrain shall be the responsibility of RMD.

VI. Right-of-Way Permit to RMD for Construction.

Prior to the commencement of construction, the City shall grant a right-of-way permit to RMD upon submission of the permit by RMD.

VII. Binding Effect; Assignment.

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

VIII. Representations and Warranties of RMD.

1. RMD represents and warrants to the City that:
 - a. RMD is a special district duly organized and validly existing under the laws of the State of Colorado, is authorized to conduct business as it is presently being conducted, is not in violation of its governing documents or the laws of the State of Colorado, has the power and legal right to enter into this Agreement, and has duly authorized the execution, delivery, and performance of this Agreement;
 - b. The consummation of the transactions contemplated by this Agreement will not violate any provisions of its governing documents or constitute a default or result in the breach of any term of provision of any contract or agreement to which RMD is a party or by which it is bound; and
 - c. There is no litigation, proceeding, or investigation contesting the authority of RMD or its officers with respect to this Agreement, and RMD is unaware of any such litigation, proceeding, or investigation being threatened.

IX. Representations and Warranties of the City.

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

- b. The consummation of the transactions contemplated by this Agreement will not violate any provisions of its governing documents or constitute a default or result in the breach of any term of provision of any contract or agreement to which the City is a party or by which it is bound; and
- c. There is no litigation, proceeding, or investigation contesting the authority of the City or its officers with respect to this Agreement, and the City is unaware of any such litigation, proceeding, or investigation being threatened.

X. Term.

This Agreement will be effective from the Effective Date until the date of the City Reimbursement Amount is paid to RMD. The termination of this Agreement shall not affect any warranty, indemnity, insurance, or bond obligations of RMD or any District Contractor or any related right accruing to the City's benefit.

XI. Notice.

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

XII. General Provisions.

1. **Incorporation by Reference.** The recitals to this Agreement and all exhibits to this Agreement are incorporated by reference.
2. **No Third-Party Beneficiaries.** The parties expressly intend that any person other than the City and RMD will be deemed to be only an incidental beneficiary under this Agreement.
3. **No Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor shall any such waiver be a continuing waiver. A party's failure to insist upon strict performance of any of the terms, covenants, conditions, or agreements contained in this Agreement shall not be deemed a waiver of any rights or remedies that said party may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained in this Agreement by the same party. Except as expressly provided in this Agreement, no waiver shall be binding on any party unless executed in writing by the party making such waiver.

4. Governmental Immunity. No term or condition of this Agreement will be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10- 101, *et seq.*
5. Non-liability of Officials and Employees. No elected or appointed official, employee, agent, consultant or contractor of the City or RMD shall be personally liable to the other Party or any successors or assign for any breach of this Agreement.
6. Non-Appropriation. Notwithstanding any other term or condition of this Agreement, all obligations of the City or RMD under this Agreement, including all or any part of any payment or reimbursement obligations, whether direct or contingent, will only extend to payment of monies duly and lawfully appropriated and encumbered for the purpose of this Agreement through the City's or RMD's legally required budgeting, authorization, and appropriation process, as applicable. Further, the City and RMD, by this Agreement, do not create a multiple fiscal year obligation or debt either within or without this Agreement. The City and RMD, by this Agreement, do not bind future legislatures to make such appropriations.
7. Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement will be governed by the laws of the State of Colorado. Venue for any litigation arising out of or relating to this Agreement will be in the 17th Judicial District in Adams County, Colorado. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees. The prevailing party in any litigation to resolve a dispute between the parties arising from this Agreement will be entitled to recover from the non-prevailing party court costs, reasonable third-party expenses, and reasonable attorney fees incurred in prosecuting or defending such action and enforcing any judgment, order, ruling or award. The prevailing party shall be determined based upon an assessment of which party's arguments or positions could fairly be said to have prevailed over the other party's arguments or positions on major disputed issues at trial. Such assessment should include evaluation of the following: the amount of the net recovery; the primary issues disputed by the parties; whether the amount of the award comprises a significant percentage of the amount sought by the claimant; and the most recent settlement positions of the parties, which the parties agree shall be admissible for purposes of determining the prevailing party. Any obligation of the City to pay court costs or attorney fees pursuant to this Section shall be subject to the appropriation of funds by the City Council for such purpose.
8. No Partnership or Agency, Independent Contractor Relationship. Notwithstanding any language in this Agreement or any representation or warranty to the contrary herein, the relationship between RMD and the City will be as independent contractors, and neither the City nor RMD will be deemed or constitute an employee, servant, agent, partner, or joint venture of the other.

9. Counterparts. This Agreement may be executed in several counterparts each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed via "wet" signature or electronic mark and executed copies hereof may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means, and, upon receipt, shall be deemed originals and binding upon the signatories hereto.
10. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.
11. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or RMD on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Section headings used in this Agreement are for convenience of reference only.
12. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the parties and to bind the parties to its terms.
13. Acknowledgement of Open Records Act – Public Document. The Parties hereby acknowledge that the City and RMD are public entities subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., and as such, this Agreement may be subject to public disclosure thereunder.
14. Nothing in this Agreement shall be construed to be a waiver by the City of its police power or its legislative authority to make decisions regarding the exercise of its eminent domain authority. Nothing in this Agreement shall bind the City or RMD to exercise their respective powers of eminent domain, or to in any other manner be precluded from making a legislative determination regarding how their respective eminent domain authority is exercised.

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

CITY OF COMMERCE CITY

Jason R. Rogers, City Manager

ATTEST:

Dylan A. Gibson, City Clerk

APPROVED AS TO FORM:

John-Patrick Sansom,
Assistant City Attorney

**REUNION METROPOLITAN
DISTRICT**

Signature

Printed Name, Title

ATTEST:

Printed Name, Title

EXHIBIT A

