

ANNUAL REPORT FOR THE CALENDAR YEAR 2023
REUNION METROPOLITAN DISTRICT
CITY OF COMMERCE CITY, COUNTY OF ADAMS, COLORADO

City of Commerce City, Colorado
via Email

County Clerk and Recorder
Adams County, Colorado
via Email

Office of the State Auditor,
1525 Sherman Street, 7th Floor
Denver, Colorado 80203
via E-Filing Portal

Division of Local Government,
1313 Sherman Street, Room 521
Denver, Colorado 80203
via E-Filing Portal

1. **Boundary Changes Made or Proposed:**
 - (a) No changes made or proposed as of December 31, 2023.
2. **Intergovernmental Agreements Terminated, Entered Into or Proposed:**
 - (a) An Intergovernmental Agreement with the City of Commerce City (the “**City**”) for Street Improvements near 10690 Nucla Street, attached hereto as Exhibit A.
3. **Access information to obtain a copy of the Rules and Regulations:**
 - (a) Rules and Regulations between the District and North Range Metropolitan Districts was adopted on March 3, 2005 and modified on January 26, 2015, attached hereto as Exhibit B;
 - (b) Underdrain System Rules and Regulations dated May 9, 2023, attached hereto as Exhibit C; and
 - (c) Pool Rules and Regulations (date unknown), attached hereto as Exhibit D.
4. **Changes or Proposed Changes in District’s Policies:**
 - (a) There were no material changes to the District’s policies in 2023.

5. **Change or Proposed Changes in the District’s Operations:**

(a) None.

6. **Any Changes in the Financial Status of the District, including Revenue Projections or Operating Costs:**

(a) Changes to Revenue Projections and Operating Costs are included in the 2023 Budget, the 2023 Budget Amendment and the 2023 Second Budget Amendment, attached hereto as Exhibit E.

7. **A Summary of Any Litigation Involving the District:**

On December 8, 2022, the District filed a Complaint in Adams County District Court (Case No. 2022 CV 31644) (the “**Litigation**”) against North Range Metropolitan District No. 1 and the Board of Directors of North Range Metropolitan District No. 1 (collectively, “**NR1**”) and North Range Metropolitan District No. 2 and the Board of Directors of North Range Metropolitan District No. 2 (collectively, “**NR2**” and together with NR1, the “**Original Defendants**”). In November 2023, the District Court authorized the District to add North Range Metropolitan District No. 3 and the Board of Directors of North Range Metropolitan District No. 3 (collectively, “**NR3**” and together with the Original Defendants, the “**Defendants**”). The Introduction to the Second Amended Complaint (filed December 5, 2023) summarizes the District’s position as follows:

Through this lawsuit, [the District] seeks a declaration that [NR1, NR2 and NR3] cannot simply refuse to take legally required action to pay their debts incurred to fund tens of millions of dollars of public improvements installed within the boundaries of NR1, NR2 and NR3 (the “**Public Improvements**”). NR1, NR2 and NR3 are in violation of certain agreements [particularly the Mill Levy Equalization and Pledge Agreement (as amended, the “**MLEPA**”) and the District Operating Services Agreement (the “**Operating Services Agreement**” and together with the MLEPA, the “**Agreements**”), both originally dated June 3, 2016] between the parties as well as in violation of the Supplemental Public Securities Act, C.R.S. §11-57-201 et seq. To preserve the Public Improvements and to ensure compliance with the pertinent securities, [the District] asks the Court to declare that the agreements are valid, issue a preliminary and permanent injunction, issue a writ of mandamus, and to impose the equitable remedy of a receiver.

If NR1, NR2 and NR3 are allowed to continue on their unlawful course of conduct and to challenge the validity of the securities more than 5 years after their claims were statutorily barred by Colorado law, the strong public policy in favor of providing certainty to the public financing market will be gravely undermined. Indeed, allowing such a late and time-barred challenge to the securities here would send ripples through the Colorado municipal financing market, potentially jeopardizing billions of dollars’ worth of municipal bonds for all Colorado issuers – the State, municipalities, counties school districts, and literally hundreds of

other local governments, and grind real estate development in Colorado to a halt. This Court must not countenance such effects and undermine the express policy determination made by the legislature to preclude such claims by any party more than 30 days after an issuer authorizes an obligation.”

On February 7, 2023, the District Court issued a ruling from the bench granting the preliminary injunction and ordering the appointment of a receiver for NR1 and NR2. As of the date of this Annual Report, The Receiver Group, LLC was appointed by the District Court to serve as receiver by Orders dated May 9, 2023 (the “**May 2023 Orders**”), which were subsequently amended March 18, 2024. The Original Defendants filed a Motion to Modify the May 2023 Orders. That motion is fully briefed but has not been ruled upon by the District Court.

On December 18, 2023, the parties filed a Joint Advisement of Issues for December 21, 2023 Hearing related to NR1’s refusal to certify a mill levy for collection in 2024 in accordance with the May 2023 Orders and the Agreements. After a hearing on the issues, the District Court entered a Mandamus Order on December 21, 2023 ordering NR1 to certify its mill levy for collection in 2024 consistent with the May 2023 Orders and the Agreements.

NR3 filed a Motion to Dismiss all of the District’s claims on January 8, 2024, which is fully briefed but not yet decided by the District Court.

On March 5, 2024, the Original Defendants filed their First Amended Answer and Counterclaims. The Original Defendants now assert seven counterclaims against the District: (1) declaratory relief that the MLEPA invalid, (2) breach of contract related to the MLEPA, (3) breach of contract related to the Operating Services Agreement (new since last Annual Report), (4) civil theft for transfer of funds subject to the MLEPA, (5) appointment of a receiver over the District (new since last Annual Report), (6) injunctive relief (new since last Annual Report), and (7) mandamus relief under C.R.C.P. 106(a)(2) (new since last Annual Report).

On March 26, 2024, the District filed a Partial Motion to Dismiss NR1 and NR2’s First Amended Counterclaims, seeking to dismiss all of NR1 and NR2’s First, Third and Fourth Counterclaims, and most of the Second Counterclaim. Also on March 26, 2024, the District filed a Partial Reply to Counterclaims, replying to those Counterclaims of NR1 and NR2 for which the District was not seeking dismissal.

8. Proposed Plans for the Year Immediately Following the Year Summarized in the Annual Report:

(a) The District generally continues to operate as it has in previous years, subject to orders of the District Court in the Litigation. In its Second Amended 2024 Budget Resolution (attached), the District’s board of Directors (the “**Board**”) provided funding related to the budget requests of NR1, NR2 and NR3 for “Administrative Services”, primarily accounting, management and legal fees, which collectively total \$836,700 for 2024. In order to fund those amounts without cutting services, the Board determined to both raise the operating levy within the North Range Districts and also cut its projected operating reserves to 5% (from the 10% reserves the Board has striven to maintain historically).

9. **Status of Construction of Public Improvements completed during 2023:**

- (a) The District did not enter into any new construction contracts in 2023.

10. **List of facilities or improvements constructed by the District that were conveyed to the City:**

Attached as Exhibit F is a list of facilities or improvements constructed, conveyed and/or under warranty period with the City during the calendar year 2023.

11. **Current annual budget of the District:**

- (a) Attached as Exhibit G is a copy of the District's Budget (including first and second amendments) for the current fiscal year 2024.

12. **Current Assessed Value of the District:**

- (a) The District's current assessed valuation is \$2,790.

13. **Most recently filed audited financial statements of the District. To the extent audited financial statements are required by state law or most recently filed audit exemption:**

- (a) The December 31, 2023 will be filed with the City once available.

14. **Notice of any uncured defaults:** None, although the District notes that NR1 and NR2 have filed First Amended Counterclaims alleging that the District is in default of both the MLEPA and the Operating Agreement, which the District disputes and against which the District has entered defenses in the litigation matter.

15. **The District's inability to pay any financial obligations as they come due under any obligation which continues beyond a ninety-day period:** None.

EXHIBIT A

IGA with the City of Commerce City for Street Improvements near 10690 Nucla Street

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

This INTERGOVERNMENTAL AGREEMENT (this “**Agreement**”) is made and entered into this 15 day of March, 2024 (the “**Effective Date**”), by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“**RMD**”) and the CITY OF COMMERCE CITY, a home rule municipality of the State of Colorado (the “**City**”) (RMD and the City are sometimes referred to herein individually as a “**Party**” and collectively as the “**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 desire to work together to cause the installation and construction of public improvements necessary for making repairs to the curb, gutter and asphalt pavement near 10690 Nucla Street (“**Repair I**”);

WHEREAS, the location of Repair I is adjacent to where RMD previously made repairs to an underground groundwater underdrain system owned and maintained by RMD;

WHEREAS, repairs made to the City street in connection with the underground groundwater underdrain system were not accepted by the City because further work needs to be completed by RMD to properly restore the asphalt pavement (the “**Repair II**”, and together with Repair I, the “**Project**”);

WHEREAS, 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, pursuant to the Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., as amended, the Parties may enter into cooperative agreements such as this Agreement to provide any function, service or facility lawfully authorized to each.

AGREEMENT

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

1. Design and Permitting.
 - a. RMD will undertake and complete the survey, engineering, design, plan preparation and permitting associated with the Project (the “**Design Work**”). The Design Work shall include, without limitation, the following:

- i. Design and utility surveys;
 - ii. Property surveys and base mapping preparation;
 - iii. Roadway design and plans;
 - iv. Demolition and restoration of existing improvements design and plans;
and
 - v. Cost estimates.
- b. In its contract with a contractor for the Design Work (the “**Design Contractor**”), RMD shall include the following:
 - i. 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);
 - ii. 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;
 - iii. Provisions for the Design 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; and
 - iv. To expressly name the City as a third-party beneficiary of the contract with respect to the insurance, indemnity and defense, warranty, and standard of care provisions.

2. Construction Terms.

- a. 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.
- b. The Parties each agree that in connection with real property under their respective control or ownership, if any, they will provide all necessary property rights and other 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 rights and other property interests as are

necessary for construction of the Project shall be referred to herein as the “Property Rights.”

- c. 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 “**Construction 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.
- d. 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:
 - i. 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 Construction Contractor to provide copies of any and all certificates of insurance to the City;
 - ii. Terms of payment and surety to include performance bonds and a minimum one-year warranty from final acceptance by the City of all components of the Project;
 - iii. 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; and
 - iv. 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, indemnity and defense, performance and payment bonds, and warranty provisions for any part of the work to be owned by or dedicated to the City.
- e. RMD shall also be authorized to enter into construction management, quality assurance, and geotechnical engineering contracts with qualified contractors (the “**Other 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:

- i. 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 shall require the Other Contractors to provide a certificate or certificates of insurance to the City;
 - ii. 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
 - iii. 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.
 - f. 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%.
3. Project Cost Allocation.
 - a. RMD Cost Allocation.
 - i. RMD will pay for the cost of the asphalt paving improvements to Nucla Street for the Project (“**RMD Contribution**”).
 - b. City Cost Allocation.
 - i. The City will pay for the costs to remove and replace the concrete curb and gutter for the Project (the “**City Contribution**”).
 - c. For change orders exceeding \$5,000, upon reasonable conferral and written approval from the City as to each 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 without need for written approval. 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, as defined below, 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.

- d. RMD 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: 7887 E 60th Ave

Phone Number: 303-227-8791

Email: dgibson@c3gov.com

- e. Certification of the Project and Final Payments.
- i. 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 (the "**City Reimbursement Amount**") 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.

- ii. 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.

4. Operation and Maintenance of Project upon Completion.

- a. Upon initial acceptance by the City, the Parties agree that maintenance of Nucla Street shall be the responsibility of the City.
- b. Operation and maintenance for the underground groundwater underdrain system shall be the responsibility of RMD.

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

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

6. Binding Effect; Assignment.

- a. 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.

7. Representations and Warranties of RMD.

- a. RMD represents and warrants to the City that:
 - i. 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;
 - ii. The consummation of the transactions contemplated by this Agreement will not violate any provisions of its governing documents or constitute

7887 E 60th Avenue
Commerce City, CO 80022

With a copy to: City Attorney's Office
Attn: City Attorney
7887 E. 60th Avenue
Commerce City, CO 80022

To RMD: Reunion Metropolitan District
Attn: Matt Urkoski
17910 Parkside Drive North
Commerce City, CO 80022
matt.urkoski@clacconnect.com

With a copy to: CEGR Law
Attn: David Greher, Matt Ruhland
44 Cook Street, Suite 620
Denver, CO 80206
dgreher@cegrlaw.com; mruhland@cegrlaw.com

11. General Provisions.

- a. **Incorporation by Reference.** The recitals to this Agreement and all exhibits to this Agreement are incorporated by reference.
- b. **No Third-Party Beneficiaries.** The parties expressly intend that any person other than the City and RMD will be deemed to be only an incidental beneficiary under this Agreement.
- c. **No Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor shall any such waiver be a continuing waiver. A Party's failure to insist upon strict performance of any of the terms, covenants, conditions, or agreements contained in this Agreement shall not be deemed a waiver of any rights or remedies that said Party may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained in this Agreement by the same Party. Except as expressly provided in this Agreement, no waiver shall be binding on any Party unless executed in writing by the Party making such waiver.
- d. **Governmental Immunity.** No term or condition of this Agreement will be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

- e. **Non-liability of Officials and Employees.** No elected or appointed official, employee, agent, consultant or contractor of the City or RMD shall be personally liable to the other Party or any successors or assign for any breach of this Agreement.
- f. **Non-Appropriation.** Notwithstanding any other term or condition of this Agreement, all obligations of the City and 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, are not creating 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.
- g. **Governing Law; Jurisdiction and Venue; Attorneys' Fees.** This Agreement will be governed by the laws of the State of Colorado. Venue for any litigation arising out of or relating to this Agreement will be in the 17th Judicial District in Adams County, Colorado. In the event that it becomes necessary for either Party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing Party shall recover from the other Party all costs and expenses associated with such proceedings, including reasonable attorney's fees. 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 or RMD to pay court costs or attorney fees pursuant to this Section shall be subject to the annual appropriation for such purpose.
- h. **No Partnership or Agency, Independent Contractor Relationship.** Notwithstanding any language in this Agreement or any representation or warranty to the contrary herein, the relationship between 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.

- i. **Counterparts.** This Agreement may be executed in several counterparts each of which may be deemed an original, but all of which together shall constitute one and the same instrument. 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.
- j. **Severability.** If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.
- k. **Rules of Construction.** Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all Parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all Parties. No term of this Agreement will be construed or resolved in favor of or against the City or 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.
- l. **Authority.** The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the parties to its terms.
- m. **Acknowledgement of Open Records Act – Public Document.** The Parties hereby 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.
- n. **Eminent Domain.** 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

DocuSigned by:

Jason R. Rogers

A1672F8B883F4CD...

Jason R. Rogers, City Manager

ATTEST:

DocuSigned by:

Dylan Gibson

798CD14FB5714B1...

Dylan A. Gibson, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

John-Patrick Sansom

3FD4285A710044F...

John-Patrick Sansom,
Assistant City Attorney

**REUNION METROPOLITAN
DISTRICT**

DocuSigned by:

Brett Price

CA13C85C3EF1407...

Brett Price, President

ATTEST:

DocuSigned by:

Randy Bauer

FBAC9882A10840B...

Bertrand Bauer, Secretary

EXHIBIT B

Rules and Regulations

RULES AND REGULATIONS

ADOPTED MARCH 3, 2005
MODIFIED January _26_, 2015

REUNION and NORTH RANGE
METROPOLITAN DISTRICTS
17910 E. PARKSIDE NORTH
COMMERCE CITY, COLORADO 80022

The District does not discriminate on the basis of any status protected by federal, state or local law and the District will not discriminate against any owner in the provision of, or access to, services on the basis of that owner's race, national origin, color, ancestry, religion, creed, gender, sex, pregnancy, sexual preference, orientation, or transgender status, genetic information, age, disability, military status, marital status, or membership or status in any other group protected by applicable law.

REUNION and NORTH RANGE METROPOLITAN DISTRICTS
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Facility Rental Form – Reunion Parks
Facility Rental Form – Special Even Supplement

ARTICLE I
DEFINITIONS

Section 1.1 Definitions

Unless the context indicates otherwise, the meaning of the terms used herein shall be as follows:

Access Permit: An Access Permit in the form attached hereto as **Form 4.3** which is required pursuant to Article IV herein.

Board: The Board of Directors of Reunion Metropolitan Districts.

Commerce City: City of Commerce City.

Compliant Easement Entities: Article IV herein whom the Manager has determined is or has a history of complying with restoration requirements as generally described in Section 4.2.5 herein.

Contractor: Any person, firm, association, corporation or agency performing work or furnishing materials to or for Reunion, directly or indirectly.

Customer: Any person, firm, corporation, association or agency who is authorized, or who desires, to obtain services from Reunion.

Districts: Reunion Metropolitan District and North Range Metropolitan Districts No. 1, No. 2, No. 3, No. 4, or No. 5, collectively.

District Engineer: Person authorized by The District to act as its engineer.

Easement Area: That portion of property owned by The District which is being encumbered by an easement pursuant to Article IV herein.

Engineer: A duly qualified, Registered Engineer in the State of Colorado.

Facility: Any building, equipment, pipe, valve, manhole or other appurtenance owned, operated or maintained by The District.

Intergovernmental Agreement: that certain Facilities Funding, Construction and Operations Agreement among the Districts dated August 14, 2001, as amended from time to time.

Inspector: The authorized representative of The District.

Manager: The person designated as Manager by the Board, who administers and supervises the affairs of and operations and maintenance of facilities of The District or the person authorized by the Board or the Manager to act on his or her behalf.

Non-Compliant Easement Entity: Any Person requesting an easement from The District pursuant to Article IV herein whom the Manager has determined is or has a history of not

consistently complying with restoration requirements as generally described in Section 4.2.5 herein.

North Range Districts: North Range Metropolitan Districts No. 1, 2, 3, 4 and/or 5.

Owner: Any person, firm, corporation, association or agency who holds title to any real property or building served by The District.

Person: Any individual, firm, company, association, society, corporation, group, government, governmental agency or other legal entity.

Petitioner: Any Person requesting one of the North Range Districts to include their property within its boundaries.

Recreation Fee Bill: the invoice sent by The District for the Quarterly Recreation Fee established pursuant to Article VII herein.

Reunion: Reunion Metropolitan District.

Reunion Planned Development Area: That area described on the Reunion PUD Zone Document #3615, approved by the City Council of the City of Commerce City on October 7, 2002 and Recorded in the Office of the Adams County Clerk and Recorder on December 17, 2002 at Reception No. C1068494.

Reunion Recreation Center: (“RRC”). The Recreation Center located at 17910 E. Parkside Drive North, Commerce City, Colorado 80022.

SACWSD: South Adams County Water and Sanitation District.

Security Deposit: Any monies required to be deposited with The District for the purpose or guaranteeing payment of bills rendered for service.

Storm Sewer: A sewer for conveying water, groundwater, subsurface water or water from any source other than a sanitary sewer.

Surcharge: Any charge imposed by The District for the provision of a special service not normally provided by The District.

Systems Development Fees: A fee imposed by Resolution of The District on each single-family and multi-family residential unit, and each nonresidential property located within the Districts related to the recovery of costs for infrastructure development.

ARTICLE II
GENERAL

Section 2.1 Enactment

The District is a governmental subdivision of the State of Colorado and a body corporate, with those powers of a public quasi-municipal corporation that are specifically granted for carrying out the objectives and purposes of The District under Article 1 of Title 32 of the Colorado Revised Statutes. These Rules and Regulations are adopted by the Board in accordance with such authority and the Intergovernmental Agreement.

Section 2.2 Intergovernmental Agreements

The District provides services to the Districts pursuant to the Intergovernmental Agreement whereby the North Range Districts have agreed that The District shall be the provider of services to the properties within the boundaries of the Districts.

Section 2.3 Intent of Construction

It is intended that these Rules and Regulations shall be liberally construed to affect the general purposes set forth herein. No portion of these Rules and Regulations shall be construed as a waiver of any grant of power, duty or responsibility, or a limitation or restriction upon the powers of the Board by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between The District and any other governmental entity. Nothing contained herein shall be so construed as to prejudice or affect the right of The District to secure the full benefit and protection of any law which is now enacted or may subsequently be enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of The District.

Section 2.4 Compliance with Building Requirements

Nothing herein provided shall be deemed to relieve any Person from compliance with the building code of Commerce City, Adams County or any other state or local building requirements or the Reunion Homeowners Association Covenants and guidelines.

Section 2.5 Amendments

Reunion shall retain the authority, in accordance with the Intergovernmental Agreement and the provisions of the Colorado Revised Statutes, to amend these Rules and Regulations, as it deems necessary in its sole discretion, in order to more efficiently and effectively provide services to the Districts. Prior notice of proposed amendments shall not be required to be provided by the Board. The Forms attached hereto may be amended by the administrative staff of Reunion.

Section 2.6 Severability

If any section, subsection, sentence, clause or phrase of these Rules and Regulations, or its application to any Person or circumstances, is held to be invalid, such determination shall not affect the application of such provision to other Persons or circumstances and the remaining portions of these Rules and Regulations shall not be affected thereby

ARTICLE III
FEES AND CHARGES - GENERAL

Section 3.1 Establishment of Rates and Charges

Pursuant to Section 32-1-1001(1) (j) (I), C.R.S. and the Intergovernmental Agreement, by Resolution, any agreements to which the District is a party to and these Rules and Regulations, the District hereby establishes fees, rates, tolls penalties and charges. The establishment of such fees, rates, tolls, penalties and charges will be made by Resolution adopted by the Board from time to time and set forth in these Rules and Regulations. The remedies provided in these Rules and Regulations are in addition to and not by way of derogation of any other remedies available to The District pursuant to any law or regulations.

Section 3.2 Perpetual Lien

In accordance with Section 32-1-1001(1) (j) (I), C.R.S, until paid, all fees, rates, tolls, penalties, or charges due in accordance with these Rules and Regulations shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens.

Section 3.3 Joint Liability

The District shall have the right to assess to any Customer or Owner who is delinquent in payment of any fees, rates, tolls, penalties, or charges, all legal, court, and other costs necessary to or incidental to the collection of said account, including attorney fees, and said costs of collection shall be secured by the perpetual lien referenced above. The Customer and Owner are equally liable for any rate, toll, fee, charge or penalty of Reunion. Any agreements entered into between Customers, Owners, or any other parties with regard to responsibility for payment of fees, rates, tolls, penalties, or charges of The District shall be of no force and effect upon The District and The District may collect its fees, rates, tolls, penalties, or charges from any party responsible for their payment.

Section 3.4 Change of Rates and Charges

The Board reserves the right to change the schedule of fees, rates, tolls, penalties, or charges at any time as it deems appropriate as adopted by Resolution and periodically incorporated in printed copies of these Rules and Regulations.

Section 3.5 Systems Development Fees

Systems Development Fees shall be imposed and collected in accordance with an establishing Resolution of the Board which may be amended from time to time.

Section 3.6 Special Situations

Wherever any service is requested which is not covered by the schedule of fees, rates, tolls, penalties, or charges established from time to time by the Board and published as Exhibit A to these Rules and Regulations, the Manager shall estimate the actual cost to The District (including reasonable administration costs) of the required service and shall make recommendations to the Board regarding the terms for provision of services to such property. Provision of service pursuant to this Section shall be based upon the determination of the Board at a duly held meeting and may include a condition that the service shall be provided only after The District has received a deposit of one hundred percent (100%) of the estimate of the actual cost.

Section 3.7 Billing

The fees, rates, tolls, penalties, or charges imposed by The District shall be collected as set forth herein or in the establishing Resolution(s). Bills for Recreation services will be rendered at intervals of calendar quarters or multiples thereof.

Section 3.8 Returned Check Fee

Any check or other negotiable instrument tendered to The District for payment of fees, rates, tolls, penalties, or charges which is returned to The District and dishonored for any reason whatsoever shall be subject to a returned check fee based on the schedule in Exhibit A-3.

ARTICLE IV
DISTRICT BOUNDARIES, EASEMENTS AND SPECIAL WARRANTY DEEDS

Section 4.1 Inclusions

4.1.1 In accordance with the Intergovernmental Agreement, any Person owning property within the Reunion Planned Development Area shall include its property within the boundaries of one of the North Range Districts. Any Person who desires to include property within the boundaries of one of the North Range Districts shall follow the procedures set forth herein. Petitions for inclusion shall be submitted to the Secretary of Reunion. The Petitioner shall use the petition form furnished by The District and must provide all information required thereby. Petitioner must sign the petition exactly as his/her name appears on the instrument by which he/she took title to the property. The signatures of all Petitioners must be acknowledged in the same manner as provided by Colorado law for acknowledgment on instruments conveying real property. The Petitioner shall provide evidence of title sufficient to assure that the Petitioner has fee title to the property. If a corporation, partnership, or joint venture owns the property, the Petitioner shall furnish such additional information as may be requested by The District in order to determine that the signatories have been authorized by that entity to execute such documents. Additionally, if the Petitioner does not own the property he/she shall provide a power of attorney authorizing him/her to submit the application and bind the property owner. The Secretary of Reunion is authorized by The District and the Board of Directors of the North Range Districts to set and publish notice of hearing for all petitions for inclusion. All petitions shall also be consistent with the requirements as found in Section 32-1-401, C.R.S. Upon receipt of a complete petition, the Board of the applicable North Range District shall hold a public hearing on the inclusion at its next regular meeting, unless other arrangements have been authorized by the Manager.

4.1.2 Petitions for the inclusion of lands located outside of the Reunion Planned Development shall be presented to the Board for consideration prior to setting the public hearing.

4.1.3 The Petitioner shall be required to pay all costs related to the inclusion and provide an electronic version that contains the necessary coordinates to map the included property consistent with the specification of the District's. In lieu of billing for such costs The District has established the fee schedule shown on Exhibit A-3 which may be amended from time to time:

4.1.4 The Resolution of the applicable North Range District approving the inclusion of property shall indicate that such inclusion subjects the property to these Rules and Regulations and all resolutions of The District concerning the imposition of fees, rates, tolls, charges and penalties, including but not limited to the imposition of Systems Development Fees and the imposition of Recreation Fees. In addition, the Resolution of approval may contain any other conditions deemed necessary by Reunion.

Section 4.2 Easements/Access Permits

- 4.2.1 The District may provide easements across its property for public purposes that benefit the citizens and taxpayers of the Districts.
- 4.2.2 The District will provide standard easement documents that provide for the contingency that an entity becomes a Non-Compliant Easement Entity.
- 4.2.3 Any changes to the standard easement documents will require specific Reunion legal review and approval.
- 4.2.4 Non-Compliant Easement Entities. Non-Compliant Easement Entities are required to obtain an Access Permit and pay all related fees (see Form B-3) and comply with the terms of the Access Permit.
- 4.2.5 Compliant Easement Entities. Compliant Easement Entities will not be required to obtain an Access Permit but shall be required, pursuant to the easement document, to agree that after any installation, enlargement, maintenance, repair, replacement or removal of any of the improvements being installed to, at its sole cost and expense, restore the surface of the Easement Area, as nearly as reasonably possible, to the grade and condition it was in immediately prior to said installation, enlargement, maintenance, repair, replacement or removal (except as may be necessary to accommodate the improvements), including, without limitation, by compacting any backfill used by such party, and any other soil on the Easement Area which has been disturbed by grantee, to a level comparable to that of adjacent properties. The easement grantee shall also be required to agree that it shall, at its sole cost and expense, restore and repair any improvements and landscaping located on the Easement Area or access points to the Easement Area which are damaged, modified or altered by the easement grantee during any such installation, enlargement, maintenance, repair, replacement or removal. Additionally the easement grantee shall be required to agree that, at its sole cost and expense, to replace any topsoil removed from any areas on the Easement Area, to re-seed the disturbed areas so as to prevent erosion, and to remove any excess earth resulting from such installation, enlargement, maintenance, repair, replacement or removal. If any crops growing on any property of The District (other than the Easement Area) are damaged because of the easement grantee's activities in connection with the Easement Area the easement grantee shall be required to reimburse the appropriate party for such damage.
- 4.2.6 Failure to comply. Compliant Easement Entities that fail to comply with Section 4.2.5 will receive written notice that they must comply within 30 days. Failure to comply within the 30 days will result in the immediate change of status for the entity to Non-Compliant Entity and they will thereafter be required to obtain an Access Permit and pay the appropriate fees and deposits in order to be able to access the Easement Area.

Section 4.3 District Fence Maintenance and Adjacent Property Owner Responsibilities

- 4.3.1 The District does not intend to construct or install fences within the Reunion Planned Development area without the express written authorization of the Board. The District may, however, maintain fences that are installed on District property by other Persons or entities provided that:
- such maintenance obligation is documented and /or authorized by access easements or other conveyance document as set forth on a recorded plat;
 - such fence improvement(s) are built to Reunion's standards and specifications
 - Such fence improvement(s) are conveyed to and accepted by The District for maintenance thereof.
- 4.3.2 Owners of property adjacent to fences maintained by The District shall not place any landscaping or other materials in such a manner as to cause damage to any Reunion fence.
- 4.3.3 No property owner adjacent to Reunion roadway landscaping shall alter the drainage patterns such that there exists excessive runoff or soil erosion that damages Reunion landscaping
- 4.3.4 Any person causing any damage to any fence maintained by the District or to The District landscaping shall promptly repair such damage.
- 4.3.5 The District may remove any such materials or fix damage to its fences or landscape as provided in Section 6.5 hereof and bill the property owner for the damage on the Recreation Fee Bill.

Section 4.4 Signage on District property

- 4.4.1 Except as otherwise provided for or restricted by these Rules and Regulations, the posting of any sign within the Districts boundaries in Reunion shall be governed as follows:
- City of Commerce City zoning or other regulations restricting the posting of signs on property, to the extent they are in conflict or are more restrictive, shall apply.
 - City of Commerce City zoning or other regulations regarding signage including any permitting, fees, licenses or other approvals imposed by the City of Commerce City.
- 4.4.2 Specific District restrictions are as follows:
- Signs shall not be placed in District landscaping within 300 feet of any of the following intersections without a special use permit from the District or those signs allowed pursuant to the original conveyance documents (signs placed in these areas without such a permit will be removed):
 1. Reunion Parkway north from 104th Avenue to Reunion Drive
 2. Reunion Parkway south from 104th Avenue to Southlawn Circle
 3. Landmark Drive north from 104th Avenue to Reunion Drive
 4. Landmark Drive south from 104th Avenue
 5. Southlawn and Chambers
 6. Chambers and Heartland Drive
 7. 104th Avenue and Walden Way
 - Signs shall not be attached to utility boxes, light poles, traffic signals, trees, or fences on major roadways.
 - Signs cannot be staked into the ground in any District park areas or landscaped areas along major roadways in Reunion installed or maintained by the District.
- 4.4.3 The District may remove or cause to be removed any sign that is in violation of the District Rules and Regulations or any other relevant agreement to which the District is a party or take any other action deemed necessary to abate or remove any violation of this 4.4.
- 4.4.4 The District will make reasonable efforts to cause the owner of any sign removed pursuant to these Rules and Regulations to be notified of the removal. For signs removed pursuant to City signage regulations, staff will make reasonable efforts to notify the City.
- 4.4.5 The District will provide for a temporary storage area for up to 72 hours, for all signs removed by District staff pursuant to these Rules and Regulations. Owners of any sign removed by the District and placed in temporary storage may contact the staff at the Reunion Recreation Center to reclaim the signs prior to disposal. The District has no obligation to contact the owners of such signs removed by the District, other than those outlined in Section 4.4.4, prior to disposal.

- 4.4.6 The District may seek reimbursement for damages to District property caused by signs posted in violation of these Regulations.

Section 4.5 Snow Removal Guidelines

Reunion Metropolitan District Snow Removal Policy

Who Clears Snow in Reunion?

Crews from the Commerce City Public Works Department are responsible for plowing snow on our public streets.

The Metro District's Parks and Open Space staff plows snow from park trails and sidewalks along major roads. Working with the School District, the District prioritizes the plowing of walk to school routes and school bus stops as designated. These routes and bus stops are normally plowed prior to school start times. The Metro District is also responsible for the removal of snow from designated alleyways

Sidewalk Snow Removal

Pursuant to Commerce City ordinance, snow removal is the responsibility of the property owner adjacent to the sidewalk. Commerce City only plows snow on the streets in Reunion.

- The Metro District plows snow from sidewalks on major roadways where we own or manage the adjacent property.
- Residents are responsible to remove snow from the sidewalks in front of their property.
- Please remember that if a fire hydrant is in front of your property, you should provide clear access to the fire hydrant.
- Clearing snow around community mailboxes is the responsibility of the box holders.

How does the Snow Plowing Service Benefit Our Community?

By plowing these routes, the Metro District is committed to providing safe access for residents. It is important to the Metro District to provide this alleyway, sidewalk and trail snow plowing service in a cost-effective manner. As a result, the Metro District has purchased light-duty equipment that is capable of plowing average Front Range snowfalls of 4-6 inches. This equipment is not able to plow heavy snowfalls like those experienced in the 2006-2007 winter season storms. Therefore the Metro District has contracted with an entity to assist at the District's discretion.

Service Guidelines

The following are the Metro District's plowing procedures, priorities and operating guidelines:

- Snow depth** - Metro District staff will begin plowing within 24 hours after the snow event ends or when three (3) inches of snow has accumulated. If there is less than three inches of snow or site conditions are unsafe, the snow crew coordinator will determine the need to remove snow based on weather forecasts and site conditions.
- School bus stops and walk to school routes** - Metro District staff will attempt to plow snow from designated areas 45 minutes prior to the opening time of each school.
- Follow-up** - Follow-up will occur on consecutive days after a snowfall to ensure safe passage. Ice melt or sand will be applied as needed.

Metro District Service Areas and Priorities

Snow plowing will be provided for these facilities in the following priority order:

1. Reunion Recreation Center parking lots and access
2. Alleyways that service alley load garages facing the parks.
3. School bus stops and sidewalks to school routes.
4. Arterial sidewalks and trail system.

ARTICLE V

PARKWAY LANDSCAPING
[blank at this time]

ARTICLE VI
PARKS AND OPEN SPACE

Section 6.1 Parks and Open Space Rules

- A. The control of dogs in parks and open space is regulated by Commerce City Code Section 4-13 and is punishable as set out in Commerce City Code Section 4-14.
- B. Dog owners must leash and pick-up after dogs.
- C. No motorized vehicles are allowed in parks or open space.
- D. Glass containers, littering, dumping and misuse of public property are prohibited.
- E. Fires are permitted only where grills are provided.
- F.
 - 1. Firearms are defined as any pistol, revolver, rifle, or other weapon of any description from which a shot, projectile, arrow or bullet may be discharged. This includes and is not limited to compressed air guns, CO2 and battery operated guns, BB guns, pellet guns, air soft pellet guns, paintball guns, and slingshots. Archery equipment is defined as any bow includes, but not limited to, a crossbow, longbow or compound bow, which shoots arrows or other projectiles. Model rockets and airplanes are defined as any craft that is propelled off the ground by a gas or electric engine, CO2, compressed air or any other form of power. Only model gliders propelled by humans and airplanes propelled by elastic bands are permitted.
 - 2. Possessing fireworks, firearms, archery equipment, model rockets and airplanes on any Reunion owned or managed properties is prohibited, except as provided by Section 18-12-102, C.R.S.
 - 3. Firing or shooting any firearm or archery equipment in or into any Reunion owned or managed properties is prohibited.
- G. Parks and open space are open from sunrise to sunset daily, with the specific exception of other permitted uses.
- H. Hitting golf balls in or into Reunion owned or managed properties is prohibited.
- I. Amplified sound systems are prohibited unless specifically authorized in writing by Reunion.
- J. Disorderly conduct as defined in Section 18-9-106, C.R.S. is prohibited.
- K. Harassment of wildlife as defined in Section 33-6-128, C.R.S. is prohibited. All of this statute will apply as a parks and open space rule except sub-section (3).

- L. Violations of Rules B through K above are punishable as provided in Section 18-9-117, C.R.S.

Section 6.2 Land Use Rules – Open Space

- A. Motorized vehicles are not permitted in open space. Private property may not be accessed through open space.
- B. Dumping and littering of any kind is prohibited. This includes grass clippings, sod, soil, trash, debris, landscape materials, and dog waste.
- C. Recreation amenities such as playgrounds, tetherball, volley ball courts, ball fields, trampolines, horseshoe pits, tree houses, rope swings and archery ranges not constructed by The District are prohibited.
- D. Extended landscaping including gardens, mowing on public open space, trees, shrubs, flowering plants, timber walls, dog houses, irrigation systems, sod, bird houses, baths and feeders and structural supports for improvements located on private property are prohibited.
- E. Storage of any kind including wood, utility-trailers and materials is prohibited.
- F. Dog Off-Leash Areas (DOLA's) hours are from 7:00 A.M. until sunset year-round. These hours can be enforced under Section 18-9-117, C.R.S.
- G. Violations of these rules are punishable as provided in Section 18-9-117, C.R.S.

Section 6.3 Operation of Motor Vehicles and Equipment in Parks and Open Space

The Operation of any motor vehicle or equipment on or through parks and open space owned and maintained by The District is prohibited except for the following:

- A. Reunion vehicles and equipment.
- B. Commerce City Police and Adams County Sheriff's vehicles and equipment.
- C. South Adams County Fire and Protection District rescue vehicles and equipment.
- D. Vehicles and equipment operated at the direction of public agencies, such as Commerce City, Urban Drainage and Flood Control District, Adams County Department of Public Works, and SACWSD when being used by such entities to install or maintain facilities located in their easements or rights-of-way or emergency situations.
- E. Vehicles and equipment operated by contractors of Reunion.

- F. Vehicles and equipment operated by contractors that have obtained an access permit from Reunion.

Section 6.4 Violations of Article VI

Violations of Sections 6.1 and 6.2 are class 3 misdemeanors punishable by a fine from \$50 to \$750 or six months imprisonment or both, as provided in the Colorado Revised Statutes.

Section 6.5 Other Remedies of Reunion

- A. Any violation of Sections 6.2(A) and (B) adjacent to private property shall be deemed to have been placed by the owner of the adjacent property and that property owner shall be responsible for the correction of the violation.
- B. In addition to any penalties provided by the Colorado Revised Statutes, The District may correct violations of Sections 6.2(B), (C), (D), (E) and 6.3.
- C. Prior to correcting any violation, The District shall give the party responsible 10 days prior written notice.
- D. In the event The District corrects any such violation, the responsible party shall be assessed a fee equal to the amount required to correct the violation plus 20% for administrative expenses. Any such fee shall be collected by The District as provided by law. If the responsible party is a property owner in the Districts, the fee shall become a lien on the property.
- E. Any party aggrieved by this section may appeal as provided in Section 10.11.

ARTICLE VII
REUNION RECREATION CENTER AND SWIMMING POOL

Section 7.1 General Information

7.1.1- Membership

All property owners living within the North Range Metropolitan Districts No. 1 through 5 or Reunion Metropolitan District (“Districts”) are members of the Reunion Recreation Center. In order to verify membership, the RMD requires the following:

1. Property owners provide proof of membership by providing a copy of a deed granting owner fee simple title to a privately owned site. Membership will automatically include all immediate family members under the age of 21.
2. In addition to property owners, those persons whose primary residence is in the Districts (renters of property owners) may have rights to use assigned to them by having completed a copy of the *"Consent to Tenant" form* and *"Renter Information Sheet"* and returning these forms to the RRC. Renters **21 years old and older and NOT on the rental agreement** are **REQUIRED** to present a current drivers license with the household address on the front. You will need to request a new license as we do not accept stickers on the back or handwritten changes of address. Only the **Property Owner(s)** may add new members to a household.
3. If a household has adults living within its confines that are over the age of 21 and are not fee simple titleholders to the property, acceptable identification will be required to validate eligibility for membership privileges.

7.1.2 Membership Information

Members will be required to fill out an RRC Membership Information Form. Upon receipt of the membership information, cards will be issued to resident family members who are at least 7 years of age. Members must present their cards each time they enter the RRC.

7.1.3 Membership Cards

Membership cards are required to access all recreation facilities. The RMD may periodically establish a cost for obtaining membership cards (see Recreation Center and Pool Usage Fees).

Membership cards are voided when property is sold. A Member who sells their property and is under contract for another property within the Districts may be eligible to retain Membership during this period. Call the RRC Office at 303-

288-5431 for further details.

Membership cards issued under Section 7.1.1 2 or 3 above are good for the lesser of one year or the term of the rental agreement.

Replacement cards, whether lost, stolen or damaged are available.

7.1.4 "No Card Policy"

Member may "sign-in" three times without a membership card within a 6-month period. Each time a Member signs in, his/her access file will be viewed and it will be noted that the Member signed in. On the fourth time the Member will be required to purchase a replacement card or present the original membership card.

7.1.5 Mandatory Recreation Fees

If a Member fails to pay the Recreation Center Fees established by resolution of the RMD Board of Directors for the use of the RRC, the Board of Directors has the authority to suspend rights to use RRC facilities and pursue any other available remedies. Members in arrears in the payment of the Recreation Center Fees is considered "not in good standing." A member not in good standing must pay fees for programs and rentals at the non-member rates.

7.1.6 Children at the RRC

The RMD welcomes both adults and children to the RRC facilities. However, the facilities are not intended to serve as a surrogate parent for unsupervised children. RRC, Members are reminded that parents are responsible for the *behavior and safety* of their children. Other than specific children's programs, neither the RMD nor its staff assumes or accepts responsibility for supervision.

7.1.7 Children 10 Years of Age and Younger - Children 10 years of age and younger must be under the direct supervision of someone 14 years or older while at RRC.

Parents are strongly encouraged to be with their children on the premises when the children are the ages of seven (7), eight (8), and nine (9) while at the RRC. The RRC is not intended to act as a baby sitting service or substitute for licensed day care centers.

7.1.8 Guests

Guests at the RRC must be accompanied by a Member in good standing and have a valid guest pass to enter the facility. Members are responsible for their guest's actions, including but not limited to, any damage to the RRC. In general, each household is limited to no more than 5 guests per day. Any single activity, which will involve more than 5 guests and any other special occasions, must be pre-

approved by the appropriate supervisor. The District, at its discretion, reserves the right to limit the number of guests to three (3) per household, during peak hours on Saturday and Sunday from noon-4pm in order to consider the health, safety and welfare of the Members and their guests. **ALL GUESTS MUST BE ACCOMPANIED BY THEIR MEMBER HOST AT ALL TIMES WHEN USING THE RRC.**

7.1.9 Visitors

Relatives and or friends may visit the facility to observe an activity or program at no cost. Visitors may not use portions of the facility. When the issue of maximum occupancy load is in question, Members will be given first priority usage.

7.1.10 Parking

Park is allowed in designated areas only. Violators will be issued citations by local law enforcement and be subject to towing.

7.1.11 Outside Use

The RRC may not be used to conduct any activity, program or other event for profit by any business, or person without the express written consent of RMD. RMD examples of such activities might include, but are not limited to, seminars, personal trainer, etc., (individuals not on payroll or hired as independent contractors by the RMD).

Section 7.2 General Operation Rules & Regulations

7.2.1 Hours - Recreation facilities hours of operation are set by RMD. Please check the RRC front desk or Activities Guide for current hours.

7.2.2 Animals - No animals will be allowed with exception of trained assist dogs in the recreation facilities or on RRC property except for pet shows or other special activities involving animals that have been approved by RMD.

7.2.3 Lost Articles - The RMD is not responsible for articles lost or stolen. Information concerning lost articles cannot be given over the phone. All lost articles must be picked up in person. Valuable articles must be picked up from the supervisor On Duty. Articles will be held for a period of 4 weeks and then donated to a local charity.

7.2.4 Accidents - The RMD is not responsible for any accident occurring on property owned and operated by RMD.

7.2.5 Food and Drinks - Food and drinks will be allowed in designated areas only.

Glass bottles and containers are not allowed at the RRC or any RMD facility.

- 7.2.6 Lockers** - Lockers are for day use only. Members may bring their own locks to be used during the time they are present at RMD facilities. Each day upon closing any locks left on the lockers will be cut off.
- 7.2.7 Game Equipment** - Game equipment may be checked out at the equipment desk. Membership cards will be kept on file to ensure equipment will be returned in the same condition as it was checked out.
- 7.2.8 Program Registration** - Registration will be taken as outlined in the Activities Guide.
- 7.2.9 Video Recording** – Video cameras or any other recording devices are not permitted in the RRC without the express consent of the District.

Section 7.3 Rules in Specific Areas

Neither the RMD nor its representatives accept any responsibility for ill health or injury sustained while participating in any of the programs or activities. Participation is on a voluntary basis. It is recommended that all participants undergo a prior physical examination and carry some form of health and injury insurance. If an injury does occur, it should be reported to the Supervisor on Duty.

The following are rules and regulations for specific areas of the RRC. Additional rules and regulations may also be posted in specific areas.

7.3.1 Weight Training/Fitness Cardiovascular Areas

1. The fitness rooms are available to all Members 18 years of age and older. Members 14 through 17 years of age must have the Permission Slip for Minors Form signed by a parent or legal guardian returned to RRC staff and must have completed an orientation on proper use of the equipment prior to their first use.
2. Members must present cards to appropriate staff member prior to using cardiovascular equipment.
3. Appropriate gym clothes are required.
4. Specific Fitness Area Rules
 - Appropriate shoes and shirts required.
 - Please be courteous to other Members
 - Return all weight equipment to the proper location when finished
 - Do not slam or drop weights.
 - Circuit trainers have priority while using variable resistance equipment; when performing sets, let circuit trainers work in to complete their circuit.
 - Please wipe off equipment when finished.

7.3.2 Gym Area

1. Monthly schedules for open gym times and other activities will be posted at the RRC.
2. Sign in sheets will be available during high use periods. Teams will be formed by taking names in order from the sign-in sheet.
3. Each team plays a maximum of two winning games. The losing team will rotate off and the next team may take the court to challenge the winning team. If the winning team has played two games, they must rotate off and the losing team may remain on to play another game (win or lose, that team must rotate off after the game). When a team rotates off the court, each individual player must resign their name on the sign-in sheet.
4. No Dunking is allowed. This includes all play above the rim.
5. Pushing, fighting, or indecent language is prohibited. Violation of these rules will result in a 30-day suspension. See Code of Conduct section.
6. During specified times the RRC may have adult-only basketball. During this time all participants must be 18 years of age or older and no longer attending high school.

7.3.3 Pool Area

Our Aquatics Staff asks your cooperation in abiding by these rules to ensure your safety and the safety of those around you. It is impossible to list every rule and standard, so it must be understood that Lifeguards are empowered to make decisions, make judgment calls and enforce rules in an effort to prevent accidents.

YOUR SAFETY IS IMPORTANT TO US AND YOUR COOPERATION IS APPRECIATED.

1. Check-in as resident or sign-in as guest with resident, as you enter the pool area.
2. No running.
3. No glass containers.
4. No diving in shallow areas.
5. No hanging on lane lines or depth dividers.
6. Obey the lifeguards at all times.
7. No pushing or dunking.
8. Children not toilet trained must wear a swim diaper while in the pools. NO PLASTIC DIAPERS are permitted.
9. Floating toys, rafts, rings, tubes, and boards are allowed if not detrimental to safety and may be prohibited at the discretion of the lifeguards.
10. Children of non-swimming ability must be in direct contact with an adult in the water when using flotation devices.
11. Hard balls, such as tennis balls and footballs, are not permitted in the pool area.

12. Children 10 and under must be accompanied by a person, 14 years of age or older, to enter the pool area.
13. Animals are not allowed in the pool area or to be left tethered unattended at any time.
14. Proper swim attire required – swim suits only.
15. Foul, abusive, or excessively loud language will not be permitted.
16. Bicycles, skateboards, scooters, etc., are not permitted in the pool area. Roller blades must be removed before entering the pool area.
17. Food is not permitted in or near the swimming pools – only at the supplied tables. Trash must be disposed of in waste receptacles.
18. No gum is permitted in the pool area.
19. Smoking and/or tobacco products and alcohol are not permitted in the pool area.
20. During pool hours, the pool will be cleared every hour for a 15 minute period.
21. All users of the pool shall be responsible for damage to property of the Association caused by their family and/or guests.
22. A Swim test will be conducted on all children under the age of 12.
23. Children who pass the swim test will be marked appropriately.
24. Pool will be closed when air temperature is 65 degrees Fahrenheit and below, or when lightening is spotted.
25. All attendants reserve the right to remove anyone from the pool area who does not comply with the pool rules and regulations.
26. No running, showing off, dunking, rough play, or excessive noise is allowed in the pool or locker room area.
27. Please observe the directions and instructions of attendant(s) at all times.

7.3.4 Pool Slide Rules

Pool slides are provided for your enjoyment and the following guidelines will ensure the safety of all.

1. Children are allowed to ride in the lap of an adult guardian.
2. Adults with a child in their lap should always sit cross-legged.
3. Lap children must be able to walk.
4. The combined weight of an adult/child pair should not exceed 300 pounds per manufacturer's specifications.
5. Children must pass a swim test prior to going down the slide alone.
6. Lifeguards have the final authority on pool/slide use.

Section 7.4 RRC and Pool Operation Calendar

- 7.4.1 Recreation facilities hours of operation are set by the Board of Directors of RMD. Please check the RRC front desk or Activities Guide for current hours.
- 7.4.2 Scheduled RRC Closures

- New Years Eve- (Closes at 12 pm)
- New Years Day
- President's Day
- Easter Sunday
- Memorial Day (Pool Open)
- Independence Day (Pool Open)
- Labor Day (Pool Open)
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve (Closes at 12 pm)
- Christmas Day
- Annual Maintenance shut down – 1 week to be announced at least one month in advance.
- Private parties – recreation center and/or pool may be closed for rental to private parties with at least 3 days notice provided by public posting at the recreation center.

7.4.3 Unscheduled closures for unforeseen circumstances including, but not limited to: safety concerns; maintenance both scheduled and unscheduled; storms, utility interruptions or other natural events; staff shortages; and staff training may be declared at the discretion of District management.

7.4.4 The Swimming pool will open the Friday immediately preceding Memorial Day and close on Labor Day. Weekday pool hours may be curtailed from the weekend before school resumes to Labor Day.

7.4.5 Restriction of hours for non-resident access may be adopted by the Board from time to time to relieve congestion at the RRC and Swimming Pool.

Section 7.5 RRC and Pool Usage Fees

In addition to the mandatory quarterly recreation fee charged by Reunion, Reunion may from time to time adopt specific usage charges and fees and said fees shall remain in effect until amended by Reunion. These fees are shown on Exhibit A-2.

Section 7.6 Code of Conduct

Disorderly conduct will result in immediate disciplinary action. Such discipline may include but is not limited to: One-week suspension, two-week suspension, or one month's suspension. If staff deems it necessary to involve law enforcement authorities, a minimum suspension of 30 day from all RMD facilities will be mandatory.

Disorderly Conduct may include, but is not limited to the following:

1. Threatening, profane, indecent, coercive or disrespectful actions, gestures, words or language to staff or fellow Members;
2. Fighting (verbal or physical), scuffling or horseplay within the RRC or on the RRC property;

3. Possession or consumption of alcoholic beverages within the RRC or on the RRC property unless specific written permission has been given by the RMD;
4. Illegal drugs within the RRC or on the RRC property;
5. Smoking within the RRC;
6. Unacceptable loitering within the RRC or on the RRC property or any RMD facilities as deemed by recreation staff to be destructive or offensive;
7. Dress code violations posted for specific areas of the recreation facilities;
8. Failing to obey any directive given by an RMD employee in accordance with the rules and regulations;
9. Theft or attempt to remove equipment or items belonging to the RRC, its Members or guests;
10. Damage or vandalism to equipment or facilities;
11. Failure to obey posted safety rules;
12. Committing illegal or criminal acts in violation of state, local, or federal laws or regulations;
13. Actions or activities that annoy, inconvenience, or endanger the well being of persons and/or property;

Section 7.7 Enforcement of Rules

The Facility Supervisor, Supervisor on Duty, or appropriate staff member may enforce the rules and regulations outlined in this document. In the event of disruptive behavior, staff may request any party to cease said conduct. If the offending party fails to cease said conduct after such request, the supervisor/manager is authorized to use all reasonable means that he or she deems necessary to end such conduct, including but not limited to, having the offending party removed from the facility and barred from further activity. All suspensions will be reviewed by Reunion Manager and be made in accordance with the RMD Rules and Regulations. The Board of Directors of RMD has the authority to override any decision made by staff.

If recreation privileges are suspended, homeowners are still required to pay Reunion Recreation Fees as outlined in the RMD's governing documents.

The RMD Board of Directors and/or management have the right to change or modify any of these rules at any time.

ARTICLE VIII
ALLEY TRACTS

Section 8.1 – General

Alleys are designed for vehicular and pedestrian access to the adjacent homes. Alleys shall be kept clear at all times.

The alleys shall be kept free of any and all refuse, debris, etc. Alleys shall not be utilized for storage (including, but not limited to, inoperable vehicles, motorcycles, lawn mowers, recreational vehicles, horse trailers, commercial vehicles, etc.).

For garbage collection, trash cans and other materials for disposal may be placed on the alley no earlier than 8:00 PM on the day before collection, and empty trash containers must be removed as soon after collection as reasonable, but in all cases by 8:00 PM on the day of trash removal.

Trees and shrubs must be trimmed at the property line to maintain safe sight distances.

Maximum SPEED LIMITS in the alleys shall be 15 mph.

Residents are reminded that under the applicable covenants and Reunion Homeowners Association, Inc. Residential Improvement Guidelines and Site Restrictions (“RHOA Guidelines”) the homeowner is responsible for:

- Garage lights that are operable at all times and are left on between dusk and dawn.
- Maintenance of garage doors and fences including the removal of graffiti.
- Conforming landscaping along the alley.

Section 8.2 – Illegal Parking

8.2.1 Vehicles shall not be parked in alleys. Vehicles shall not be parked on garage aprons in a way that impedes other vehicles using the alley.

8.2.2 Improperly parked vehicles may be towed and impounded by Reunion’s contract towing company at the vehicle owner’s cost. Fees and penalties may be imposed for parking violations.

Section 8.3 – Snow Removal

Reunion will remove snow from alley tracts on a best efforts basis when accumulations exceed 3”. Consideration will be given to the weather forecast as well other circumstances at the time.

ARTICLE IX
FACILITY RENTALS AND SPECIAL EVENTS

Section 9.1 – General

The District operates the Reunion Recreation Center and Park System (fields, courts and shelters) which offers these fields and facilities for the general use of the public. The Board has determined a need to offer these facilities and fields to the public for rental for gatherings and scheduled activities. District programs and events shall have priority over all other uses occurring on District managed facilities. Under no circumstances may the facilities described herein be rented for any purpose that may limit or conflict with the programs and activities offered by the Districts.

Section 9.2 – Permits Required

- 9.2.1 Park Fields/Courts Permit. The park system will include fields and courts. A permit is required for any scheduled activity which is defined as any group of 6 or more participants on the fields or courts identified on Exhibit A-3.
- 9.2.2 Park Shelters Permit. Shelters are available to the public on a first come first served basis unless reserved pursuant to these Rules and Regulations. The reservation of shelters identified on Exhibit A-3 is available to any size group.
- 9.2.3 Reunion Recreation Center Facility Use Permit. A permit is required for any scheduled rental within any of the areas that are identified in Exhibit A-3.
- 9.2.4 Additional Special Event Requirements. Any event with more than 50 attendees is considered a Special Event. Special events are required to provide certain insurance as identified in Section 9.7.1. The District reserves the right to require a Special Event to obtain security and parking controls in addition to that identified in Section 9.6.5. Special Use Permits must be submitted at least 45 days prior to the date of the event in order to review the needs for security and parking control.
- 9.2.5 Inspection of Permits. Permits must be available for inspection and in the possession of the individual who applied for and obtained the permit on behalf of the group at all times when the site is in use. Permits are non-transferable and non-refundable. The District reserves the right to restrict activities in any park or the RRC at any time. Any violations of District policies, rules, regulations, or guidelines may result in immediate revocation of permit.
- 9.2.6 Usage Priority. If a permit has been issued, the permit-holder has priority over other users. In the case of a double-booking the first priority is to District events. If the double-booking does not involve a District event then the earliest dated permit has priority. Refunds will be granted to any non-priority permittee. For resolution of any conflicts, contact the District Facilities Manager or other designee identified on the permit.
- 9.2.7 Attendee Conduct. The permit-holder is responsible for his/her actions and the actions of all gathering attendees. As such the permit-holder is required to ensure that all attendees comply with the appropriate Park Rules found in Article 6.1 and

- 6.2 and to the Rules of Conduct found in Section 7.6 of the Rules and Regulations
- 9.2.8** District Events. The Reunion Metropolitan Districts and/or the North Range Metropolitan Districts may from time to time hold, sponsor, or co-sponsor events that are exempt from the permit system.

Section 9.3 – Reservations and Obtaining the Permit

- 9.3.1** The Park System and Recreation Center Facility are available to District Members (as defined in Section 7.1.1 and 7.1.5) and non-members by reservations only on a first come, first served basis subject to the requirements and limitations set forth in these rules and regulations Applications will be reviewed in the order they are received.
- 9.3.2** Reservations may be made only for one calendar quarter at a time. Reservations will be opened for each calendar quarter as follows:

Calendar Quarter	Members	Non-members
First	November 1	December 1
Second	February 1	March 1
Third	May 1	June 1
Fourth	August 1	September 1

- 9.3.3** The Parks System or Recreation Center Facility Use Application must disclose in detail and in writing the specific intended use of the Park System or Recreation Center Facility so that additional staffing, security, or insurance requirements may be identified. Any promotional materials associated with a rental must be reviewed and approved by the District prior to their use, at least five (5) days prior to such use. Failure to submit for review and approval such materials may result in termination of the Use Application. The District reserves the right to require additional information from the applicant concerning the intended use before the Use Application is deemed final and complete. The District may deny a permit to any applicant who/that fails to disclose the required information.
- 9.3.4** The rental period includes the set-up time, the event, and any cleanup time required.
- 9.3.5** A reservation deposit must accompany the Use Application in order to hold the place in the queue. Reservations will not be considered final until approval is granted and all payments are received in full.

Section 9.4 – Available Facilities and Times for Rentals

- 9.4.1** Rental of those portions of the Reunion Recreation Center identified on Exhibit A-3 is limited to normal operating hours or if for hours outside of normal operating hours, the after-hours rental time must end or begin immediately adjacent to the normal operating hours. There will be an additional fee for usage outside of the normal operating hours.

- 9.4.2 Rental of the gym during operating hours is limited to athletic events and District Events. After hours rentals of the gym is available for athletic events, District events and non-athletic events. However, the rental for non-athletic events is subject to the condition that entire gym must be rented and the floor must be covered.
- 9.4.3 Rental of the parks or any facility are limited to the normal hours that the parks are open.
- 9.4.4 The District, at its discretion, reserves the right to prohibit/restrict pool rentals during peak hours on Saturday and Sunday from noon-4pm to protect the health, safety and welfare of the Members and their guests.

Section 9.5 – Reservation Deposits and Permit Fees

- 9.5.1 Establishment of Rates and Charges: Pursuant to Section 32-1-1001(1) (j) (I), C.R.S. and Section 3.1 of these Rules and Regulation, Reunion is authorized to establish fees, rates, tolls, penalties and charges. The establishment of such fees, rates tolls, penalties and charges will be made by Resolution adopted by the Board from time to time and set forth in these Rules and Regulations on Exhibit A-3.
- 9.5.2 A reservation deposit will be required for all rentals as defined on Exhibit A-3. Any person owing any fees to the Districts may be suspended from renting the facilities until all amounts due and owing are satisfied.
- 9.5.3 The applicant must pay the full amount of Rental fee for the rental period pursuant to the Rental Fee Schedule from Exhibit A-3 at least seven (7) working days prior to the rental date.
- 9.5.4 All persons must exit the Park System or Recreation Center Facility by no later than the time stated on the permit for the conclusion of the rental period. Unless other provisions have been approved by the District in advance, all equipment and belongings of any type (including but not limited to catering, sports, entertainment, and recreational items) must be removed from the Park System or Recreation Center Facility by no later than the time stated on the permit for conclusion of the rental period.
- 9.5.5 Occupancy of the rental area past the time stated on the Facility Use Permit will result in additional fees at the hourly rates, including if applicable after-hour charges identified on Exhibit A-3. These fees will be deducted from the deposit or assessed to the renter.
- 9.5.6 Fees not received by the District by the required date will result in cancellation of the reservation and the facility will be made available to other users. Failure to pay rental fees may also result in suspension of the right to rent the facilities. Such amounts due for rental fees may be added to the quarterly billing received by residents.
- 9.5.7 Cancellations made with less than 7 working days notice will result in the forfeiture of one-half of the total reservation deposit.
- 9.5.8 The Use Applicant is responsible for the cost to the District of any charges related to Returned Checks or damages in excess of deposit. If these charges are incurred by a District member, these costs will be added to the quarterly

Recreation Fee billings and will become due and payable pursuant to the provisions related to the collection of the Recreation Fee.

- 9.5.9 Reservation deposits will be returned to the applicant less any moneys retained for damages within 15 business days following the event.

Section 9.6 – Alcohol Policy

- 9.6.1 Alcohol will not be permitted in any part of the Reunion Recreation Center or the surrounding grounds without an approved City of Commerce City Alcohol Permit.
- 9.6.2 If the permit is approved, the use of alcohol by a permittee is subject to the additional deposit and insurance requirements set forth in these Rules.
- 9.6.3 Cash bars are not permitted.
- 9.6.4 Consumption of alcohol is only permitted for a maximum of four (4) consecutive hours between the times of Noon to 11:00 pm except that service of alcohol must end one hour prior to the end of the event.
- 9.6.5 Security is required at all events where alcohol will be served and consumed. District staff will secure the appropriate security as approved in the Facility Use Permit.
- 9.6.6 Any and all fees associated with such security measures shall be billed to the applicant at their original cost and shall be the sole responsibility of the applicant. The District is not responsible for the cancellation of events, if for any reason, such security is not available at the time of the planned event.

Section 9.7 – Insurance Requirements

- 9.7.1 Special Event permits must provide a Certificate of Insurance with a minimum of \$1,000,000 combined single coverage property and personal injury insurance; the policy must indemnify the District, its directors and employees with a minimum 30 day cancellation period at least ten (10) working days prior to the rental. Certificate to read as follows with this **exact** language: **ADDITIONALLY INSURED, REUNION METROPOLITAN DISTRICT, ITS OFFICERS, OFFICIALS AND EMPLOYEES.**
- 9.7.2 Other permits requesting alcohol at the event must provide a Certificate of Insurance or a copy of Applicant's insurance policy (e.g., social host, homeowner's or other) evidencing that the liability assumed by Applicant herein for injury or damage to persons or property is insured for an amount of not less than \$300,000 at least ten (10) working days prior to the rental.
- 9.7.3 The District Facility Manager may review any Use Application and determine that insurance levels defined in section 9.7.2 are required for any other permittee even if alcohol is not being served.

Section 9.8 – Community Bulletin Board

- 9.8.1 A community bulletin board will be maintained in The Reunion Recreation Center for the posting of community related announcements. Posting must be able to fit on the Board in a neat and orderly manner.

- 9.8.2 All postings must be submitted to the front desk for approval, dating of the posting and for the actual posting to the Board.
- 9.8.3 A posting may not be left on the Board for more than three weeks if other postings are waiting to be posted.
- 9.8.4 Any outdated information will be removed and discarded.
- 9.8.5 Flyers containing phone number attachments will be removed once all attachments have been removed.
- 9.8.6 A section will be maintained for the posting of individual business cards. These cards will also be limited as to duration if there are others wishing to post their cards.
- 9.8.7 All postings are limited to 54 square inches.
- 9.8.8 This service may be discontinued at any time if it is felt that the necessary decorum can not be maintained.

Section 9.9 – District Facility Manager Authorization

- 9.9.1 The District Facility Manager or designee will prepare appropriate brochures and guidelines that are consistent with and summarize the contents of these rules and regulations.
- 9.9.2 Unless specifically reserved to the District Board, the Facility Manager or his/her designee is authorized to make all decisions and determinations called for in this Article IX.

ARTICLE X

**REUNION METROPOLITAN DISTRICT
UNDERDRAIN SYSTEM**

NEW RULES AND REGULATIONS

JANUARY
Effective Date _____, 2015

Follow the link to the new rules and regulations for the Reunion Metro District Underdrain System.

<http://www.reunionmetro.org/DocumentCenter/View/522>

ARTICLE XI
VIOLATIONS, PENALTIES AND COMPLAINTS

Section 11.1 Notice of Violations

When The District has reason to believe that any Person or Customer is not in compliance with any provision of these Rules and Regulations, that Person or Customer shall be served a written notice stating the nature of the violation, the amount of any penalty assessed, the right to appeal to the Board, and providing a reasonable time limit to correct the violation. Written notice shall be served by delivery to the Person or Customer reasonably believed to be the violator, by the method set forth in the Colorado Rules of Civil Procedure, Section 4 (e), or by mailing to the service address by first-class mail. Mail shall be deemed to be received within three business days of mailing. The violator shall, within the period of time stated in such notice, permanently cease all violations and pay all penalties assessed.

Section 11.2 Violations and Penalties V

11.2.1 Any Customer violating the provisions of these Rules and Regulations shall be issued a written notice to correct the violation. If the condition is not corrected upon receipt of the notice, it shall constitute a first violation. If within six months of the issuance of a first notice a second notice is issued for the same violation to the same Customer, it shall constitute a second violation. Violators will be subject to the following actions and penalties:

11.2.2 In the event the Customer does not correct the violation as set forth in the notice, the Customer will be advised in writing and a charge of one hundred dollars (\$100.00), will be assessed and added to the Recreation Bill.

11.2.3 In the event of a second violation within six months of the first violation, the Customer will be advised in writing and a charge of three hundred dollars (\$300.00), will be assessed and added to the Recreation Bill.

11.2.4 For each subsequent violation occurring within six months of the first violation of five hundred dollars (\$500.00), will be assessed and added to the Recreation Bill.

11.2.5 All Customers who receive warning or notice of violation pursuant to this section may appeal as set forth in Section 10.4.

Section 11.3 Violations and Penalties of Article VI

Any Customer, upon receipt of a notice of violation or penalty may, within five (5) days from receipt, request a conference with the Manager to discuss the violation or penalty. Said conference shall be held within ten (10) days of receipt of request. After such a conference, the Manager shall render an opinion, and notify the Customer by first-class mail within five (5) days.

Section 11.4 Violations and Penalties of Article VII

In the event the complainant disagrees with the determination of the Manager or the designated representative, the complainant may, within fifteen (15) days from the date of the mailing of the determination, file with the District a written request for a hearing before the Board. The request

for a hearing shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant intends to rely, and shall contain a brief statement of the complainant's reasons for the complaint. The Manager or the designated representative shall compile a written record consisting of all exhibits or other physical evidence reviewed in making his or her determination, and a copy of the written determination. The Board shall hold a formal hearing on the complaint at the next regularly scheduled meeting held no earlier than ten (10) days after the filing of the complainant's request for a hearing. At the hearing, the Manager or the designated representative and the complainant shall be entitled to present all evidence that is, in the Board's view, relevant and material to the dispute, and to examine and cross-examine witnesses. The Board may establish rules and procedures governing the hearing. A record of the hearing shall be maintained.

Based on the record established, the Board shall issue a written decision concerning the disposition of the dispute presented to it and shall cause notice of the decision to be hand delivered or sent by certified mail to the complainant within thirty (30) days after the hearing. Such decision shall be final and binding upon the District and the complainant and shall constitute the final administrative action of the District.

A complainant shall be given notice of any hearing before the Board by hand delivery or certified mail at least seven (7) calendar days prior to the date of the hearing, unless the complainant requests or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision or order affecting the complainant shall also be served upon the attorney.

Section 11.5 Violations and Penalties of Article VIII

The penalties set forth in this article are not exclusive and the District may prosecute to the fullest extent of the law any person engaged in any illegal activities and may institute whatever civil actions it deems necessary to insure compliance with these Rules and Regulations and to recover any damages, including attorney's fees caused by any violations of these Rules and Regulations.

Section 11.6 Violations and Penalties of Article IX

Any Customer having any complaint with respect to the conduct or action of any employee or contractor of The District in connection with the operation of the public underdrain system or in connection with the administration or implementation of any rules, regulation or policy related to the operation of said systems, unless specifically provided for elsewhere in this article, shall follow the complaint process described hereafter:

A. The Customer shall contact the Manager to register any complaint. The Manager will investigate the Customer's complaint and, upon completion of said investigation, shall contact the Customer and relate all information associated with said complaint within fifteen (15) days. If the investigation yields evidence of actions or conduct contrary to the operations, policies, rules, regulations or other procedures of The District, the Manager shall initiate appropriate corrective action and shall promptly report such action to the complainant.

B. The complainant can appeal the Manager's decision to the Board. The decision of the Board Hearing will be given in writing to the Customer within thirty (30) days after the receipt of the appeal by the Board. In the event the decision is adverse to the Customer, all administrative remedies in connection with the appeal shall be deemed to have been exhausted.

Section 11.7 Billing-Related Complaints

Any Customer having a billing complaint shall contact the accounting department in person, by phone or by letter. The accounting department will investigate the Customer's concerns and, upon completion of this investigation, shall contact the Customer relating all information associated with said complaint. If an error is discovered during the investigation, the succeeding bill shall reflect all adjustments. The Customer may appeal any decision as set forth in this Article.

REUNION RECREATION CENTER AND POOL USAGE FEES
EXHIBIT A-2

The following fees for the Reunion Recreation Center are effective January 1, 2013:

Quarterly Recreation Fees: the fee shall be \$81 per calendar quarter due and payable in advance.

Identification Card Fee. In order to access the recreation center and/or swimming pool residents must present an identification card issued by The District.

There will be no fee for the initial cards issued for a Member.

All subsequent cards issued for the property will have a fee of \$5.00

Lost cards may be replaced with payment of a fee of \$5.00.

Daily Usage Fees. The following fees shall apply to daily usage of the recreation center and/or swimming pool.

Daily Usage Fee (re-entry allowed with identification tag) Category	Recreation Center & Pool	
Reunion members with identification card	\$ 0	
Guests w/Reunion resident Single (over 7 years old)	\$ 5	Per Day
Family Day Pass	\$ 10	Per Day
Non-Reunion resident / Commerce City resident	\$ 20	Per Day
Non-Reunion resident / Non-Commerce City resident	\$ 20	Per Day
Reunion Homebuyer Incentive Pass [(available from home builders only)	\$ 5	Per Day

REUNION METROPOLITAN DISTRICT
 OTHER FEES
 EXHIBIT A-3

The following fees for the Reunion Metropolitan District are effective December 1, 2010:

Facility Rental Fees

Rental Fee Schedule		
Rental Area	Reunion Residential Rental Fees	Non-Resident Fees
Multipurpose Room	\$35/hour	\$50/hour
Gym	\$100/hour	\$175/hour
½ Gym	\$50/hour	\$90/hour
Aerobics Room	\$35/hour	\$50/hour
Pool Area	\$80/2 hours (Maximum of 80 Guests)	\$160/2 hours (Maximum of 80 Guests)
Gym, Aerobics Room, Multipurpose Room	\$300/hour	\$400/hr

After Hours:

- After hour rental requests will be subject to a \$25/hour fee.
- Facility manager must approve all after-hour rentals.
- After-hour staff availability is not guaranteed.
- Submitting to the Reunion Metropolitan District. A deposit of
 - \$100.00 for single room rental.
 - \$300.00 for multiple room rentals.
 - \$500.00 for Gym, Multipurpose Room and Aerobics Room.
 Deposit is refundable, except for any cleanup needed.
- Any event with more than 50 attendees is considered a Special Event. Special Event permits must provide a Certificate of Insurance with a minimum of \$1,000,000 combined single coverage property and personal injury insurance; the policy must indemnify the District, its directors and employees with a minimum 30 day cancellation period at least

ten (10) working days prior to the rental. Certificate to read as follows with this **exact** language: **ADDITIONALLY INSURED, REUNION METROPOLITAN DISTRICT, ITS OFFICERS, OFFICIALS AND EMPLOYEES.** Go to www.rvnuccio.com for more information.

Park Rental Fees

Rental Fee Schedule		
Rental Area	Reunion Residential Rental Fees	Non-Resident Fees
Southlawn Pavilion	\$60/2 hours	\$120/ 2 hours
Reunion Picnic Area and Deck	\$80/2 hours	\$160/ 2 hours
Reunion Picnic Area, Deck and Concession Stand	\$130/ 2 hours	\$260/ 2 hours

After Hours:

- After hour rental requests will be subject to a \$25/hour fee.
- Facility manager must approve all after-hour rentals.
- After-hour staff availability is not guaranteed.

Applicant hereby agrees that Applicant shall be responsible for:

- Submitting to the Reunion Metropolitan District A refundable deposit of
 - \$100.00
- Any event with more than 50 attendees is considered a Special Event. Special Event permits must provide a Certificate of Insurance with a minimum of \$1,000,000 combined single coverage property and personal injury insurance; the policy must indemnify the District, its directors and employees with a minimum 30 day cancellation period at least ten (10) working days prior to the rental. Certificate to read as follows with this **exact** language: **ADDITIONALLY INSURED, REUNION METROPOLITAN DISTRICT, ITS OFFICERS, OFFICIALS AND EMPLOYEES.** Go to www.rvnuccio.com for more information.

Inclusions

Basic inclusion	\$ 500
Rush inclusion	\$1,250
GIS Fee (if information not supplied)	\$750

A rush inclusion exists when the Manager determines any of the following conditions are met: 1) a special board meeting must be called; 2) the advertisement cannot be placed in a local paper but instead must be placed with the Denver News agency; 3). the inclusion resolution must be hand carried to the courts immediately after the meetings.

Underdrain Fees

Permit Fee	\$
Application Fee	\$
Penalty	\$1,000

Returned Check Fees

A fee shall be assessed for any dishonored checks as follows:

First Occurrence	Double the cost charged by bank
Second Occurrence	Triple the cost charged by bank
Third Occurrence	Notice pursuant to CRS 13-21-109(2) will be given and the District shall collect the amount due hereunder

EXHIBIT C

Underdrain System Rules and Regulations

**REUNION METROPOLITAN DISTRICT
UNDERDRAIN SYSTEM**

RULES AND REGULATIONS

Updated May 9, 2023

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SUMMARY OF REVISIONS (MAY 2023)

- ✓ 10.5.3 – Installation of the cut-off wall for service laterals to be the responsibility of the Main Trunk Underdrain Contractor
- ✓ 10.5.9/10.5.10(d) – Provision added for the requirements of video inspections for all service laterals to be submitted to the District for approval as the responsibility of the Builder.
- ✓ Appendix B - Revision to Underdrain Detail U-7
- ✓ Appendix D – Procedural Summary (checklist) added for Main Trunk Underdrain Contractor
 - Includes requirements of initial acceptance prior to asphalt paving
 - Includes District Underdrain contact information
- ✓ Appendix E – Procedural Summary (checklist) added for Builder/Lot Owner/Developer
 - Includes District Underdrain contact information

ARTICLE X
CONSTRUCTION AND MAINTENANCE OF PUBLIC UNDERDRAIN SYSTEM

SECTION 10.0 - GENERAL

The Board of Directors of the Reunion Metropolitan District hereby declares that the following Rules and Regulations have been prepared and adopted to provide for the construction, administration and operation of a public underdrain system, hereafter, the “District Underdrain System.” These Rules and Regulations shall be effective on the date of adoption by a majority of the Board at a public meeting.

The Board hereby expressly reserves the right to make any lawful addition and/or revisions in these Rules and Regulations when and as they may become available to properly manage the District and to promote the peace, health, safety and welfare of the inhabitants of the District. These Rules and Regulations are supplementary to, and are not to be construed as, any abridgement of any lawful rights of the Board as outlined in the Colorado Revised Statutes governing Special Districts, including the right to disconnect or to refuse permission to connect any user to the District Underdrain System for violation of these Rules and Regulations or any other applicable law of the State of Colorado.

An underdrain system has been recommended by the District’s Engineer and Consultants for property within the District’s Service Area as part of the overall infrastructure design. The purpose of the District Underdrain System is to provide for the collection of ground water from around foundations of Structures, as defined herein, and pipe it to a discharge point. A main trunk underdrain system will be available to all Builders. Connection to the District Underdrain System is required for all Structures, subject to the limitations and requirements of these Rules and Regulations.

10.0.1 Policy:

It is the policy of the District that these Rules and Regulations shall apply to all property within the District’s Service Area, and to the provision of service through the District Underdrain System.

Applicants, including all Builders, Contractors, Lot Owners and property owners within the District’s Service Area and/or seeking to connect to the Main Trunk Underdrain are required to meet all the requirements and standards set forth herein. All Builders are required to design, construct, install, operate and maintain the Builder Underdrains in accordance with these Rules and Regulations. The District may impose additional conditions for the provision of such service or for the construction of the District Underdrain System at the sole discretion of the District.

The purpose of the District Underdrain System is to provide a method for conveying ground water from around foundations of Structures to an acceptable discharge point.

10.0.2 Definitions:

Applicant: Any Builder or Lot Owner that makes a request to the District for underdrain service, or is required to connect a Structure to the District Underdrain System.

Board: The Board of Directors of Reunion Metropolitan District.

Builder: Any developer, builder, or contractor that is in the process of developing property, including proceeding with site plan approvals through obtaining approved construction permits, within the District's Service Area boundaries.

Builder Connection Point: The point on a Lot Line where the Builder Underdrain connects to a Lot Underdrain.

Builder Underdrain: The underdrain system constructed by or for Builders specific to a particular filing or certain lots in the Reunion Development that are owned or being developed by Builders. The Builder Underdrain shall consist of all improvements from the Connection Point to the Lot Line, including but not limited to all trenches, collection or gathering piping, curtain drains, filters, all natural materials including gravel easements or other interests in land, and all licenses, permits or other approvals necessary to the operation of the Builder Underdrain.

Connection Point: The point at which the Builder Underdrain connects to the Main Trunk Underdrain as determined by the District. The Connection Point shall consist of all improvements owned or used by the District, including all filters or other devices necessary for the proper connection of the Builder Underdrain and Main Trunk Underdrain.

Construction Standards: Those specifications set forth in **Section 10.5** of these Rules and Regulations and details within the Appendix, as amended from time to time.

Contract Documents: Those documents, specifically the District approved construction plans and specifications, which are part of the agreement between the District and its contractor(s) for the construction of the Main Trunk Underdrain or between any Applicant and their contractors for construction of the Builder or Lot Underdrain.

Developer: Oakwood Homes.

District: Reunion Metropolitan District, a quasi municipal corporation and political subdivision of the State of Colorado, whose service plan was approved by the City of Commerce City on August 1, 2001 as may amended from time to time.

District Engineer: The qualified professional engineer engaged by the District to provide engineering services relative to the District Underdrain System, or any geotechnical engineer acting under the direction of the District Engineer.

District Underdrain System: All components of the Main Trunk Underdrain and the Builder Underdrain within the Service Area.

Effective Date: The date of adoption of these Rules and Regulations by the Board as indicated herein.

Lot Line: The property line for a specific legally defined parcel of land, tract or lot, within the District's Service Area, according to the legal description thereof duly recorded in the real property records of the Clerk and Recorder of Adams County, Colorado.

Lot Owner: The record owner of one or more individual parcels or lots, within the District's Service Area, according to the legal description(s) thereof duly recorded in the real property records of the Clerk and Recorder of Adams County, Colorado.

Lot Underdrain: The Lot Owner's individual underdrain system appurtenant to the improvement on a specific lot or parcel, including all trenches, collection or gathering piping, curtain drains, filters, all natural materials including gravel, or other necessary improvements located on the property, up to the Builder Connection Point.

Main Trunk Underdrain: The main trunk underdrain owned and operated by the District that is available to serve all property within the Reunion Development. The Main Trunk Underdrain shall consist of all improvements constructed by or for the District and owned by the District, including but not limited to, all connection devices, trenches, collection or gathering piping, curtain drains, filters, all natural materials including gravel, easements or other interests in land, and all licenses, permits or other approvals necessary to the operation of the Main Trunk Underdrain.

Service Area: That area, generally described in the District's Service Plan, as the proposed 3,100 acre Reunion Development in the City of Commerce City, Colorado, which shall be comprised of all property included or to be included within the District or North Range Metropolitan District Nos. 1-5, quasi-municipal corporations and political subdivisions of the State of Colorado.

Structures: Building structures that are required to obtain a certificate of occupancy and which, for purposes of these Rules and Regulations, have a full or partial basement, crawl space, parking facilities, or other underground or below ground level space, or any combination thereof.

Underdrain Agreement: The agreement approved between the District and South Adams County Water and Sanitation District dated May 9, 2003.

Underdrain Connection Permit: A District-approved application for underdrain service as evidenced by a signed permit in the form of **Appendix A** hereto.

SECTION 10.1 - CONNECTION TO THE DISTRICT UNDERDRAIN SYSTEM

10.1.1 Master Plan:

At the discretion of the District, the District Engineer shall produce a Master Plan for the District Underdrain System indicating the location of facilities and pipe sizes, which may be made available for inspection from the District. The District may update the Master Plan as necessary to carry out the purposes under these Rules and Regulations.

10.1.2 Applicability of Underdrain Rules and Regulations:

(a) The requirements of these Underdrain Rules and Regulations regarding use of the District Underdrain System shall apply to all property within the District Service Area, including any property that has a completed or partially completed Builder Underdrain or Lot Underdrain as of the Effective Date.

(b) For all property that has received a building permit as of the Effective Date, the Developer and the District Engineer have reported to the District that all Builders within the Service Area have been required to install Builder Underdrains and Lot Underdrains. The District has made a determination based on such report and after weighing a number of factors including, but not limited to, availability of information, the age of the Underdrain systems, cost, and time constraints that certification by Builders that Builder Underdrains and Lot Underdrains have been built in accordance with all requirements in Builder contracts is not necessary and the District's requirements for acceptance of the Builder Underdrains set forth in **Section 10.5.11** herein shall apply to Builder Underdrains completed or partially completed as of the Effective Date.

(c) For all property within the Service Area that has received a building permit as of the Effective Date, the provisions of **Section 10.3.2** to **10.3.6** shall not apply.

10.1.3 Application for Use of the District Underdrain System:

(a) Application for Connection: The requirements of these Underdrain Rules and Regulations regarding application to use the District Underdrain System, shall apply to all property within the Service Area or all Structures that have not received a building permit as of the Effective Date.

(b) For all property that has not received a building permit as of the Effective Date, each Builder or Lot Owner is required to:

(i) Complete an "Application for Connection to District Underdrain System" (**Appendix A**), for approval by the District, prior to commencing construction on any portion of a Builder Underdrain or Lot Underdrain.

(ii) The Builder shall be responsible for installing and making available, a Builder Underdrain for connection by individual Lot Owners from any Lot Underdrain. Except as provided in **Section 10.1.5** herein, Lot Underdrains shall be installed for each Structure by the Builder or Lot Owner prior to issuance of a certificate of occupancy. All Lot Underdrains that include basement foundation underdrains, whether inside or outside the foundation walls,

shall be connected by gravity to the District Underdrain System via an underdrain service line in accordance with these Rules and Regulations. All Lot Underdrain connections to the Builder Underdrain or Main Trunk Underdrain are required to be inspected and certified in writing by the Builder to the District. Proof of written acceptance from the District is required to be provided to the City of Commerce City prior to the City issuing a certificate of occupancy.

(c) The Lot Owner or Builder must submit a design for each Structure's basement foundation underdrain and connection of the underdrain service line from the Builder Underdrain to the Main Trunk Underdrain for approval by the District prior to the issuance of an Underdrain Connection Permit in accordance with **Section 10.3** of these Rules and Regulations.

10.1.4 Separate Service Lines for All Building Structures:

Except in cases where a variance from this requirement has been granted in accordance with the variance request approval procedures in **Section 10.1.5** herein, all Structures shall have a separate and independent underdrain service line provided by the Builder or Lot Owner.

10.1.5 Underdrain Variances:

The District will consider, on a case by case basis, requests for variances from the connection requirements under these Rules and Regulations pursuant to a written request in the form of **Appendix C** hereto. The District may consider a variety of factors in granting or denying a variance, including but not limited to, the potential impact on other property and improvements within the Service Area and the potential impact on the Structure for which a variance is sought. The District reserves the right to waive any and all of these requirements, but may only do so upon written recommendation of the District's Engineer and Board approval.

(a) Any request for variance from the requirements of these Underdrain Rules and Regulations must be submitted in writing to the District Engineer along with the technical documentation and other information to support the request. In addition, such request must be accompanied by a signed original Underdrain Variance Agreement.

(b) Requested variances are subject to review by the District Engineer for concurrence with these recommendations. The recommendation of the District Engineer or approval of a variance by the District does not constitute a guarantee of the design.

(c) Any applicant for a variance will be required to enter into an Underdrain System Variance Agreement that must be recommended by the District Engineer and submitted to the Board for approval. The Underdrain Variance Agreement requires the Builder to indemnify the District from all claims and demands or liability arising out of or encountered in connection with a Builder or Lot Underdrain not being installed for the Structure(s). A memorandum or other documentation indicating a variance has been approved for a particular Structure or property will be recorded by the District in the real property records in Adams County, in order for the current or future owner of the property to be made aware of the underdrain variance and the fact that the Structure is not connected by gravity to the District Underdrain System.

(d) For Structures that are not granted a variance pursuant to this Section, the District shall promptly notify the Builder or Lot Owner in writing and shall state the underdrain facility requirements for the Structure(s).

SECTION 10.2 - RESPONSIBILITY FOR SYSTEMS

10.2.1 Costs and Expenses of Construction:

(a) All cost and expense incident to the design, installation and connection of the Builder Underdrain or Lot Underdrain to the Main Trunk Underdrain will be borne by the Builder or Lot Owner, as applicable.

(b) The Lot Owner or Builder, as applicable, shall indemnify the District for any loss or damage that may directly or indirectly be occasioned by the installation of the Builder or Lot Underdrains, including but not limited to, the cost of correcting any improperly installed devices including but not limited to, sump pumps.

SECTION 10.3 - DESIGN REVIEW AND APPROVAL PROCESS

For all property within the Service Area that has not received a building permit as of the Effective Date, the following application and design review procedures are required to be met prior to commencement of construction.

All Builders or Lot Owners shall make application to the District for an Underdrain Connection Permit. Issuance of a Connection Permit shall be a condition of issuance of a building permit by Commerce City pursuant to a procedure agreed upon with Commerce City.

10.3.1 Compliance with District Construction Specifications:

(a) All facilities necessary for the Builders Underdrain shall be constructed to the District's Construction Specifications. In the event that materials and installation procedures required for any portion of the District Underdrain System are not explicitly addressed in the District's Construction Specifications, or the District requires additional information, supplemental details and specifications shall be submitted to the District for review in conjunction with the construction plans, and shall be subject to District approval.

(b) All Builders must comply with the underdrain design and construction standard requirements of South Adams County Water and Sanitation District.

(c) All Builders are responsible for construction of Lot Underdrains in accordance with applicable standards and requirements in these Rules and Regulations.

10.3.2 Policy Regarding Submittal Procedures for Builder Underdrain:

(a) General: All Applicants shall comply with all District procedures before an Underdrain Connection Permit is approved. The District reserves the right to deny an

Underdrain Connection Permit to any Applicant not in compliance with all requirements promulgated by the District.

(b) **Builder Design Submittals:** All Builders shall submit to the District, on a District approved form and include the required submittals for the proposed Builder Underdrain to be constructed and all design and construction specifications, as set forth in the **Section 10.3.3** herein.

(c) All approvals required by the District must be obtained in writing prior to the commencement of any construction activity on any portion of a Builder Underdrain or Lot Underdrain. Submittals shall be made in accordance with the procedures set forth herein and as may otherwise be required by the District. Plans and specifications shall be prepared by, or under the direct supervision of a Professional Engineer registered in the State of Colorado.

(d) The District's review of the Application is limited to a determination whether the plans and specifications are in full conformance with the District's Underdrain Rules and Regulations, and such review and/or approval by the District will not relieve the Applicant or its Design Engineer of responsibility for any errors or omissions of whatsoever nature with respect to the Builder Underdrain. Review and approval by the District shall not constitute an assumption of responsibility or liability by the District for the adequacy of the design or proper construction of any Builder Underdrain and is subject to the limitations herein in **Section 10.10**.

10.3.3 Design Submittal Procedures for Applicants:

(a) **Application:** In addition to the District's Application form in **Appendix A** herein, every Applicant shall include in its Application for any Builder Underdrain the following:

(i) Full-size construction plans (PDF). The construction set shall provide the design information for applicable portions of the Underdrain System, but shall graphically identify all other proposed or existing utility locations by showing the line-work for the underdrain facilities at regular weight and the other utilities as screened background information. A set of any details and specifications for items not covered by the District's Construction Standards and one copy of the Geotechnical Report indicating pipe sizing shall also be submitted.

(ii) Such other data as requested by the District.

(iii) An Application review fee in an amount to be determined by the District in accordance with the schedule attached hereto as **Exhibit A-3**.

(b) **District Review:** The submittal set of the Applicant's construction plans will be returned to the Applicant with the District's review comments. If the District denies approval of the Application, the Applicant shall submit a revised set of the final design taking into account the District's comments, as well as resubmitting the original construction plans with the District's review comments. If necessary, the Builder shall revise and resubmit the Application until final approval has been granted or finally denied by the District.

(c) **Project Plans:** Project plans shall be prepared on 24" by 36" sheets or 22" by 34" sheets using professional drafting techniques. Each sheet shall identify the project

by name (Reunion Phase Number and Filing and/or Lot Number), the name of the Builder and the name of the Design Engineer. Sheets shall be sequentially numbered and shall indicate the date of preparation as well as revision dates and descriptions. Plans shall be complete and shall incorporate the following:

(i) A cover sheet approval blocks bearing the signature of an authorized District representative that states the following:

These plans have been reviewed and found to be in general compliance with the "Reunion Metropolitan District Underdrain System Rules and Regulations." Information contained on these plans in no way relieves any individual or agency from constructing the facilities shown herein in complete conformance with all District requirements:

Signature of Reunion Metropolitan District Representative

Date: _____

Attest: _____

Date: _____

(ii) An overall plan depicting the entire project. On large projects, a key map shall be included with multiple overall plans as necessary.

(iii) Plan and Profile sheets (preferred scale 1"=50' horizontal, 1"=5' vertical) showing all surface and underground features along the pipeline route, and all information necessary for construction (pipe size, material, centerline locations, manhole locations, rim and invert elevations, pipe depths, grades and slopes, relationship to other existing utilities, special construction requirements, survey data, and other information as required). Since the underdrain will be installed in the sanitary sewer trench, each underdrain main shall be profiled regardless of size such that the plan section and corresponding profile are shown on the same sheet.

(iv) Location and sizes for all Lot Underdrain System facilities to be installed in conjunction with the District Underdrain System.

(v) Details and specifications of non-standard construction items not explicitly covered by the District's Construction Specifications.

(d) Final Approval: Upon approval of the final design submittal, the following items, and any others deemed necessary by the District, shall be submitted to the District prior to the commencement of any construction activity:

(i) A scalable half-size hard copy of the approved plan set, 11" by 17", signed and sealed by a Professional Engineer registered in the State of Colorado, and signed by South Adams County Water & Sanitation District.

Send hard copy to:

JR Engineering
Attention: Tim Graf
7200 South Alton Way
Suite C400
Centennial, CO 80112

Only those plan sets bearing official District approval shall be utilized in constructing the facilities for the Builder or Lot Underdrains.

(ii) One copy of any specifications and details not covered by the District's Construction Specifications, bearing the seal and signature of a Professional Engineer registered in the State of Colorado.

(iii) One copy of the Geotechnical Report indicating Builder or Lot Underdrain pipe sizing, bearing the seal and signature of a Professional Engineer registered in the State of Colorado.

10.3.4 Changes to Approved Plans:

Design changes, changes to correct design errors, or adjustments for field conditions must be approved by the District on the affected portion of the Builder Underdrain or Lot Underdrain. Where changes are significant in the opinion of the District, resubmittal of the plans following the procedures in **Section 10.3.3** shall be required.

10.3.5 Start of Construction:

(a) Construction Start: No work shall begin on any Builder or Lot Underdrain until the construction plans and specifications have received written approval by the District. Construction shall start within one year from date written approval is granted by the District. If construction is not started within that time, or if construction is started and subsequently stopped for more than 180 days, the construction plans and specifications shall be resubmitted for approval in accordance with **Section 10.3.3**.

(b) Pre-Construction Meetings: The Contractor for the Applicant engaged to build all or a portion of the Builder Underdrain shall schedule a pre-construction meeting with the District representative prior to the start of any construction. The pre-construction meeting shall be attended by the Contractor, Applicant, appropriate District construction managers, engineers or representatives, and any interested representatives of affected utilities. The Contractor must notify the District at least 48 hours or 2 working days prior to the start of any construction within the District.

10.3.6 Record Documents:

(a) On-Site Records: The Contractor shall safely maintain in good working order at the site of the Builder Underdrain construction, one copy of all approved plans, the District Underdrain System Rules and Regulations, specifications, addenda, written

amendments, change orders, work change directives, field orders, and written interpretations and clarifications, clearly annotated to describe all changes made during construction. These documents, together with all final samples and shop drawings, shall be available for reference at the request of the District.

(b) **As Built:** Upon completion of the work on the Builder or Lot Underdrains, including any deviations from approved design and any pertinent notes and comments regarding construction conflicts, plans and CAD linework shall be submitted to the District as “Record Drawings” or “As Built” for the project. The submittal shall consist of one electronic copy of the full-sized plan set and all associated CAD linework. The plan sets shall bear the seal and signature of a Professional Engineer registered in the State of Colorado.

SECTION 10.4 - EASEMENTS

10.4.1 Easements for District Underdrain System:

(a) **Dedication of Easements:** Easements for Builder Underdrains shall be dedicated to the District through the District’s standard “Easement Agreement” form which shall be prepared by the Applicant and approved and recorded by the District. A form of the District’s “Easement Agreement” is attached hereto as **Form 4.1**.

(b) **Easements for Main Trunk Underdrain:** If a Main Trunk Underdrain is determined to be installed, the District shall implement procedures for obtaining and recording the necessary easements for the Main Trunk Underdrain, taking into account any requirements pursuant to that certain Underdrain Agreement between South Adams and the District dated May 9, 2003 and any amendments thereto (“Underdrain Agreement”).

(c) **Use of Public Rights-of Way:** Both the Main Trunk Underdrain and Builder Underdrain shall be located inside existing public rights-of-way whenever possible and shall be offset from the right-of-way line a minimum of 5 feet. The District will review and approve the dedication of easements when the construction of any portion of the District Underdrain System within existing public rights-of-ways is not feasible.

(d) **Use of Easements:** When pipelines for any portion of the District Underdrain System are constructed in easements, the minimum easement width shall be 30 feet unless the easement is contiguous to a public right-of-way, in which case the minimum easement width shall be 20 feet unless the depth of the underdrain requires otherwise. Easements shall be accurately shown on the submittal plans and all pipelines and appurtenances shall be a minimum of 5 feet inside the easement. In the event that multiple utilities are to be allowed, at the discretion of the District, in nonexclusive easements, the District may require wider easements or other conditions for approval of any portion of the District Underdrain System.

SECTION 10.5 - CONSTRUCTION SPECIFICATIONS FOR DISTRICT UNDERDRAIN SYSTEM

10.5.1 Applicability:

These construction specifications shall apply to all portions and facilities of the District Underdrain System, unless specifically modified by the District in an approved Application.

10.5.2 Location of Underdrain Within Roadway:

The District Underdrain System mains and service lines will be located in the same trench as the sanitary sewer installed in the Service Area which is to be accepted by South Adams County Water and Sewer District, or as provided in the Underdrain Agreement or in an approved right-of-way or easement.

10.5.3 Specifications:

The Main Trunk Underdrain will be composed of a minimum of ASTM D 3034, SDR 35 gasketed PVC or solvent weld joint pipe and the pipe color will be white. The underdrain will be located at least 6" below and 12" to one side of the sanitary sewer main (see District Underdrain Typical Trench Detail). The underdrain service lateral will maintain these same clearances with the sanitary sewer service line as the sanitary sewer main. The underdrain service lateral will be solid wall PVC from the underdrain main to 2' beyond the concrete cut-off wall located at the right-of-way line that continues as rigid perforated PVC into the property (see Construction Specifications: District Underdrain Cut-off Wall Detail- U-7). Installation of the cut-off wall for each service lateral shall be the responsibility of the Main Truck Underdrain Contractor.

10.5.4 Cleanouts:

District Underdrain System pipe cleanouts will be placed a maximum of 400' apart. The cleanouts will allow for cleaning the main line in both directions from the cleanout (see Construction Specifications: District Cleanout Access and Underdrain Collector Pipe Detail). Cleanouts shall follow the same layout as the sanitary sewer manholes to the extent feasible. When the District Underdrain System deviates from the sanitary sewer to its outfall location, cleanouts will be located within 10 feet of the change of direction and junctions; otherwise a cleanout will be located within 400' of the change of direction or junction.

10.5.5 Manholes:

District Underdrain System manholes will be placed a maximum of 400' apart. The manholes will allow for access to the main line (see Construction Specifications: Reunion Underdrain Manhole). Manholes shall follow the same layout as the sanitary sewer manholes to the extent feasible. When the District Underdrain System deviates from the sanitary sewer to its outfall location, manholes will be located within 10 feet of the change of direction and junctions; otherwise a manhole will be located within 400' of the change of direction or junction.

10.5.6 Discharge Locations:

The District Underdrain System shall be designed to discharge into an approved storm drain system which may include a storm drainage channel or detention/retention pond and the outfall will be shown on the drainage, storm sewer and/or site plans approved by Commerce City. The Main Trunk Underdrain may connect into a storm drain manhole and reinforced concrete pipe will exit the manhole and discharge into the drainage channel or pond with a flared end section at the terminus of the pipe and appropriate erosion control measures (see Construction Specifications: Typical District Underdrain Outfall Details). The Main Trunk Underdrain outfall shall be placed at or above the 100-year water surface elevation when discharging into a drainage channel or pond to the extent feasible and if not feasible, the District Engineer shall recommend an alternative location (see Construction Specifications: Typical District Underdrain Outfall into Storm Drain System Detail). The District shall obtain all necessary approvals for all discharge locations.

10.5.7 Tracer Wire and Warning Tape:

Tracer wire shall be installed on all sections of underdrain pipe that deviate from the typical location with the sanitary sewer (see Construction Standards: District Underdrain Typical Trench Detail). Wires shall be attached to the pipes with 2-inch wide PVC tape at 5-foot intervals along the pipe from the cleanout location immediately uphill from the point where the Main Trunk Underdrain deviates from the sanitary sewer to the point where it connects to a storm drain manhole.

Tracer wire shall be 12 gauge type UF, 600V single strand copper wire. Splices in tracer wires shall be “3M” Type DBY-6 low voltage for direct bury, and shall be waterproof gel cap type connectors. Access to tracer wire along the underdrain mains shall be provided in test station boxes installed in the cleanout manhole(s) and adjacent to the storm drain manhole where the underdrain main terminates. Tracer wires shall be securely attached to the test box lid terminals (see Construction Specifications: Reunion Tracer Wire Test Station Detail) for easy access when the lid is opened. Tracer wires shall not be terminated in valve boxes.

Care shall be taken during backfilling and compaction to insure that tracer wires are not broken or displaced from the pipe. Tests shall be made by the Contractor at the completion of construction to insure that the tracer wires carry a continuous current between all access points. Results of such tests shall be made available to the District upon request. If the Contractor determines that tracer wires have been broken or displaced, they shall notify the District immediately and be repaired within 30 days or as otherwise required by the District, at the expense of the Contractor.

White colored 3” wide warning tape with black lettering, “CAUTION UNDERDRAIN PIPE,” shall be placed a minimum of 1-foot above all sections of underdrain pipe.

10.5.8 Marker Posts:

Marker posts shall be placed to mark all of the following features when located outside of public roadway pavement: cleanouts, cleanout manholes, and casing pipe ends.

Standard District marker posts shall be white flexible carsonite posts and shall measure 66” x 3.75”. Marker decals shall be placed at the top of the post. Decals shall include the word Underdrain and shall list Reunion Metropolitan District as the utility owner.

10.5.9 Builder’ Responsibilities:

Applicants shall be responsible for obtaining all permits and licenses required for construction of the Builder Underdrain or Lot Underdrain facilities including but not limited to, all crossings of streets, highways, irrigation ditches, railroads, easements and rights-of-ways of other facilities, and complying with the requirements of all licenses and permits during construction.

Every Builder shall:

- Complete and submit Application for Connection or Request for Variance in accordance with these Rules & Regulations. Issuance of a Connection Permit shall be a condition of issuance of a Building Permit by Commerce City.
- Complete and submit a CCTV video for each service lateral connection. Acceptance of each video shall be a condition of issuance of a Certificate of Occupancy by Commerce City.
- Supervise, inspect, and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as necessary to perform the work in accordance with the Contract Documents or approved Construction/Design Documents.
- Be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- Be responsible for insuring that the completed work accurately conforms to the Contract Documents or approved Construction/Design Documents.
- Provide competent, qualified personnel to survey, layout, and construct the work as required by the Contract Documents or approved Construction/Design Documents.
- At all times maintain good discipline and order at the site.
- Furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all facilities and incidentals necessary for the furnishing, performance, testing, startup, and completion of the work.
- Install, connect, erect, use, clean, and condition all materials and equipment in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract Documents or approved Construction/Design Documents.
- Give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the work.
- Pay all sales, consumer, use and other similar taxes required to be paid by the Builder in accordance with the Laws and Regulations pertinent to the location of the project and applicable during the performance of the work.

- Be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work by taking all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to all persons on the work site or anyone who may be affected by the work, and to all work, materials and equipment to be incorporated therein, whether in storage on or off the site, and to all other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- Comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property so as to protect them from damage, injury, or loss, and shall erect and maintain all necessary safeguards for such safety and protection.
- Notify owners of adjacent properties, underground facilities, and nearby and conflicting utilities when prosecution of the work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- Conduct the work to interfere as little as possible with the public travel, whether vehicular or pedestrian; whenever it is necessary to cross, obstruct, or close roads, driveways and walks, the Builder shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel and shall give reasonable notice before interfering with them.
- Confine his operations to work that will not be affected adversely when encountering unfavorable weather, wet ground, or other unsuitable construction conditions, unless special means or precautions are taken by the Builder to perform the work in a proper and satisfactory manner.
- Obtain traffic control permits as necessary from the appropriate jurisdiction.
- Provide for the drainage of storm water, surface water and such water as may be applied or discharged on the site during performance of the work.
- Prevent erosion of soil on the site and adjacent property resulting from construction activities; effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection.
- Be responsible for the control of dust resulting from construction activities.
- Confine construction equipment, the storage of materials and equipment, and the operations of workers to the site and land areas identified in and permitted by the Contract Documents or approved Construction/Design Documents and other land areas permitted by laws and regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.
- Be responsible to investigate and verify in the field, the existence and location of utilities whether shown on the approved plans or not.
- Be responsible for removing and replacing any facilities within the construction zone that can be considered personal property of respective property owners, and the Builder shall be responsible for any damage to the removed and replaced

facility that has occurred due to his negligence or carelessness in disassembly, transportation, storage and reassembly of these facilities.

10.5.10 **Inspections:**

(a) The District shall have access to all portions of the District Underdrain System for the purpose of verifying, as necessary, that District Construction Standards have been met. The Contractor for the Main Trunk Underdrain shall be responsible for all inspections of the Main Trunk Underdrain and the Builder shall be responsible for all inspections of the Builder Underdrain, for the purpose of verifying that District Construction Standards have been met.

(b) During Construction: The District's or Builder's Contractor shall arrange for inspections of the District Underdrain System to be made by a qualified engineer and provide to the District written verification that an inspection was completed during construction and the underdrain connection was made in accordance with the approved plans and District Construction Standards and Specifications. The Contractor shall ensure that all underdrain materials have been inspected by a qualified engineer to the qualified engineer's satisfaction prior to backfilling. If the Work is covered prior to the inspection, it shall be uncovered by the Contractor to allow for inspection and at the Contractor's expense.

(c) Upon completion of any portion of the District Underdrain System: The Contractor, at its own expense, shall also perform an independent television inspection of the completed portion(s) of the District Underdrain System to verify the Main Trunk Underdrain or Builder Underdrain is free from debris. If debris is found, the underdrain shall be flushed to remove the debris and verified by an additional television inspection. A video recording of the television inspection shall be made including the company performing the inspection (name, address, phone number), date, viewable linear footage of pipe traveled, voiced comments and the recording shall be provided to the District, along with the written verification by a qualified engineer that all of the Underdrain System is free from debris. The Contractor shall be responsible for the inspection and flushing of the system and all costs associated therewith.

(d) The Lot Owner/Homebuilder shall be responsible for providing television inspection for all service laterals connected to any structure or foundation to confirm proper connection to the Main Trunk Underdrain and to ensure the lateral is free of debris. A video recording of the television inspection shall be made including the company performing the inspection (name, address, phone number), date, viewable linear footage of pipe traveled, and house and/or tract number. The recordings shall be provided to the District for its acceptance, along with the written verification, that all service laterals were properly installed and are free of debris. The video must clearly show the connection to the Main Trunk Underdrain. Any excess debris or un-viewable video found upon inspection is subject to be rejected by the District and may require the service lateral to be cleaned and re-videoed at the Lot Owner/Homebuilder's expense.

(e) Builders shall be responsible for providing written verification to the District that all Lot Underdrains, including basement foundation underdrains, have been inspected and verified against the designs submitted with the Application (See **Appendix F** for Lot Service Underdrain Connection Log). Such inspections are the responsibility of and shall be at the cost of, the Builder and shall be made in accordance with applicable

engineering standards. Such report is required as part of the application for the Underdrain Connection Permit.

10.5.11 Acceptance of Completed District Underdrain System Mains and Warranty:

(a) The District shall acquire all or any portion of Main Trunk Underdrain built by the Developer or all or any portion of the completed Builder Underdrains, after final acceptance subject to receipt by the District of the following:

(i) Record or as-built drawings and all associated CAD linework for the portion of the Main Trunk Underdrain or Builder Underdrain to be dedicated to the District; and

(ii) Lien waivers and indemnifications from each Contractor verifying that all amounts due to contractors, subcontractors, material providers or suppliers have been paid in full, in a form acceptable to the District; and

(iii) All inspections and/or tests required by the District upon completion of the portion of the Main Trunk Underdrain or Builder Underdrain to be conveyed to the District, including but not limited to the recording of any television inspections; and

(iv) Copies of all contracts, change orders, the final AIA payment form (or similar form) approved by the District Engineer, and any other requested documentation; and

(v) Written acknowledgment by the Contractor that acceptance of all or a portion of the Main Trunk Underdrain or Builder Underdrain does not relieve the Contractor from having to comply with all other requirements as established in these Rules and Regulations; and

(vi) An executed Bill of Sale conveying all or a portion of the Main Trunk Underdrain or Builder Underdrain in a form acceptable to the District; and

(vii) Written Certification from the Builder of all Lot Underdrain connections to the Builder Underdrain; and

(viii) A one-year warranty, commencing from the date of initial acceptance, from the Contractor for all constructed facilities and appurtenances of the portion of the Main Trunk Underdrain or Builder Underdrain to be conveyed to the District, in a form acceptable to the District; and

(ix) One month prior to the expiration of the one-year warranty, the Contractor shall, at its own expense, perform an additional television inspection of the District Underdrain. A video recording of the television inspection shall be made including the date, viewable linear footage of pipe traveled, voiced comments and the recording shall be provided to the District, along with the written verification by a qualified engineer that all of the Underdrain System is free from debris.

(b) For any portion of the Builder Underdrain that has been installed as of the Effective Date, the District may waive the requirements in subparagraphs **10.5.11(a)(i) – (iv),(vi), and (viii)-(ix)** only upon approval of the Board and after written recommendation to the Board by the District Engineer, which shall include the following:

- (i) A substitute for any as-built drawings, adequate to indicate the location of and all facilities comprising that portion of the Builder Underdrain to be dedicated to the District; and
- (ii) Completion, by the District at its own expense, of all tests required by the District in subparagraph **10.5.11(a)(ii)** above; and
- (iii) To the extent available, those items required under subparagraphs **10.5.11(a)(iii),(vi),(viii)-(ix)** or a written explanation why such items are not available.

The requirements of subparagraph **10.5.11(a)(v)** may not be waived.

SECTION 10.6 - PROVISIONS GOVERNING THE USE AND OPERATION OF THE UNDERDRAIN SYSTEM

10.6.1 Use of the Underdrain System:

The exclusive use of the District Underdrain System is for the removal of ground water from around the foundations of Structures. Only ground water from surface percolation or from the water table is permitted to enter into any portion of the District Underdrain System. The following structures or systems **are not** permitted to be connected to the District Underdrain System: Floor drains, sanitary sewer system from the property, oil and grease separators, roof drains or any other storm runoff systems, or any lateral underdrains or lines from property outside the District Service Area boundaries.

(a) No person shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater to the District Underdrain System.

(b) Whenever the District determines that any Lot Owner or Builder has violated or is violating any provision of these Rules and Regulations or an Underdrain Connection Permit issued or approved hereunder, the District may serve upon such Lot Owner or Builder written notice stating the nature of the violation(s). Where directed to do so by the notice, a plan for the satisfactory correction of the violation(s) shall be submitted to the District by the Lot Owner or Builder, within the time frame as specified in the notice. Not later than fourteen (14) days following the date upon which such plan has been submitted, the Lot Owner or Builder shall comply with the corrective actions requested by the District. The Lot Owner or Builder shall submit a report to the District including verification of corrective actions taken, and, if requested by the District, shall schedule a re-inspection of the applicable facilities, at the expense of the Lot Owner or Builder.

(c) Any Lot Owner or Builder who is found to have violated any provision of these Underdrain System Rules and Regulations, or any orders or permits issued or approved hereunder, shall be subject to a penalty not to exceed One Thousand Dollars (\$1,000) for such violation.

(d) In addition to any penalties provided herein, the District may recover reasonable attorney's fees, court costs, court reporter's fees, and other expenses of litigation by appropriate suit at law against the Lot Owner or Builder found to have violated these Rules and Regulations, or the order or permits issued hereunder. Such

penalties shall be in addition to any actual damages the District may incur because of such violations.

(e) The Builder or Lot Owner shall be responsible for any fines or penalties for violations in connection with the operation of the water or wastewater systems serving the District's Service Area due to the Lot Owner or Builder's violations of these Underdrain Rules and Regulations.

(f) If any person discharges sewage, industrial wastes or other wastes into the District's Underdrain System the District may commence an action for appropriate legal and/or equitable relief in the District Court for Adams County or other appropriate jurisdiction.

10.6.2 Responsibility for Maintenance and Repairs:

The District will be responsible for the operation, maintenance and repair of only those District Underdrain System facilities that have been finally accepted by the District and after expiration of any applicable warranty periods. Prior to final acceptance by the District and expiration of any applicable warranty periods, the Builder will be responsible for the maintenance and repair of the Builder Underdrain, including but not limited to, the entire service lateral serving their respective properties from the connection with the Main Trunk Underdrain and the cut-off wall at the Lot Line where the service lateral pipe changes from solid wall to perforated pipe. Lot Owners shall be responsible for the maintenance and any repair of the Lot Underdrain.

The District may impose rates and fees for maintenance of the District Underdrain System as part of its system development fees or other rates and charges, pursuant to **Section 10.7** herein.

SECTION 10.7 - UNDERDRAIN SERVICE FEES

10.7.1 Cost of Operation, Maintenance and Capital Replacement:

In order to provide revenue to fund the costs incurred by the District for operation, maintenance and capital replacement of the District's Underdrain, the District may assess a fee for all costs of capital repair and replacement of the District Underdrain System, as well as operation and maintenance.

10.7.2 Annual Assessment: In order to provide revenue to fund the costs incurred by the District for operation, maintenance and capital replacement of the District's Underdrain System, the District may assess annual underdrain service fees to its customers pursuant to Section 32-1-1001(1)(j), C.R.S., pursuant to **Article III** of these Rules and Regulations.

(a) If the Board determines to assess annual fees, the annual fees for use of the District Underdrain ("Underdrain Service Fee") shall be billed by the District, on an annual basis in conjunction with the billing of the first quarter Recreation Fee. Payment of Underdrain Service Fees is due thirty (30) days after the date printed on the invoice. If the payment due date falls on a Saturday, Sunday or legal holiday, the payment due date will be the next regular business day. Invoices for fees and any other notices are

effective upon mailing said invoice or notice to the service address or a known current mailing address of the user as shown on the District's Recreation Service Fee records.

(b) Partial payments of the first quarter invoice or any other quarterly invoice for which the Recreation Fee and the Underdrain Service Fee has been billed will first be applied to the Underdrain Service Fee.

(c) The Underdrain Service Fees shall be based on the rates established by the Board. Underdrain Service Fees will be charged to all Structures serviced by an Underdrain Connection.

(d) Service is presumed to be activated as of the date the Underdrain Connection Fee is paid for the Structure.

(e) Underdrain Service Fees for which payments are not received by the due date will be deemed past due. All customer accounts with past due charges will be sent monthly billing statements on which interest will be assessed. Whenever a billing statement includes an interest charge, the entire amount of the bill, including the interest charges must be paid in full by the due date.

(f) Notwithstanding the requirements for written notification, the current owners of a property will be liable for all charges imposed by the District on the property to which underdrain service is provided from the date such charges become due until such charges are paid and such unpaid charges will be a lien on the property served.

10.7.3 Other Fees and Charges:

The District may charge fees for copying plans, specifications, applications, permits, or other documents requested by any user, Applicant, or other person.

SECTION 10.8 - UNAUTHORIZED CONNECTIONS OR FAILURE TO CONNECT TO AN UNDERDRAIN

10.8.1 Unauthorized Underdrain Tap:

Any Builder or Lot Owner who makes or causes to be made a connection to the District Underdrain System without first obtaining written permission from the District may be fined \$500.00 per day until an Application has been submitted and approved and all fees and fines have been paid in full.

10.8.2 Notice of Violation:

The District shall give thirty (30) days written notice to correct any violations of these Underdrain Rules and Regulations. Fines may be imposed thirty (30) days after issuance by the District of the written notice to correct the violation.

SECTION 10.9 - NOTICES AND SUBMISSIONS

All notices and submissions shall be made by first class, United States Mail (“Mail”) or facsimile and Mail to the following:

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

With copies to:

JR Engineering, L.L.C.
7200 South Alton Way, Suite C400
Centennial, CO 80112
Facsimile: 303-721-9019

SECTION 10.10 - LIABILITY

10.10.1 District Not Liable:

No claim for damage shall be made against the District, and the District and its officials and employees shall not be liable by reason of damage resulting from, but not limited to, any of the following: the failure of a Contractor or Builder to construct any portion of the District Underdrain System or any Lot Underdrain; the decision of a Builder or Lot Owner to not connect to the District Underdrain System; the failure of a Lot Owner to connect to the Builder Underdrain or District Underdrain System; breaking of any connection to any portion of the District Underdrain System by an employee of the District; failure or inadequacy of the District Underdrain System or any Lot Underdrain; inadequate or improper design of a Lot Underdrain or the District Underdrain System or damage caused there from; failure of a Contractor or Builder to comply with applicable design standards, these Rules or Regulations or any other rules or regulations of any applicable agency or authority or damage caused there from; damage caused by water running or escaping from facilities not owned by the District; blockage in any portion of the District Underdrain System causing the backup of sewage or storm water; breakage of main lines in the Main Trunk Underdrain or Builder Underdrain by District personnel; interruption of service and the conditions resulting therefrom where said interruption of service is brought about by request of claimant, or by circumstances beyond the District’s control; or for taking certain actions with respect to the District Underdrain System deemed necessary by the Board or its agents. This paragraph shall not relieve the District from liability for negligence of its employees, if such liability would otherwise have existed. Builders are responsible to make these limitations known to their buyers at or before connection to the District Underdrain System.

10.10.2 District Not Responsible for Damages:

These Rules and Regulations shall not be construed to hold the District in any manner responsible for any damages to persons or property resulting from any inspections as herein authorized or resulting from the issuance or denial of any permit as herein provided, or resulting from the institution of court action as allowed by law, or the forbearance by the District to so proceed.

10.10.3 Officials Not Liable: Any District official or employee, charged with the enforcement of these Rules and Regulations, acting in good faith and without malice on behalf of the District in the discharge of his official duties, shall not thereby render himself or herself personally liable for any damages that may accrue to persons or property resulting from any such act or omission committed in the discharge of such duties. Any suit or proceeding instituted against such official or employee, stemming from any act or omission performed by him in the enforcement or attempted enforcement of any provision of these Rules and Regulations, shall be defended by the District until final termination of the proceedings, in such a manner as to be consistent with the District's resolution indemnifying such officials and employees.

10.10.4 Non-Liability for Work of Others: The District does not assume any liability for any work performed by others. No claim shall be made against the District or any of its officers or employees on account of errors of omission or commission made by the District's licensees or independent contractors.

10.10.5 Indemnity:

The District shall require, as a condition of approval of an Application for service or acceptance of any portion of the Main Trunk Underdrain or Builder Underdrain, that the Applicant or party seeking approval of acceptance, indemnify and hold harmless the District for any losses, damages or claims that may directly or indirectly be occasioned by the installation or operation of any of the District Underdrain System or any Lot Underdrain, as applicable, or that may arise out of or in connection with any claim against the District resulting from the installation or operation of the District Underdrain System or any Lot Owner Underdrain. These indemnities shall include all costs for repair or replacement of any portion of the District Underdrain System or Lot Underdrain facilities or any damages, losses or claims related thereto and all attorneys' fees incurred by the District in defending against such claims.

The District shall require, as a condition of approval of a variance from connection to the District Underdrain System under **Section 10.1.5** herein, that the Builder, Lot Owner, or other person seeking the variance, indemnify and hold harmless the District for any losses, damages or claims that may directly or indirectly be occasioned by the lack of connection to the District Underdrain System, or that may arise out of or in connection with any claim against the District resulting from the soil or ground water conditions as they exist at the time of granting of the variance, or in the future. These indemnities shall include all costs for repair or replacement of any improvements on the exempted property, or any damages, losses or claims related thereto and all attorneys' fees incurred by the District in defending against such claims.

10.10.6 Non-Waiver:

The foregoing indemnity provision, nor any provisions of any contract or other service agreement, shall not constitute a waiver by the District of the defense of sovereign immunity or the Colorado Governmental Immunity Act, or any other defenses it may have to an action against the District, its officials or employees, nor a waiver of its insurance coverage.

APPENDIX A

APPLICATION FORM **MINIMUM REQUIREMENTS** **FOR UNDERDRAIN CONNECTION PERMITS**

Applications for an Underdrain Connection Permit are available from the District Manager. Submittal of an Application and acceptance of the fee by the District does not guarantee approval of the Application or connection to the District Underdrain System.

1. **SUBDIVISION NAME:** The name of the Subdivision will be provided.
2. **BLOCK AND LOT NUMBER.** The block and lot number will be provided. Where a block and lot number are not available, the entire legal description for the property shall be attached to the application.
3. **APPLICANT NAME, ADDRESS AND PHONE NUMBER.** The name, address and phone number of the Builder or Lot Owner at the time the Application for underdrain service is being submitted will be provided.
4. **DISTRICT PERMIT APPLICATION FEE AND INSPECTION FEE.** The District Manager will indicate on the Application the Underdrain Connection Application fee and the inspection fee required.
5. **TOTAL PAYMENT AND SIGNATURES.** Upon receipt of payment of the Application fee, the District Manager and the Applicant or their designated representative(s) will sign and date the Application.

REUNION METROPOLITAN DISTRICT

**APPLICATION FOR UNDERDRAIN CONNECTION
TO DISTRICT UNDERDRAIN MAIN OR VARIANCE TO
DISTRICT UNDERDRAIN RULES AND REGULATIONS**

THIS APPLICATION IS FOR: MAIN UNDERDRAIN SYSTEM VARIANCE

PROPERTY OWNER: _____

LEGAL ADDRESS OF PROPERTY: FILING NO. _____ LOT NO. _____, BLOCK NO. _____,
SUBDIVISION _____

STREET ADDRESS OF PROPERTY: _____

TYPE OF PROPERTY(S): SINGLE-FAMILY RESIDENTIAL
 MULTI-FAMILY RESIDENTIAL
 COMMERCIAL SITE
 INDUSTRIAL SITE
 SCHOOL SITE
 PARKS / OPEN SPACE

APPLICANT: _____

SIGNATURE: _____

COMPANY NAME: _____

ADDRESS: _____

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

STATE REASON: _____

ATTACHED SUPPORTING DOCUMENTATION

YES

NO

PROPERTY OWNER SIGNATURE: _____

DATE: _____

TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT

APPROVED

YES NO

IF NO, REASON: _____

APPLICATION NO. _____

REUNION METROPOLITAN DISTRICT

BY: _____

TITLE: _____

DATE: _____

SEND APPLICATION TO:

JR ENGINEERING
ATTN: AARON CLUTTER
7200 SOUTH ALTON WAY
SUITE C400
CENTENNIAL, COLORADO 80112
aclutter@jrengineering.com

APPENDIX B

REUNION UNDERDRAIN SYSTEM DETAILS

Enclosed Separately

APPENDIX C

APPLICATION FOR REQUEST FOR VARIANCE

1. Required Attachments.
 - a. A site grading plan which shows the following items:
 - i. Existing and proposed grading;
 - ii. Boring locations and identifiers;
 - iii. Location of all Structures, indicating the lowest level finish floor ("F.F.") elevation; and
 - iv. Foundation detail showing F.F. location on typical section
 - b. A letter from the Applicant's geotechnical engineer stating that foundation drains are not required or a letter explaining why the Structure's foundation underdrain cannot be connected by gravity to either the Building Underdrain or Main Trunk Underdrain with a recommendation for an adequate alternative solution for eliminating groundwater from the Structure's foundation.
 - c. A complete copy, including narrative, of boring logs and a boring location plan of the geotechnical report, if undertaken for the structure.
2. Additional information requested by the District.
3. Fee pursuant to Exhibit A-3 due at the time of application.

REUNION METROPOLITAN DISTRICT
APPLICATION FOR UNDERDRAIN CONNECTION
TO DISTRICT UNDERDRAIN MAIN OR VARIANCE TO
DISTRICT UNDERDRAIN RULES AND REGULATIONS

THIS APPLICATION IS FOR: MAIN UNDERDRAIN SYSTEM VARIANCE

PROPERTY OWNER: _____

LEGAL ADDRESS OF PROPERTY: FILING NO. _____ LOT NO. _____, BLOCK NO. _____,
SUBDIVISION _____

STREET ADDRESS OF PROPERTY: _____

TYPE OF PROPERTY(S): SINGLE-FAMILY RESIDENTIAL
 MULTI-FAMILY RESIDENTIAL
 COMMERCIAL SITE
 INDUSTRIAL SITE
 SCHOOL SITE
 PARKS / OPEN SPACE

APPLICANT: _____

SIGNATURE: _____

COMPANY NAME: _____

ADDRESS: _____

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

STATE REASON: _____

ATTACHED SUPPORTING DOCUMENTATION YES NO

PROPERTY OWNER SIGNATURE: _____

DATE: _____

TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT

APPROVED YES NO

IF NO, REASON: _____

APPLICATION NO. _____

REUNION METROPOLITAN DISTRICT

BY: _____

TITLE: _____

DATE: _____

SEND APPLICATION TO:

JR ENGINEERING
ATTN: AARON CLUTTER
7200 SOUTH ALTON WAY
SUITE C400
CENTENNIAL, COLORADO 80112
aclutter@jrengineering.com

APPENDIX D

PROCEDURAL SUMMARY FOR MAIN TRUNK UNDERDRAIN CONTRACTOR

1. Contractor schedules a pre-construction meeting. 10.3.5(b)

- a. The Contractor for the Applicant engaged to build all or a portion of the Builder Underdrain shall schedule a pre-construction meeting with the District representative prior to the start of any construction.

2. Material Submittals 10.5.10(b)

- a. Submittals for the Underdrain System must be approved by District Representative prior to procurement.

3. Inspections (10.5.10)

- a. The District shall have access to all portions of the District Underdrain System for the purpose of verifying, as necessary, that District Construction Standards have been met during any point during its construction.

4. Initial Acceptance

- a. System cleaning, video inspection, and an onsite punchlist walk is required to be completed and subject to District approval **prior to any asphalt pavement** over the underdrain system. The District reserves the right to issue a Stop Work Order when in violation. Upon written notice of Initial Acceptance, asphalt paving may commence and the start of the Warranty Period may begin.

5. Final Acceptance

- a. Final Acceptance requires the following to be completed, received, and approved by the District as set forth in Section 10.5.11.
 - i. Record or As-built Drawings
 - ii. Lien Waivers and Indemnifications
 - iii. All testing results
 - iv. Executed Bill of Sale
 - v. Written Certification of all lot underdrain connections
 - vi. Additional television inspections and cleaning
 - vii. Completed punchlist from Final Acceptance walk

DISTRICT UNDERDRAIN CONTACTS

JR Engineering
7200 S. Alton Way Ste. C400
Centennial, CO 80112

ATTN: J. Tim Graf
tgraf@jrengineering.com
303-267-6184

ATTN: Reed Tanasovich
rtanasovich@jrengineering.com
303-267-6258

APPENDIX E

PROCEDURAL SUMMARY FOR LOT OWNER/HOMEBUILDER/DEVELOPER

1. Complete and submit Application for Connection (Appendix A) OR Request for Variance (Appendix C).

- a. All Builders or Lot Owners within the District Service Area shall make application to the District for an Underdrain Connection or Variance Request.
- b. Multiple tracts can be included in a single application.
- c. Issuance of a Connection Permit shall be a condition of issuance of a Building Permit by Commerce City.

2. Connection to the service stub

- a. Once application is approved and connection permit is received, connection can be made to the service stub at the Right-of-Way.
- b. Connections to be made in accordance with Underdrain Detail U-7.
- c. The underdrain service lateral shall be white colored PVC, no exceptions.
- d. Connections may, at any time, be inspected by a District Representative to ensure compliance to these specifications.

3. Video inspection of each service lateral

- a. CCTV videos to be submitted to District Representative for review and acceptance.
 - i. Videos must be labeled or titled to easily identify which tract or address it belongs to.
 - ii. Videos must clearly show each point of connection from foundation to main.
 - iii. Lateral must be free of dirt and debris.
- b. Subject to repair, cleaning and/or re-inspection at the District's discretion
- c. Issuance of Acceptance shall be a condition of issuance of a Certificate of Occupancy by Commerce City.

DISTRICT UNDERDRAIN CONTACTS

JR Engineering
7200 S. Alton Way Ste. C400
Centennial, CO 80112

ATTN: J. Tim Graf
tgraf@jrengineering.com
303-267-6184

ATTN: Reed Tanasovich
rtanasovich@jrengineering.com
303-267-6258

APPENDIX F

LOT SERVICE UNDERDRAIN CONNECTION LOG

APPENDIX G

UNDERDRAIN ACCEPTANCE FORM

REUNION METROPOLITAN DISTRICT
UNDERDRAIN ACCEPTANCE FORM
FOR DISTRICT UNDERDRAIN SYSTEM

PROPERTY OWNER: _____

LEGAL ADDRESS OF PROPERTY: FILING NO. _____, LOT NO. _____, BLOCK NO. _____,

(g) SUBDIVISION

STREET ADDRESS OF PROPERTY: _____

TOTAL LINEAR FOOTAGE UNDERDRAIN INSTALLED: _____

TOTAL COST OF CONSTRUCTION OF UNDERDRAIN SYSTEM: _____

AS BUILT DRAWINGS SUBMITTED TO DISTRICT

Date

TELEVISION INSPECTION VIDEO SUBMITTED TO DISTRICT

Date

TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT

START OF WARRANTY PERIOD

Date

Termination (Subject to Final Acceptance)

ACCEPTANCE BY DISTRICT

Printed Name

Signature

Date

EXHIBIT D

Pool Rules and Regulations



Pool Rules and Regulations

1. Check-in as resident or sign-in as guest with resident, as you enter the pool area.
2. No running.
3. No glass containers.
4. No diving in shallow areas.
5. No hanging on lane lines or depth dividers.
6. Obey the lifeguards at all times.
7. No pushing or dunking.
8. Children not toilet trained must wear a swim diaper while in the pools. NO PLASTIC DIAPERS are permitted.
9. Floating toys, rafts, rings, tubes, and boards are allowed if not detrimental to safety and may be prohibited at the discretion of the lifeguards.
10. Children of non-swimming ability must be in direct contact with an adult in the water when using flotation devices.
11. Hard balls, such as tennis balls and footballs, are not permitted in the pool area.
12. Children 10 and under must be accompanied by a person, 14 years of age or older, to enter the pool area.
13. Animals are not allowed in the pool area or to be left tethered unattended at any time.
14. Proper swim attire required – swim suits only.
15. Foul, abusive, or excessively loud language will not be permitted.
16. Bicycles, skateboards, scooters, etc., are not permitted in the pool area. Roller blades must be removed before entering the pool area.
17. Food is not permitted in or near the swimming pools – only at the supplied tables. Trash must be disposed of in waste receptacles.
18. No gum is permitted in the pool area.
19. Smoking and/or tobacco products and alcohol are not permitted in the pool area.
20. During pool hours, the pool will be cleared every hour for a 15 minute period.
21. All users of the pool shall be responsible for damage to property of the Association caused by their family and/or guests.
22. A Swim test will be conducted on all children under the age of 12.
23. Children who pass the swim test will be marked appropriately.

24. Pool will be closed when air temperature is 65 degrees Fahrenheit and below, or when lightening is spotted.
25. All attendants reserve the right to remove anyone from the pool area who does not comply with the pool rules and regulations.
26. No running, showing off, dunking, rough play, or excessive noise is allowed in the pool or locker room area.
27. Please observe the directions and instructions of attendant(s) at all times.

Failure to abide by these rules will result in suspension/revocation of pool privileges.

EXHIBIT E

**2023 Budget
2023 Amended Budget
2023 Second Amended Budget**

REUNION METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2023

**REUNION METROPOLITAN DISTRICT
SUMMARY
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/2023

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 6,293,311	\$ 14,543,206	\$ 11,412,816
REVENUES			
Intergovernmental revenues	5,076,948	6,668,158	6,464,851
Interest income	1,611	149,000	150,100
Development fees	5,301,512	1,649,375	656,250
Developer advance	14,505,459	3,061,949	654,715
Recreation center revenue, net	1,386,235	1,202,674	1,347,800
HOA revenue, net	105,298	418,082	12,000
Miscellaneous income	141,906	62,865	15,000
Transfer from NRMD 3	7,561,295	4,451,000	-
Cost reimbursements	-	699,814	5,201,000
Bond proceeds - Series 2017	-	5,000,000	-
Bond proceeds - Series 2021A	44,425,000	-	-
Bond proceeds - Series 2021B	10,135,000	-	-
Enterprise revenues	4,255,766	-	4,766,335
Total revenues	<u>92,896,030</u>	<u>23,362,917</u>	<u>19,268,051</u>
TRANSFERS IN	<u>1,709,016</u>	<u>255,481</u>	<u>-</u>
Total funds available	<u>100,898,357</u>	<u>38,161,604</u>	<u>30,680,867</u>
EXPENDITURES			
General government			
General & administration	310,671	336,782	342,250
Intergovernmental	564,191	205,683	34,972
Operations			
District property management	2,231,491	2,782,508	3,628,405
Recreation center operations	1,028,579	1,505,126	1,743,039
HOA operations	251,314	314,653	331,930
Debt Service	1,085,904	4,413,618	2,317,780
Capital Projects	17,808,134	14,395,375	10,870,000
Enterprise	61,365,851	2,475,656	2,535,644
Total expenditures	<u>84,646,135</u>	<u>26,429,401</u>	<u>21,804,020</u>
TRANSFERS OUT	<u>1,709,016</u>	<u>319,388</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>86,355,151</u>	<u>26,748,789</u>	<u>21,804,020</u>
ENDING FUND BALANCES	<u>\$ 14,543,206</u>	<u>\$ 11,412,816</u>	<u>\$ 8,876,846</u>
STERLING DUET RESERVE	\$ 21,124	\$ 64,124	\$ 128,004
REUNION RIDGE F1 RESERVE	-	20,000	54,646
CARRIAGE HOME RESERVE	142,169	189,617	226,597
2021 RESERVE FUND	3,341,906	3,341,906	3,341,906
2021 SURPLUS FUND	4,243,860	1,833,204	4,179,895
TOTAL RESERVES	<u>\$ 7,749,059</u>	<u>\$ 5,448,851</u>	<u>\$ 7,931,048</u>

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

	1/20/2023		
	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
ASSESSED VALUATION			
Adams County			
State assessed	\$ 80	\$ 14,940	\$ 330
Agricultural	20	20	20
Personal property	1,550	284,350	7,680
Certified Assessed Value	\$ 1,650	\$ 299,310	\$ 8,030
 MILL LEVY			
General	0.000	0.000	0.000
Total mill levy	0.000	0.000	0.000
 PROPERTY TAXES			
General	\$ -	\$ -	\$ -
Levied property taxes	-	-	-
Budgeted property taxes	\$ -	\$ -	\$ -
 BUDGETED PROPERTY TAXES			
General	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND SUMMARY
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

	1/20/2023		
	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 456,347	\$ 687,778	\$ 613,418
REVENUES			
MLEPA Payment - NR1MD	1,732,483	1,667,247	1,647,911
MLEPA Payment - NR2MD	820,725	883,862	1,072,083
MLEPA Payment - NR3MD	10,852	193,761	726,479
MLEPA Payment - NR4MD	522	6,794	1,813
District operating fees (\$8/month)	-	-	333,600
Alleyway costs reimbursement (NRMD1 sub-district)	3,000	3,000	3,000
Carriage Homes (NRMD1 sub-district)	37,375	37,440	37,440
Carriage Homes (NRMD2 sub-district)	176,632	190,008	189,540
Sterling duet fees (F36)	21,124	78,000	113,880
Reunion Ridge F1 Fees (NRMD3)	-	35,000	50,000
Interest income	61	11,000	8,000
Miscellaneous income	8,042	1,000	10,000
Total revenues	2,810,816	3,107,112	4,193,746
Total funds available	3,267,163	3,794,890	4,807,164
EXPENDITURES (see detail)			
General government			
General & administration	310,671	336,782	342,250
Intergovernmental	37,223	62,183	34,972
Operations			
District property management	2,231,491	2,782,508	3,628,405
Total expenditures	2,579,385	3,181,473	4,005,627
Total expenditures and transfers out requiring appropriation	2,579,385	3,181,473	4,005,627
ENDING FUND BALANCES	\$ 687,778	\$ 613,418	\$ 801,537
STERLING DUET RESERVE	\$ 21,124	\$ 64,124	\$ 128,004
REUNION RIDGE F1 RESERVE	-	20,000	54,646
CARRIAGE HOME RESERVE	142,169	189,617	226,597
AVAILABLE FOR OPERATIONS	524,485	339,677	392,290
TOTAL RESERVE	\$ 687,778	\$ 613,418	\$ 801,537

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/2023

Account	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
GENERAL & ADMINISTRATION			
MISCELLANEOUS OUTSIDE SERVICES	\$ 1,865	\$ 1,000	\$ 1,500
PRINT AND COPY	4,773	3,000	3,500
MISCELLANEOUS EXPENSE	1,530	500	2,000
COMPUTER SUPPLIES AND EQUIPMENT	29	250	2,000
IT MANAGEMENT SERVICES	18,621	7,000	7,000
ELECTIONS	-	12,653	5,000
MEMBERSHIP / PROFESSIONAL ASSOCIATIONS	1,238	1,237	1,500
LEGAL SERVICES	85,526	112,000	100,000
OFFICE SUPPLIES	156	750	750
ACCOUNTING	73,561	83,500	96,000
AUDIT	9,500	10,500	11,500
DISTRICT MANAGEMENT	88,069	72,000	76,500
INSURANCE	23,394	27,392	30,000
EMPLOYEE RELATIONS	2,409	5,000	5,000
Total general and administration	\$ 310,671	\$ 336,782	\$ 342,250

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/2023

Account	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
INTERGOVERNMENTAL			
NRMD NO. 1 DIRECT COSTS			
Audit	\$ 5,000	\$ 5,500	\$ -
FICA Expense	153	99	-
Director Fees	2,000	1,900	-
Dues and Membership	1,238	1,238	-
Insurance	4,592	3,877	-
Legal Services	1,656	-	-
Miscellaneous	-	36	-
Election Expense	-	30,265	-
Total NRMD No. 1	14,639	42,915	-
NRMD NO. 2 DIRECT COSTS			
Audit	2,900	-	-
FICA Expense	92	-	-
Director Fees	1,200	-	-
Dues and Membership	892	-	-
Insurance	4,736	4,244	-
Legal Services	1,157	-	-
Miscellaneous	23	34	-
Election Expense	-	1,724	-
Total NRMD No. 2	11,000	6,002	-
NRMD NO. 3 DIRECT COSTS			
Audit	4,000	4,800	5,200
Director Fees	-	-	900
FICA Expense	-	-	72
Election Expense	-	1,579	15,000
Dues and Membership	281	455	1,000
Legal Services	1,037	-	3,000
Insurance	3,020	2,572	3,500
Miscellaneous	-	33	100
Total NRMD No. 3	8,338	9,439	28,772
NRMD NO. 4 DIRECT COSTS			
Election Expense	-	1,019	2,000
Dues and Membership	226	236	300
Legal Services	-	-	500
Insurance	3,020	2,572	3,400
Total NRMD No. 4	3,246	3,827	6,200
Total North Range Districts Nos. 1-4	\$ 37,223	\$ 62,183	\$ 34,972

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/2023

Account	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
DISTRICT PROPERTY MAINTENANCE			
OPERATIONS MANAGEMENT			
Wages	\$ 315,182	\$ 375,000	\$ 465,000
Payroll expense	68,487	95,000	139,500
FICA Expense	25,252	28,688	35,573
Unemployment expenses	680	1,500	2,325
Employer match deferred comp	5,513	5,300	8,138
Training	1,259	4,000	6,000
Uniforms	3,904	3,900	4,500
Operating supplies	15,694	6,000	16,000
Communication	1,918	3,500	3,675
Miscellaneous outside services	17,647	40,000	45,000
Auto reimbursement	-	-	1,000
Lighting	8,815	24,000	25,000
Total operations management	<u>464,351</u>	<u>586,888</u>	<u>751,711</u>
IRRIGATION			
Operating Supplies	30,657	60,000	65,000
Gas and fuel	11,246	11,000	13,000
Communication	-	23,000	25,000
Repair services	33,886	20,000	30,000
Electricity	29,898	32,000	44,000
Water and sewer	573,151	750,000	945,000
Total irrigation operations	<u>678,838</u>	<u>896,000</u>	<u>1,122,000</u>
LANDSCAPE MAINTENANCE			
Operating supplies	9,102	11,000	11,000
Miscellaneous outside services	70,580	56,000	70,000
Contract maintenance	361,652	393,000	432,000
Fertilizer	59,517	70,000	73,500
Equipment rental	7,501	16,500	16,500
Tree Care / maintenance	100,092	120,000	130,000
Sub-district maintenance - Carriage Homes	188,084	180,000	190,000
Reunion Ridge F1 maintenance	-	15,000	15,000
Sterling Duet maintenance	-	35,000	50,000
Mulch maintenance program	84,000	84,000	90,000
Landscape enhancements	-	-	60,000
Total landscape maintenance	<u>880,528</u>	<u>980,500</u>	<u>1,138,000</u>
MISCELLANEOUS			
Snow removal	10,223	6,000	6,000
Snow removal - alley	2,032	3,000	3,000
Rodent control	4,377	4,000	8,500
Maintenance - Drainage, Channels, Ponds, Pipes	135,951	-	-
Waste water maintenance	540	850	900
Reserve study	-	-	5,000
Snow removal - equipment rental	-	-	6,300
Fence repair	21	8,400	5,000
Equipment purchase/projects/lease	48,445	35,000	58,000
Equipment repairs	-	15,000	15,000
Stormwater facilities maintenance	-	130,000	287,280
Underdrain maintenance	-	111,870	211,714
Total miscellaneous	<u>201,589</u>	<u>314,120</u>	<u>606,694</u>
PLAYGROUND/PARK PAVILION			
Playground supplies	6,185	5,000	10,000
Total Playground Operations	<u>6,185</u>	<u>5,000</u>	<u>10,000</u>
Total District Property Management	\$ 2,231,491	\$ 2,782,508	\$ 3,628,405

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND- RECREATION SUMMARY
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

	1/20/2023		
	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 640,104	\$ 1,005,190	\$ 730,164
REVENUES			
Recreation fees	1,275,153	1,074,674	1,162,800
(Allowance for fees not collected)	-	-	(5,000)
Recreation fees, other	8,194	28,000	15,000
Program fees	102,888	100,000	175,000
Interest income	83	5,000	5,900
Miscellaneous income	7,347	22,426	5,000
Total revenues	1,393,665	1,230,100	1,358,700
Total funds available	2,033,769	2,235,290	2,088,864
EXPENDITURES (see detail)			
Recreation Center operations	596,215	817,475	1,083,517
Pool operations	202,179	281,091	429,172
Recreation programs	116,026	105,190	169,500
Concession building	10,779	10,720	19,250
Reunion coffee house	15,747	15,650	41,600
Recreation amenities	87,633	275,000	-
Total expenditures	1,028,579	1,505,126	1,743,039
Total expenditures and transfers out requiring appropriation	1,028,579	1,505,126	1,743,039
ENDING FUND BALANCES	1,005,190	730,164	345,825
LESS: REPLACEMENT RESERVE - FFE	(25,000)	(25,000)	(25,000)
LESS: REPLACEMENT RESERVE - MECHANICAL	(25,000)	(25,000)	(25,000)
LESS: RECEIVABLES - NONSPENDABLE	(39,719)	(25,000)	(25,000)
NET FUND BALANCE	\$ 915,471	\$ 655,164	\$ 270,825

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND - RECREATION
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/2023

Account	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
RECREATION CENTER OPERATIONS			
Wages	\$ 241,230	\$ 250,000	\$ -
Payroll expense	39,494	45,000	-
FICA expense	19,425	20,000	-
Unemployment expenses	535	1,000	-
Employer match deferred comp	5,051	3,100	-
Training	1,041	400	500
Uniforms	-	2,600	3,000
Operating supplies	10,688	12,000	14,000
Communication	625	450	2,000
Repair services	161	1,000	13,200
Miscellaneous outside services	13,916	18,500	13,000
Auto Reimbursement	823	468	15,000
Contract maintenance	12,513	148,600	506,000
Electricity	27,961	26,000	35,000
Water and Sewer	4,718	5,000	12,000
Phone charges	1,181	4,320	3,000
Equipment rental	-	-	1,000
Janitorial services	-	6,000	17,400
Natural gas	14,591	25,000	30,000
Print and copy	1,386	3,000	3,000
Conferences	-	-	2,000
Miscellaneous expense	-	1,000	500
Computer supplies and equipment	1,455	7,500	2,000
Postage	-	-	200
Membership	250	250	250
Office supplies	-	200	200
Accounting	26,453	30,076	34,587
District Management	22,708	71,018	76,500
Community Events	29,232	22,500	30,000
Insurance	24,909	28,083	31,000
Bad debt expense	159	-	500
Replacement program	18,952	-	160,000
Reserve study	-	-	5,000
Major repair	-	-	5,000
Fitness Equipment	49,162	52,000	36,900
Cable and satellite	1,680	2,500	2,700
Internet Charges	9,484	12,000	10,500
Pest control	2,580	2,580	2,580
Waste removal	9,688	7,000	10,000
Website management	4,164	8,330	5,000
Total Recreation Center Operations	\$ 596,215	\$ 817,475	\$ 1,083,517
REUNION PARK CONCESSION BLDG			
Operating supplies	\$ -	\$ 500	\$ 500
Repair services	-	-	1,500
Miscellaneous outside services	-	-	1,000
Electricity	1,974	2,000	2,800
Water and Sewer	6,591	7,500	7,500
Natural gas	1,494	-	5,000
Pest control	720	720	950
Total Reunion Park Concession Building	\$ 10,779	\$ 10,720	\$ 19,250

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND - RECREATION
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/2023

Account	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
POOL OPERATIONS - REUNION PARK			
5000 Wages	5,253	10,764	-
5020 FICA expense	403	817	-
5030 Unemployment expenses	19	43	-
5070 Uniforms	-	-	-
5080 Operating supplies	307	477	5,000
5110 Repair services	6,729	2,500	10,000
5140 Contract maintenance	70,410	111,030	157,251
5150 Electricity	6,968	7,500	10,000
5160 Water and sewer	3,410	4,500	9,000
5430 Lighting	-	-	-
5355 Waste water maintenance	-	-	-
5590 Chemicals	3,992	7,000	7,000
5670 Replacement Program	282	-	25,000
5710 Major Repair	-	-	20,000
Total pool operations	\$ 97,773	\$ 144,631	\$ 243,251
POOL OPERATIONS - SOUTHLAWN			
5000 Wages	\$ 6,725	10,764	\$ -
5020 FICA expense	516	817	-
5030 Unemployment expenses	25	43	-
5070 Uniforms	-	-	-
5080 Operating supplies	3,530	500	5,000
5110 Repair services	12,017	1,000	5,000
5140 Contract maintenance	69,967	90,600	132,421
5150 Electricity	5,484	4,500	7,500
5160 Water and sewer	3,755	4,300	9,000
5240 Natural gas	47	4,000	5,000
5430 Lighting	-	-	-
5355 Waste water maintenance	-	-	-
5590 Chemicals	1,618	7,000	8,000
5730 Equipment purchase	-	12,936	14,000
5750 Internet charges	722	-	-
Total pool operations	\$ 104,406	\$ 136,460	\$ 185,921
RECREATION PROGRAMS			
5000 Wages	56,332	29,233	-
5010 Payroll expense	11,788	5,243	-
5020 FICA expense	4,542	2,233	-
5030 Unemployment expenses	121	111	-
5040 Employer match deferred comp	1,020	380	-
5060 Training	-	-	2,500
5070 Uniforms	-	-	8,000
5080 Operating supplies	-	2,000	3,000
5100 Communication	625	500	1,000
5110 Repair services	-	-	-
5140 Contract maintenance	-	-	124,000
5300 Miscellaneous expense	-	-	-
5350 Membership	-	-	-
5560 Adult program - contract	4,065	3,300	4,000
5730 Equipment purchase	-	-	4,000
6110 Youth program - contract	25,026	45,000	23,000
6130 Youth sports - basketball	-	6,856	-
6150 Youth sports - CARA volleyball	1,283	2,611	-
6200 Youth sports - soccer	5,798	4,271	-
6210 Youth sports - t-ball	5,426	3,452	-
Total recreation programs	\$ 116,026	\$ 105,190	\$ 169,500
COFFEE HOUSE			
5080 Operating supplies	66	-	500
5140 Contract maintenance	5,234	3,500	2,500
5150 Electricity	9,317	9,000	10,000
5240 Natural gas	568	1,400	1,500
5300 Miscellaneous expense	562	500	500
5110 Repair services	-	250	10,000
5670 Replacement program	-	-	15,000
5211 Equipment rental	-	-	1,000
5710 Major repair	-	-	-
5760 Pest control	-	1,000	600
Total coffee house	\$ 15,747	\$ 15,650	\$ 41,600

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND - HOA SUMMARY
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

	1/20/2023		
	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
FUND BALANCE - BEGINNING	\$ 524,887	\$ 378,937	\$ 483,366
REVENUES			
Assessment	-	301,664	-
AR processing fee	39,248	55,530	15,000
HOA other fees	-	-	2,000
Violations, penalties, other (Allowance for fees not collected)	37,688	35,000	5,000
Legal fees reimbursement	-	-	(15,000)
Interest income	28,362	25,888	5,000
Interest income	66	1,000	8,200
Total revenues	105,364	419,082	20,200
Total funds available	630,251	798,019	503,566
EXPENDITURES (see detail)			
HOA operations	251,314	314,653	331,930
Total expenditures	251,314	314,653	331,930
Total expenditures and transfers out requiring appropriation	251,314	314,653	331,930
FUND BALANCE - ENDING	378,937	483,366	171,636
LESS: RECEIVABLES - NONSPENDABLE	(30,142)	(50,000)	(50,000)
SPENDABLE FUND BALANCE	\$ 348,795	\$ 433,366	\$ 121,636

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND- HOA
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/2023

Account	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
HOA OPERATIONS			
5300 Miscellaneous	\$ 26,155	\$ 10,000	\$ 20,000
5360 Legal services	25,947	28,000	35,000
5400 Accounting	18,960	21,500	24,725
5430 Lighting	-	-	-
5440 Community events	145	22,500	30,000
5450 District management	11,355	15,800	20,000
5470 Insurance	12,143	13,153	14,205
5500 HOA management contract	127,057	155,000	165,000
5510 HOA AR processing fee	28,867	48,000	21,000
5515 Bad debt expense	-	-	500
5780 Website management	685	700	1,500
Total HOA operations	\$ 251,314	\$ 314,653	\$ 331,930

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
DEBT SERVICE FUND
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

	1/20/2023		
	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 1	\$ 623,127	\$ 33,062
REVENUES			
Interest income	14	15,000	10,000
MLEPA payment from NR1MD	-	3,553,072	2,287,002
Total revenues	14	3,568,072	2,297,002
TRANSFERS IN	1,709,016	255,481	-
Total funds available	1,709,031	4,446,680	2,330,064
EXPENDITURES			
Bond principal	-	1,993,000	1,560,000
Bond interest	1,082,404	2,417,118	754,280
Paying agent/ Trustee fees	3,500	3,500	3,500
Total expenditures	1,085,904	4,413,618	2,317,780
Total expenditures and transfers out requiring appropriation	1,085,904	4,413,618	2,317,780
ENDING FUND BALANCES	\$ 623,127	\$ 33,062	\$ 12,284

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31**

	1/20/2023		
	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
FUND BALANCE - BEGINNING	\$ 4,671,972	\$ 4,262,408	\$ 4,377,696
REVENUES			
System Development fees NR2	250,625	179,375	-
System Development fees NR3	2,706,875	1,470,000	656,250
Intergovernmental - Commerce City:			
Impact fees NR2	67,317	-	-
Impact fees NR3	571,604	-	-
Sales/Use tax/Permit fees	1,705,091	-	-
MLEPA payment from NR1MD	2,272,980	-	-
MLEPA payment from NR4MD	1,255	19,974	2,103
Bond proceeds - Series 2017	-	5,000,000	-
Developer advance	4,370,459	3,061,949	654,715
Cost reimb - South Adams County W&S	-	399,814	-
Cost reimb - Commerce City	-	-	2,490,000
Cost reimb - Reunion Center MD	-	-	270,000
Cost reimb - Reunion Ridge MD	-	175,000	2,398,000
Cost reimb - Reunion Village MD	-	125,000	43,000
Transfer from NRMD3	7,561,295	4,451,000	-
Miscellaneous income	126,517	39,439	-
Interest income	536	52,000	2,000
Total revenues	<u>19,634,554</u>	<u>14,973,551</u>	<u>6,516,068</u>
Total funds available	<u>24,306,526</u>	<u>19,235,959</u>	<u>10,893,764</u>
EXPENDITURES			
Intergovernmental - SDFs to NR2	199,500	143,500	-
Intergovernmental - Impact fees NR2	67,317	-	-
Intergovernmental - Sales tax NR2	260,151	-	-
Intergovernmental - SDFs to NR3	1,721,400	957,600	427,500
Legal	25,601	50,000	30,000
Accounting	13,110	28,000	25,000
District management	1,106	2,000	5,000
Developer advance repayment	100,000	4,451,000	-
Capital outlay			
Priority Projects			
Filing 34 Infrastructure	18,099	-	-
Filing 34 Landscape	-	1,929,388	-
10A/B/104th Ave Landscape(F35)	74,223	-	-
Walden Street/104th traffic signal	558,336	299,943	-
Filing 26A Landscape	11,265	144	-
Filing 36 Landscape	1,295	727,300	-
Southlawn Pool	12,949	-	-
Altura Street (104th to 106th Ave)	-	20,000	3,250,000
Engineering	106,279	30,000	-
Second Creek Crossing - O'Brian Canal/Pond	101,159	35,000	-
Reunion Village 7-B & 7-E	87,021	5,000	-
Reunion Ridge Filing 1	9,035,659	300,000	-
Reunion Ridge Filing 1 Landscape	1,581,338	2,930,000	79,827
112th Ave/Chambers/Parkside	629,729	115,000	300,000
112th Ave/Parkside/Tower	5,520	-	-
112th Ave/Potomac/Chambers	25,000	-	-
Chambers Road (106th to 112th)	166,736	475,000	6,225,000
Mobile Street (Village 7)	3,997	-	-
Filing 27 landscape	7,855	40,000	-
Filing 37 Landscape	733,150	1,350,000	78,500
Filing 38 Infrastructure	2,010,936	650,000	12,307
High Plains Pkwy	-	-	220,000
Filing #2 Infrastructure (Biscay and 100th Ave)	-	-	-
Contingency	-	-	156,866
Water system fees	776,371	-	-
Fencing	-	-	60,000
Total expenditures	<u>18,335,102</u>	<u>14,538,875</u>	<u>10,870,000</u>
TRANSFERS OUT	<u>1,709,016</u>	<u>319,388</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>20,044,118</u>	<u>14,858,263</u>	<u>10,870,000</u>
FUND BALANCE - ENDING	<u>\$ 4,262,408</u>	<u>\$ 4,377,696</u>	<u>\$ 23,764</u>
NRMD 4 MLEPA RESERVE	<u>\$ 1,687</u>	<u>\$ 21,661</u>	<u>\$ 23,764</u>

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
ENTERPRISE FUND
2023 BUDGET
WITH 2023 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

	1/20/2023		
	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ -	\$ 7,585,766	\$ 5,175,110
REVENUES			
Bond proceeds - Series 2021A	44,425,000	-	-
Bond proceeds - Series 2021B	10,135,000	-	-
Developer advance	10,135,000	-	-
Administrative fee	2,600	-	2,600
ERU building credits	3,479,595	-	3,803,655
ERU irrigation credits	773,571	-	960,080
Interest income	851	65,000	116,000
Total revenues	68,951,617	65,000	4,882,335
Total funds available	68,951,617	7,650,766	10,057,445
EXPENDITURES			
ERU admin fee	5,000	10,250	10,506
Cost of issuance	3,721,596	-	-
Administrative and filing fees	7,757	10,000	10,000
Bond interest - series 2021A	675,476	1,610,406	1,580,138
Bond principal - series 2021A	-	835,000	925,000
Trustee fees	-	10,000	10,000
Developer repayment	10,135,000	-	-
ERU credits purchase	46,821,022	-	-
Total expenditures	61,365,851	2,475,656	2,535,644
Total expenditures and transfers out requiring appropriation	61,365,851	2,475,656	2,535,644
ENDING FUND BALANCES	\$ 7,585,766	\$ 5,175,110	\$ 7,521,801
RESERVE FUND	\$ 3,341,906	\$ 3,341,906	\$ 3,341,906
SURPLUS FUND	4,243,860	1,833,204	4,179,895
TOTAL RESERVE	\$ 7,585,766	\$ 5,175,110	\$ 7,521,801

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Reunion Metropolitan District (the “District”), a quasi-municipal corporation and political subdivision of the State of Colorado was organized by Court Order and Decree of the District Court and is governed pursuant to provisions of the Colorado Special District Act, Title 32, Article I, Colorado Revised Statutes. The District was organized in conjunction with North Range Metropolitan Districts No. 1, 2, 3, 4, and 5 (collectively “NRMD’s”). The District and the NRMD’s have entered into intergovernmental agreements whereby Reunion provides the construction for street improvements, storm drainage improvements, safety protection facilities, parks and recreation facilities and water and wastewater improvements. The service plan anticipates that the District will be responsible for managing the construction, operation, and maintenance of such improvements and facilities and that the NRMD’s will provide the necessary funding to the District.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 1.50%.

Development Fees

The District has established a development fee that is to be imposed on new residential and non-residential (commercial and industrial) development within the NRMDs. The system development fee is designed to recover a portion of the estimated costs of the construction of street improvements, storm drainage facilities, parks, trails and street landscaping and water and wastewater infrastructure costs as found in the District's Facility Plan. Residential development fees are as follows:

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

<u>Multi Family</u>	<u>Lot Size</u>
\$ 3,750	Per Dwelling

The required system development fee is based upon the needs identified in a comprehensive planning document called the Facility Plan that identifies the capital improvements described above.

**REUNION METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

Recreation Center Revenue

The District imposes a monthly recreation fee on all occupied residential properties within the boundaries of the District and the NRMDs in order to provide for the operating needs of the recreation center. The monthly fee for 2023 is \$28.50 per household and the District has provided an allowance for doubtful collections. Additionally, the recreation center puts on numerous programs throughout the year and charges for these programs in order to offset the costs of organizing and administering such programs.

HOA Revenue

The District, by agreement, assumed operational control and responsibility for the Reunion Homeowners' Association (HOA). The annual HOA fee for 2023 is \$8.00 and the District has provided an allowance for doubtful collections. This fee is established by the District on behalf of the Reunion HOA Board and imposed to pay for the expenditures associated with the HOA. For 2023, this fee was reallocated to the General Fund by creating a general obligation fee in the same amount.

Sterling Duet Fees

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

Reunion Ridge Filing 1 Fees

The District imposes a monthly maintenance fee of \$109.50 per quarter on all occupied residential properties within the boundaries of Reunion Ridge Filing 1 in order to fund the service costs of the filing. Carriage homes within Filing 1 also pay an additional \$65 per month.

MLEPA Payments from North Range Districts

On June 3, 2016, and as amended on May 1, 2017, the District entered into a Mill Levy Equalization and Pledge Agreement (MLEPA) with North Range District Nos. 1, 2, 3 and 4 (collectively, the "MLEPA Districts" and individually, a "MLEPA District") in order to promote the integrated plan of development set forth in the Service Plans for the MLEPA Districts. The MLEPA is intended to ensure an equitable allocation among the MLEPA Districts of the costs of acquiring, installing, constructing, designing, administering, financing, operating, and maintaining streets, water, sanitation and various other public improvements (collectively, the "Public Improvements") and services, as well as covenant enforcement services within Reunion.

Pursuant to the MLEPA, each applicable North Range District agrees to impose an Equalization Mill Levy consisting of the Debt Service Mill Levy plus the Operations and Maintenance Mill Levy in order to pay the Developer Debt, the Senior Bonds, the Reunion Debt and the operations and maintenance costs of the Districts. The MLEPA generally defines the term "Developer Debt" as (i) amounts owed to the Developer by any applicable North Range District for advancing of guaranty payments on the Senior Bonds, for the provision of Public Improvements or for advancing of amounts to fund operations shortfalls and (ii) any other repayment obligation incurred by the MLEPA Districts in connection with advances made by the Developer to the MLEPA Districts for the purpose of paying the costs of designing, acquiring, installing, and constructing the Public Improvements or paying the operations and maintenance costs of the MLEPA Districts.

**REUNION METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

MLEPA Payments from North Range Districts – (continued)

The MLEPA generally defines the term “Senior Bonds” as all bonds issued by the North Range Districts, now or in the future, which bonds shall be senior to any obligations of the North Range Districts under the MLEPA. The term “Reunion Debt” generally means all bonds, agreements or other financial obligations issued or incurred by Reunion or assumed by Reunion from any North Range District, specifically including the 2017 Reunion Bonds.

Enterprise - ERU Credits Revenue

RMD/ERU Water Credits are rights conveyed to the Issuer pursuant to the ERU Purchase Agreement and are comprised of the RMD/ERU Building Credits and the RMD/ERU Irrigation Credits. The Water Credit Fees are set forth in the Resolution Concerning the Imposition of ERU Water Credit Fees. Per the resolution, the Water Credit Fees set forth for the RMD/ERU Building Credits are \$9,771 and for the RMD/ERU Irrigation Credits are \$7,197 in 2023.

Expenditures

General Government

General government expenditures included the estimated services necessary to maintain the District’s administrative viability, such as legal, management, accounting, insurance, and meeting expenses. These general government expenditures are incurred not only for Reunion, but also on behalf of the NRMD’s.

Operations

Facilities that are constructed by the District are either turned over to a third party for maintenance (i.e. streets to Commerce City, or water and sewer lines to South Adams County Water and Sanitation District) or maintained by the District (i.e. streets, landscaping, and parks). The budget reflects the District’s operational expenditures in order to maintain those assets not conveyed to other entities.

In addition, the cost of operating and maintaining the Reunion Recreation Center and Homeowners’ Association are also included under this category, although they are accounted for within their respective special revenue funds

Capital Outlay

Anticipated expenditures for capital outlay are reflected in the Capital Projects fund page of the budget.

Intergovernmental

In conjunction with the 2017 bond issuance for NRMD No. 2, the District anticipates transferring certain revenues generated by NRMD No. 2 development to NRMD No. 2 in order to pay the principal and interest on the Bonds. In conjunction with the 2020 bond issuance for NRMD No. 3, the District anticipates transferring certain revenues generated by NRMD No. 3 development to NRMD No. 3 in order to pay the principal and interest on the Bonds.

**REUNION METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures (Continued)

Debt and Leases

On June 30, 2017, the District issued its Series 2017, Subordinate Bonds (Non-rated, Cash-Flow, Fill-up bonds) in the original par amount of \$16,600,000 with the final par being \$21,600,000. The bonds bear interest of 4% and are payable beginning December 15, 2017 based on available cash flow from Excess revenues generated from North Range 1 and North Range 2 development. After the December 15, 2017 payment, no payments will be made on the Bonds until \$10.2 million in Excess revenues have been generated to fund certain capital improvements; payments will resume after thereafter.

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

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

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

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

The District has no operating or capital leases.

**REUNION METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

Emergency Reserve

The District does not provide for Emergency Reserves. The taxing entities of North Range Metropolitan District No. 1, North Range Metropolitan District No. 2, North Range Metropolitan District No. 3, and North Range Metropolitan District No. 4 provide for emergency reserves equal to at least 3% of fiscal year spending, as defined under TABOR.

Debt Service Reserve

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

This information is an integral part of the accompanying budget.

**REUNION METROPOLITAN DISTRICT
SCHEDULE OF ESTIMATED 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**

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 2,280,000	\$ 1,580,138	\$ 3,860,138
2024	4,338,000	1,497,488	5,835,488
2025	4,852,000	1,340,235	6,192,235
2026	6,928,000	1,164,350	8,092,350
2027	8,102,000	913,210	9,015,210
2028	8,994,000	619,513	9,613,513
2029	8,096,000	293,480	8,389,480
	<u>\$ 43,590,000</u>	<u>\$ 7,408,414</u>	<u>\$ 50,998,414</u>

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND SUMMARY
AMENDED 2023 BUDGET SCHEDULE**

7/26/2023

	ORIGINAL BUDGET 2023	ACTUALS 6/30/2023	AMENDED BUDGET 2023
BEGINNING FUND BALANCES	\$ 613,418	\$ 778,176	\$ 778,176
REVENUES			
MLEPA Payment - NR1MD	1,647,911	1,660,013	1,660,013
MLEPA Payment - NR2MD	1,072,083	1,126,747	1,126,747
MLEPA Payment - NR3MD	726,479	610,106	610,106
MLEPA Payment - NR4MD	1,813	1,643	1,643
District operating fees (\$8/month)	333,600	174,774	350,000
Alleyway costs reimbursement (NRMD1 sub-district)	3,000	2,075	2,075
Carriage Homes (NRMD1 sub-district)	37,440	18,720	37,440
Carriage Homes (NRMD2 sub-district)	189,540	96,330	192,660
Sterling duet fees (F36)	113,880	56,458	113,880
Reunion Ridge F1 Fees (NRMD3)	50,000	53,039	105,000
Interest income	8,000	19,100	25,000
Miscellaneous income	10,000	6,432	10,000
Total revenues	4,193,746	3,825,437	4,234,564
Total funds available	4,807,164	4,603,613	5,012,740
EXPENDITURES (see detail)			
General government			
General & administration	342,250	445,417	661,356
Intergovernmental	34,972	27,542	34,972
Operations			
District property management	3,628,405	1,368,331	3,650,147
Total expenditures	4,005,627	1,841,290	4,346,475
Total expenditures and transfers out requiring appropriation	4,005,627	1,841,290	4,346,475
ENDING FUND BALANCES	\$ 801,537	\$ 2,762,323	\$ 666,265
STERLING DUET RESERVE	\$ 128,004	\$ 83,911	\$ 121,333
REUNION RIDGE F1 RESERVE	54,646	41,581	78,542
CARRIAGE HOME RESERVE	226,597	126,206	166,256
AVAILABLE FOR OPERATIONS	392,290	2,510,625	300,134
TOTAL RESERVE	\$ 801,537	\$ 2,762,323	\$ 666,265

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
AMENDED 2023 BUDGET SCHEDULE**

Account	ORIGINAL BUDGET 2023	ACTUALS 6/30/2023	AMENDED BUDGET 2023
GENERAL & ADMINISTRATION			
MISCELLANEOUS OUTSIDE SERVICES	\$ 1,500	\$ -	\$ 1,500
PRINT AND COPY	3,500	1,800	3,500
MISCELLANEOUS EXPENSE	2,000	-	2,000
COMPUTER SUPPLIES AND EQUIPMENT	2,000	3,187	4,500
IT MANAGEMENT SERVICES	7,000	-	7,000
ELECTIONS	5,000	7,583	7,583
MEMBERSHIP / PROFESSIONAL ASSOCIATIONS	1,500	1,237	1,237
LEGAL SERVICES	100,000	57,223	115,000
LEGAL LITIGATION	-	259,609	300,000
OFFICE SUPPLIES	750	-	750
ACCOUNTING	96,000	43,700	96,000
AUDIT	11,500	-	11,500
DISTRICT MANAGEMENT	76,500	38,265	76,500
INSURANCE	30,000	26,783	26,783
EMPLOYEE RELATIONS	5,000	6,030	7,500
BAD DEBT EXPENSES	-	3	3
Total general and administration	\$ 342,250	\$ 445,417	\$ 661,356

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
AMENDED 2023 BUDGET SCHEDULE**

Account	ORIGINAL BUDGET 2023	ACTUALS 6/30/2023	AMENDED BUDGET 2023
INTERGOVERNMENTAL			
NRMD NO. 3 DIRECT COSTS			
Audit	5,200	-	5,200
Director Fees	900	-	900
FICA Expense	72	-	72
Election Expense	15,000	14,692	15,000
Dues and Membership	1,000	779	1,000
Legal Services	3,000	5,907	3,000
Insurance	3,500	2,387	3,500
Miscellaneous	100	31	100
Total NRMD No. 3	28,772	23,796	28,772
NRMD NO. 4 DIRECT COSTS			
Election Expense	2,000	1,131	2,000
Dues and Membership	300	228	300
Legal Services	500	-	500
Insurance	3,400	2,387	3,400
Total NRMD No. 4	6,200	3,746	6,200
Total North Range Districts Nos. 1-4	\$ 34,972	\$ 27,542	\$ 34,972

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
AMENDED 2023 BUDGET SCHEDULE**

Account	ORIGINAL BUDGET 2023	ACTUALS 6/30/2023	AMENDED BUDGET 2023
DISTRICT PROPERTY MAINTENANCE			
OPERATIONS MANAGEMENT			
Wages	\$ 465,000	\$ 192,931	\$ 465,000
Payroll expense	139,500	48,014	120,000
FICA Expense	35,573	15,420	35,573
Unemployment expenses	2,325	630	2,325
Employer match deferred comp	8,138	3,522	8,138
Training	6,000	1,544	6,000
Uniforms	4,500	2,318	4,500
Operating supplies	16,000	309	16,000
Communication	3,675	825	3,675
Miscellaneous outside services	45,000	8,398	45,000
Auto reimbursement	1,000	-	1,000
Lighting	25,000	-	25,000
Total operations management	<u>751,711</u>	<u>273,911</u>	<u>732,211</u>
IRRIGATION			
Operating Supplies	65,000	24,713	65,000
Gas and fuel	13,000	4,186	13,000
Communication	25,000	-	25,000
Repair services	30,000	12,779	30,000
Electricity	44,000	11,460	44,000
Water and sewer	945,000	138,779	945,000
Total irrigation operations	<u>1,122,000</u>	<u>191,917</u>	<u>1,122,000</u>
LANDSCAPE MAINTENANCE			
Operating supplies	11,000	3,637	11,000
Miscellaneous outside services	70,000	30,083	70,000
Contract maintenance	432,000	327,709	510,000
Fertilizer	73,500	30,606	73,500
Equipment rental	16,500	9,452	16,500
Tree Care / maintenance	130,000	98,039	130,000
Sub-district maintenance - Carriage Homes	190,000	178,461	253,461
Reunion Ridge F1 maintenance	15,000	31,104	46,104
Sterling Duet maintenance	50,000	36,671	56,671
Mulch maintenance program	90,000	93,000	93,000
Landscape enhancements	60,000	-	60,000
Total landscape maintenance	<u>1,138,000</u>	<u>838,762</u>	<u>1,320,236</u>
MISCELLANEOUS			
Snow removal	6,000	-	6,000
Snow removal - alley	3,000	149	3,000
Rodent control	8,500	1,468	8,500
Pond Maintenance	-	3,490	8,000
Waste water maintenance	900	-	900
Reserve study	5,000	-	5,000
Snow removal - equipment rental	6,300	2,000	6,300
Fence repair	5,000	514	5,000
Equipment purchase/projects/lease	58,000	6,268	58,000
Equipment repairs	15,000	-	15,000
Stormwater facilities maintenance	287,280	21,377	275,000
Underdrain maintenance	211,714	27,115	75,000
Total miscellaneous	<u>606,694</u>	<u>62,381</u>	<u>465,700</u>
PLAYGROUND/PARK PAVILION			
Playground supplies	10,000	1,360	10,000
Total Playground Operations	<u>10,000</u>	<u>1,360</u>	<u>10,000</u>
Total District Property Management	\$ 3,628,405	\$ 1,368,331	\$ 3,650,147

No assurance provided. See summary of significant assumptions.

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

7/26/2023

	ORIGINAL BUDGET 2023	ACTUALS 6/30/2023	AMENDED BUDGET 2023
BEGINNING FUND BALANCES	\$ 730,164	\$ 1,067,241	\$ 1,067,241
REVENUES			
Recreation fees	1,162,800	622,553	1,245,000
(Allowance for fees not collected)	(5,000)	-	(5,000)
Recreation fees, other	15,000	8,818	15,000
Program fees	175,000	55,971	115,000
Interest income	5,900	18,731	25,000
Miscellaneous income	5,000	168	5,000
Total revenues	1,358,700	706,241	1,400,000
Total funds available	2,088,864	1,773,482	2,467,241
EXPENDITURES (see detail)			
Recreation Center operations	1,083,517	490,828	1,153,915
Pool operations	429,172	138,115	429,172
Recreation programs	169,500	63,788	169,500
Concession building	19,250	4,804	19,250
Reunion coffee house	41,600	11,378	42,800
Recreation amenities	-	90,691	225,000
Total expenditures	1,743,039	799,604	2,039,637
Total expenditures and transfers out requiring appropriation	1,743,039	799,604	2,039,637
ENDING FUND BALANCES	345,825	973,878	427,604
LESS: REPLACEMENT RESERVE - FFE	(25,000)	(25,000)	(25,000)
LESS: REPLACEMENT RESERVE - MECHANICAL	(25,000)	(25,000)	(25,000)
LESS: RECEIVABLES - NONSPENDABLE	(25,000)	(25,000)	(25,000)
NET FUND BALANCE	\$ 270,825	\$ 898,878	\$ 352,604

No assurance provided. See summary of significant assumptions.

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

Account	ORIGINAL BUDGET 2023	ACTUALS 6/30/2023	AMENDED BUDGET 2023
RECREATION CENTER OPERATIONS			
Training	\$ 500	\$ 80	\$ 500
Uniforms	3,000	147	3,000
Operating supplies	14,000	11,031	20,000
Communication	2,000	-	2,000
Repair services	13,200	2,116	13,200
Miscellaneous outside services	13,000	12,669	24,000
Auto Reimbursement	15,000	-	15,000
Contract maintenance	506,000	275,975	506,000
Electricity	35,000	10,095	35,000
Water and Sewer	12,000	3,816	12,000
Phone charges	3,000	976	3,000
Equipment rental	1,000	-	1,000
Janitorial services	17,400	8,925	17,400
Natural gas	30,000	9,768	30,000
Print and copy	3,000	-	3,000
Conferences	2,000	-	2,000
Miscellaneous expense	500	-	500
Computer supplies and equipment	2,000	2,876	4,500
Postage	200	-	200
Membership	250	50	250
Office supplies	200	-	200
Accounting	34,587	15,792	34,587
District Management	76,500	38,265	76,500
Community Events	30,000	19,039	30,000
Insurance	31,000	37,898	37,898
Bad debt expense	500	10	500
Replacement program	160,000	-	200,000
Reserve study	5,000	-	5,000
Major repair	5,000	-	5,000
Fitness Equipment	36,900	24,581	36,900
Cable and satellite	2,700	1,227	2,700
Internet Charges	10,500	6,126	12,000
Pest control	2,580	1,350	2,580
Waste removal	10,000	2,602	10,000
Website management	5,000	5,414	7,500
Total Recreation Center Operations	\$ 1,083,517	\$ 490,828	\$ 1,153,915
REUNION PARK CONCESSION BLDG			
Operating supplies	\$ 500	\$ -	\$ 500
Repair services	1,500	-	1,500
Miscellaneous outside services	1,000	-	1,000
Electricity	2,800	815	2,800
Water and Sewer	7,500	3,579	7,500
Natural gas	5,000	-	5,000
Pest control	950	410	950
Total Reunion Park Concession Building	\$ 19,250	\$ 4,804	\$ 19,250

No assurance provided. See summary of significant assumptions.

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

Account	ORIGINAL BUDGET 2023	ACTUALS 6/30/2023	AMENDED BUDGET 2023
<i>POOL OPERATIONS - REUNION PARK</i>			
5080 Operating supplies	\$ 5,000	\$ 3,481	\$ 5,000
5110 Repair services	10,000	1,367	10,000
5140 Contract maintenance	157,251	63,789	157,251
5150 Electricity	10,000	2,465	10,000
5160 Water and sewer	9,000	1,769	9,000
5590 Chemicals	7,000	5,553	7,000
5670 Replacement Program	25,000	-	25,000
5710 Major Repair	20,000	-	20,000
Total pool operations	\$ 243,251	\$ 78,424	\$ 243,251
<i>POOL OPERATIONS - SOUTHLAWN</i>			
5080 Operating supplies	\$ 5,000	\$ 2,089	\$ 5,000
5110 Repair services	5,000	-	5,000
5140 Contract maintenance	132,421	51,770	132,421
5150 Electricity	7,500	993	7,500
5160 Water and sewer	9,000	1,228	9,000
5240 Natural gas	5,000	-	5,000
5590 Chemicals	8,000	2,174	8,000
5730 Equipment purchase	14,000	1,437	14,000
Total pool operations	\$ 185,921	\$ 59,691	\$ 185,921
<i>RECREATION PROGRAMS</i>			
5060 Training	\$ 2,500	\$ -	\$ 2,500
5070 Uniforms	8,000	-	8,000
5080 Operating supplies	3,000	2,801	3,000
5100 Communication	1,000	-	1,000
5140 Contract maintenance	124,000	30,511	124,000
5560 Adult program - contract	4,000	3,613	4,000
5730 Equipment purchase	4,000	-	4,000
6110 Youth program - contract	23,000	26,863	23,000
Total recreation programs	\$ 169,500	\$ 63,788	\$ 169,500
<i>COFFEE HOUSE</i>			
5080 Operating supplies	\$ 500	\$ -	\$ 500
5140 Contract maintenance	2,500	1,012	2,500
5150 Electricity	10,000	-	10,000
5240 Natural gas	1,500	241	1,500
5300 Miscellaneous expense	500	-	500
5110 Repair services	10,000	350	10,000
5670 Replacement program	15,000	8,875	15,000
5211 Equipment rental	1,000	-	1,000
5760 Pest control	600	900	1,800
Total coffee house	\$ 41,600	\$ 11,378	\$ 42,800

No assurance provided. See summary of significant assumptions.

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

	7/26/2023		
	ORIGINAL BUDGET 2023	ACTUALS 6/30/2023	AMENDED BUDGET 2023
FUND BALANCE - BEGINNING	\$ 483,366	\$ 495,867	\$ 495,867
REVENUES			
AR processing fee	15,000	27,248	35,000
HOA other fees	2,000	-	2,000
Violations, penalties, other	5,000	20,875	25,000
(Allowance for fees not collected)	(15,000)	-	(15,000)
Legal fees reimbursement	5,000	13,324	20,000
Interest income	8,200	9,103	15,000
Total revenues	20,200	70,550	82,000
Total funds available	503,566	566,417	577,867
EXPENDITURES (see detail)			
HOA operations	331,930	208,145	390,807
Total expenditures	331,930	208,145	390,807
Total expenditures and transfers out requiring appropriation	331,930	208,145	390,807
FUND BALANCE - ENDING	171,636	358,272	187,060
LESS: RECEIVABLES - NONSPENDABLE	(50,000)	(50,000)	(50,000)
SPENDABLE FUND BALANCE	\$ 121,636	\$ 308,272	\$ 137,060

No assurance provided. See summary of significant assumptions.

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

Account	ORIGINAL BUDGET 2023	ACTUALS 6/30/2023	AMENDED BUDGET 2023
HOA OPERATIONS			
5300 Miscellaneous	\$ 20,000	\$ 20,165	\$ 25,000
5360 Legal services	35,000	29,252	60,000
5400 Accounting	24,725	11,289	24,725
5440 Community events	30,000	19,039	30,000
5450 District management	20,000	8,503	20,000
5470 Insurance	14,205	19,082	19,082
5500 HOA management contract	165,000	79,424	165,000
5510 HOA AR processing fee	21,000	21,031	35,000
5515 Bad debt expense	500	-	500
5780 Website management	1,500	360	1,500
Contingency			10,000
Total HOA operations	\$ 331,930	\$ 208,145	\$ 390,807

**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	<u>20,200</u>	<u>82,000</u>	<u>82,000</u>
Total funds available	<u>503,566</u>	<u>577,867</u>	<u>577,867</u>
EXPENDITURES (see detail)			
HOA operations	<u>331,930</u>	<u>390,807</u>	<u>410,000</u>
Total expenditures	<u>331,930</u>	<u>390,807</u>	<u>410,000</u>
Total expenditures and transfers out requiring appropriation	<u>331,930</u>	<u>390,807</u>	<u>410,000</u>
FUND BALANCE - ENDING	<u>171,636</u>	<u>187,060</u>	<u>167,867</u>
LESS: RECEIVABLES - NONSPENDABLE	<u>(50,000)</u>	<u>(50,000)</u>	<u>(50,000)</u>
SPENDABLE FUND BALANCE	<u>\$ 121,636</u>	<u>\$ 137,060</u>	<u>\$ 117,867</u>

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	2,297,002	2,600,595
Total funds available	2,330,064	2,626,304
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	2,317,780	2,515,000
Total expenditures and transfers out requiring appropriation	2,317,780	2,515,000
FUND BALANCE - ENDING	12,284	111,304

EXHIBIT F

Reunion Metropolitan District Public Improvement Projects

Reunion Ridge Filing 1

Construction Summary:

1. Initial City acceptance for public improvements including streets and drainage was granted on November 3, 2024. Final City acceptance is anticipated in spring 2024. The City is withholding final acceptance until a few small areas along Ragweed Draw have grown in to the required 70% vegetation. Once the required vegetation is reached, Ragweed Draw will be qualified for the Mile-High Flood District Maintenance Eligibility Program to the City.
2. Initial South Adams County Water & Sanitation District (“SACWSD”) acceptance for public improvements including potable, non-potable (including transmission line), and sanitary sewer was granted on September 21, 2021. All punch list items for final SACWSD acceptance were completed on October 4, 2023 10/4/23. The District is currently working with SACWSD to receive a final acceptance letter.
3. Final acceptance for the underdrain system improvements was granted in December of 2023.

Reunion Ridge Filing 1 Landscape Phase 1 & Ragweed Draw

Construction Summary:

1. Initial acceptance for public improvements including landscape and irrigation was granted on October 12, 2023. The final acceptance is anticipated for October of 2024.

Reunion Ridge Filing 1 Landscape Phases 2-4

Construction Summary:

1. Initial acceptance for public improvements including landscape and irrigation was granted on October 12, 2023. The final acceptance is anticipated for October of 2024.

Village 7E & 7B – Filing 37 (including Mobile Street)

Construction Summary:

1. Final City acceptance for public improvements including streets and drainage was granted on December 14, 2022.
2. Initial SACWSD acceptance for public improvements including potable, non-potable, and sanitary sewer was granted on October 18, 2023. The District is currently working with SACWSD to receive a final acceptance letter.
3. Initial acceptance for the underdrain system improvements was granted in October of 2021. The final acceptance is expected soon.

Infrastructure for Reunion Filing 38

Construction Summary:

1. Initial City acceptance for public improvements including streets and drainage was granted on August 1, 2022. Final City acceptance is anticipated in April of 2024. Mile High Flood District granted final acceptance of the Outfall to Second Creek for the Maintenance Eligibility Program to the City on February 5, 2024.
2. Initial SACWSD acceptance for public improvements including potable, non-potable, and sanitary sewer was granted on January 2, 2023. Final acceptance is anticipated in January of 2025.
3. Final acceptance for the underdrain system improvements was granted in 11/2023.

Southlawn Sports Court

Construction Summary:

1. Initial City acceptance for public improvements including sport courts, landscape, and irrigation was granted on October 10, 2023. Final acceptance is anticipated in October of 2024.

Filing 37 Landscape

Construction Summary:

1. Initial acceptance for public improvements including landscape and irrigation was granted on October 21, 2022. Final acceptance is anticipated in May of 2024.

Filing 27 Landscape

Construction Summary:

1. Initial acceptance for public improvements including landscape and irrigation for Phase 1 was granted in October of 2023. Final acceptance for Phase 1 is anticipated in October of 2024. Phase 2 initial acceptance is expected in October of 2023.

Filing 35 Landscape

Construction Summary:

1. Final acceptance for public improvements including landscape and irrigation was granted in 10/2023.

Filing 36 Landscape

Construction Summary:

1. Final acceptance for public improvements including landscape and irrigation for Phase 1 was granted on 9/15/2023. Initial acceptance for Phase 2 anticipated 10/2024.

EXHIBIT G
2024 Budget
First Amended Budget
Second Amended Budget

REUNION METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2024

**REUNION METROPOLITAN DISTRICT
SUMMARY
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/3/2023

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 14,543,205	\$ 16,660,835	\$ 14,176,531
REVENUES			
Intergovernmental revenues	6,309,419	6,276,097	8,183,397
Operations and maintenance fees	347,490	802,750	692,070
Interest income	304,641	713,000	445,900
System development fees	1,147,431	437,500	1,155,000
Developer advance	3,758,325	1,745,573	965,800
Recreation center revenue, net	1,244,591	1,383,000	1,499,190
HOA revenue, net	440,591	119,000	238,700
Miscellaneous income	108,866	22,763	15,000
Transfer from NRMD 3	4,451,000	-	-
Cost reimbursements	399,814	-	-
Bond proceeds - Series 2017	5,000,000	-	-
Enterprise revenues	-	1,779,622	2,574,750
Total revenues	23,512,168	13,279,305	15,769,807
TRANSFERS IN			
	255,480	-	-
Total funds available	38,310,853	29,940,140	29,946,338
EXPENDITURES			
General government			
General & administration	442,806	854,606	994,525
Intergovernmental	205,796	39,342	128,700
Operations			
District property management	2,541,832	3,362,383	4,077,825
Recreation center operations	1,233,414	1,937,170	1,521,324
HOA operations	326,077	386,557	382,334
Debt Service	4,413,618	2,492,780	3,872,380
Capital Projects	9,759,297	4,155,128	1,750,000
Enterprise	2,471,698	2,535,644	2,597,875
Total expenditures	21,394,538	15,763,610	15,324,963
TRANSFERS OUT			
	255,480	-	-
Total expenditures and transfers out requiring appropriation	21,650,018	15,763,610	15,324,963
ENDING FUND BALANCES	\$ 16,660,835	\$ 14,176,531	\$ 14,621,375
STERLING DUET RESERVE	\$ 63,692	\$ 126,792	\$ 126,792
REUNION RIDGE F1 RESERVE	22,944	81,840	81,840
CARRIAGE HOME RESERVE	81,328	62,517	62,517
2021 RESERVE FUND	3,341,906	3,341,906	3,341,906
2021 SURPLUS FUND	1,879,419	1,373,397	1,373,397
TOTAL RESERVES	\$ 5,389,289	\$ 4,986,452	\$ 4,986,452

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

	10/3/2023		
	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
ASSESSED VALUATION			
Adams County			
State assessed	\$ 14,940	\$ 330	\$ 70
Agricultural	20	20	20
Personal property	284,350	7,680	2,700
Certified Assessed Value	\$ 299,310	\$ 8,030	\$ 2,790
 MILL LEVY			
General	0.000	0.000	0.000
Total mill levy	0.000	0.000	0.000
 PROPERTY TAXES			
General	\$ -	\$ -	\$ -
Levied property taxes	-	-	-
Budgeted property taxes	\$ -	\$ -	\$ -
 BUDGETED PROPERTY TAXES			
General	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND SUMMARY
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/3/2023

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 687,778	\$ 778,176	\$ 1,118,590
REVENUES			
MLEPA Payment - NR1MD	1,667,248	1,864,000	2,063,000
MLEPA Payment - NR2MD	883,861	1,281,000	1,291,000
MLEPA Payment - NR3MD	212,499	610,106	925,000
MLEPA Payment - NR4MD	7,299	1,813	1,700
Alleyway costs reimbursement (NRMD1 sub-district)	-	2,075	3,000
District operating fees (\$3/month)	-	350,000	142,020
Carriage Homes (NRMD1)	37,440	37,440	43,200
Carriage Homes (NRMD2)	191,334	192,660	222,300
Carriage Homes (NRMD3)	-	4,550	25,200
Sterling duet fees (F36)	80,968	113,100	113,100
Reunion Ridge F1 Fees (NRMD3)	37,748	105,000	117,000
Reunion Ridge F1, Amendment 2 Fees (NRMD3)	-	-	29,250
Interest income	18,678	25,000	25,000
Miscellaneous income	257	10,000	10,000
Total revenues	3,137,332	4,596,744	5,010,770
Total funds available	3,825,110	5,374,920	6,129,360
EXPENDITURES (see detail)			
General government			
General & administration	442,806	854,606	994,525
Intergovernmental	62,296	39,342	128,700
Operations			
District property management	2,541,832	3,362,383	4,077,825
Total expenditures	3,046,934	4,256,331	5,201,050
Total expenditures and transfers out requiring appropriation	3,046,934	4,256,331	5,201,050
ENDING FUND BALANCES	\$ 778,176	\$ 1,118,590	\$ 928,310
STERLING DUET RESERVE	\$ 63,692	\$ 126,792	\$ 171,492
REUNION RIDGE F1 RESERVE	22,944	81,840	164,090
REUNION RIDGE F1 2ND AMEND RESERVE	-	-	2,250
CARRIAGE HOME RESERVE	81,328	62,517	94,217
AVAILABLE FOR OPERATIONS	610,212	847,441	496,261
TOTAL RESERVE	\$ 778,176	\$ 1,118,590	\$ 928,310

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/3/2023

Account	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
GENERAL & ADMINISTRATION			
MISCELLANEOUS OUTSIDE SERVICES	\$ -	\$ -	\$ 1,500
PRINT AND COPY	3,090	3,500	3,500
MISCELLANEOUS EXPENSE	106	-	2,000
COMPUTER SUPPLIES AND EQUIPMENT	-	-	2,000
IT MANAGEMENT SERVICES	6,568	7,000	7,500
ELECTIONS	13,195	7,583	-
MEMBERSHIP / PROFESSIONAL ASSOCIATIONS	1,237	1,237	1,500
LEGAL SERVICES	143,327	115,000	125,400
LEGAL - LITIGATION	67,770	500,000	500,000
OFFICE SUPPLIES	266	-	750
ACCOUNTING	87,350	96,000	110,400
AUDIT	10,500	11,000	12,000
DISTRICT MANAGEMENT	74,257	76,500	87,975
INSURANCE	27,391	26,783	30,000
EMPLOYEE RELATIONS	7,749	10,000	10,000
BAD DEBT EXPENSE	-	3	-
RECEIVERSHIP FEES	-	-	100,000
Total general and administration	\$ 442,806	\$ 854,606	\$ 994,525

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/3/2023

Account	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
INTERGOVERNMENTAL			
NRMD NO. 1 DIRECT COSTS			
Audit	\$ 5,500	\$ 7,150	\$ 6,000
Accounting	-	-	12,000
FICA Expense	99	-	230
Director Fees	1,900	-	3,000
Dues and Membership	1,238	-	1,300
Insurance	3,877	-	4,000
Legal Services	-	-	12,000
Miscellaneous	36	-	1,470
Election Expense	30,265	-	-
Total NRMD No. 1	42,915	7,150	40,000
NRMD NO. 2 DIRECT COSTS			
Audit	-	4,150	6,000
Accounting	-	-	11,000
FICA Expense	-	-	230
Director Fees	-	-	3,000
Dues and Membership	-	-	1,300
Insurance	4,244	-	6,300
Legal Services	-	-	11,000
Miscellaneous	34	-	1,170
Election Expense	1,724	-	-
Total NRMD No. 2	6,002	4,150	40,000
NRMD NO. 3 DIRECT COSTS			
Audit	4,800	-	6,000
Accounting	-	-	12,000
FICA Expense	-	-	230
Director Fees	-	-	3,000
Dues and Membership	454	779	1,300
Insurance	2,572	2,387	4,000
Legal Services	-	5,907	12,000
Miscellaneous	66	31	1,470
Election Expense	1,628	14,692	-
Total NRMD No. 3	9,520	23,796	40,000
NRMD NO. 4 DIRECT COSTS			
Election Expense	1,034	1,131	-
Dues and Membership	236	228	300
Legal Services	-	500	5,000
Insurance	2,572	2,387	3,400
Miscellaneous	17	-	-
Total NRMD No. 4	3,859	4,246	8,700
Total North Range Districts Nos. 1-4	\$ 62,296	\$ 39,342	\$ 128,700

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/3/2023

Account	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
DISTRICT PROPERTY MAINTENANCE			
OPERATIONS MANAGEMENT			
Wages	\$ 342,315	\$ 435,000	\$ 485,000
Payroll expense	100,610	130,500	145,500
FICA Expense	25,861	33,278	37,103
Unemployment expenses	1,247	1,950	2,425
Employer match deferred comp	6,017	9,750	8,488
Training	2,350	5,750	7,000
Uniforms	4,112	4,500	4,500
Operating supplies	2,146	15,500	17,000
Communication	2,075	2,500	3,860
Miscellaneous outside services	37,614	20,000	50,000
Auto reimbursement	-	100	-
Lighting	2,215	21,000	21,000
Total operations management	526,562	679,828	781,876
IRRIGATION			
Operating Supplies	33,689	50,000	60,000
Gas and fuel	13,799	13,000	13,650
Communication	941	20,000	30,000
Repair services	9,774	65,000	37,500
Electricity	30,891	35,000	46,200
Water and sewer	566,376	650,000	992,250
Total irrigation operations	655,470	833,000	1,179,600
LANDSCAPE MAINTENANCE			
Operating supplies	10,487	10,500	12,000
Miscellaneous outside services	59,154	75,000	73,500
Contract maintenance	421,858	510,000	550,000
Fertilizer	43,941	40,000	77,200
Equipment rental	21,049	16,500	17,500
Tree Care / maintenance	117,179	125,000	150,000
Sub-district maintenance - Carriage Homes	289,615	253,461	259,000
Reunion Ridge F1 maintenance	14,804	46,104	34,750
Reunion Ridge F1 2nd Amend maintenance	-	-	27,000
Sterling Duet maintenance	38,400	50,000	68,400
Mulch maintenance program	84,000	93,000	97,650
Landscape enhancements	-	-	150,000
Total landscape maintenance	1,100,487	1,219,565	1,517,000
MISCELLANEOUS			
Snow removal	7,211	3,500	6,300
Snow removal - alley	193	2,000	5,000
Rodent control	516	6,500	9,000
Maintenance - Drainage, Channels, Ponds, Pipes	6,806	3,490	7,000
Waste water maintenance	540	500	1,000
Reserve study	-	-	5,000
Snow removal - equipment rental	-	5,000	7,000
Fence repair	6,616	4,500	7,000
Equipment purchase/projects/lease	33,718	15,000	67,089
Equipment repairs	-	-	15,000
Stormwater facilities maintenance	124,870	275,000	304,960
Underdrain maintenance	75,668	305,000	150,000
Total miscellaneous	256,138	620,490	584,349
PLAYGROUND/PARK PAVILION			
Playground supplies	3,175	9,500	15,000
Total Playground Operations	3,175	9,500	15,000
Total District Property Management	\$ 2,541,832	\$ 3,362,383	\$ 4,077,825

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND- RECREATION SUMMARY
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

	10/3/2023		
	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 1,005,190	\$ 1,067,241	\$ 539,071
REVENUES			
Recreation fees	1,116,453	1,245,000	1,349,190
(Allowance for fees not collected)	-	-	(5,000)
Recreation fees, other	28,299	18,000	20,000
Program fees	99,839	120,000	135,000
Interest income	11,704	25,000	17,400
Miscellaneous income	39,170	1,000	5,000
Total revenues	1,295,465	1,409,000	1,521,590
Total funds available	2,300,655	2,476,241	2,060,661
EXPENDITURES (see detail)			
Recreation Center operations	802,336	1,105,110	961,418
Pool operations	258,928	390,810	381,156
Recreation programs	103,207	165,500	131,200
Concession building	9,965	18,450	19,550
Reunion coffee house	11,804	32,300	28,000
Recreation amenities	47,174	225,000	-
Total expenditures	1,233,414	1,937,170	1,521,324
Total expenditures and transfers out requiring appropriation	1,233,414	1,937,170	1,521,324
ENDING FUND BALANCES	1,067,241	539,071	539,337
LESS: REPLACEMENT RESERVE - FFE	(25,000)	(25,000)	(25,000)
LESS: REPLACEMENT RESERVE - MECHANICAL	(25,000)	(25,000)	(25,000)
LESS: RECEIVABLES - NONSPENDABLE	(43,909)	(45,000)	(45,000)
NET FUND BALANCE	\$ 973,332	\$ 444,071	\$ 444,337

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND - RECREATION
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/3/2023

Account	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
RECREATION CENTER OPERATIONS			
Wages	\$ 216,738	\$ -	\$ -
Payroll expense	28,310	-	-
FICA expense	16,491	-	-
Unemployment expenses	796	-	-
Employer match deferred comp	3,016	-	-
Training	-	80	500
Uniforms	1,300	3,000	3,000
Operating supplies	12,397	20,000	21,000
Communication	225	-	2,000
Repair services	1,213	5,000	1,000
Miscellaneous outside services	23,279	25,000	25,000
Auto Reimbursement	234	-	-
Contract maintenance	182,574	506,000	531,300
Electricity	30,034	35,000	35,000
Water and Sewer	4,302	7,700	8,500
Phone charges	2,548	2,000	3,000
Equipment rental	-	-	-
Janitorial services	-	19,500	20,858
Natural gas	20,490	21,000	25,000
Print and copy	2,032	3,000	3,000
Conferences	-	-	-
Miscellaneous expense	85	500	500
Computer supplies and equipment	3,836	3,200	3,360
Postage	-	-	-
Membership	250	50	250
Office supplies	792	200	200
Accounting	31,462	34,587	39,775
Lighting	1,868	-	-
District Management	74,256	76,500	87,975
Community Events	22,536	30,000	30,900
Insurance	28,083	37,898	34,000
Bad debt expense	353	500	500
Replacement program	46	202,234	30,000
Reserve study	-	-	5,000
Major repair	18,000	5,000	5,000
Fitness Equipment	49,162	36,900	10,000
Cable and satellite	2,183	2,454	2,500
Internet Charges	11,706	12,252	14,000
Pest control	2,580	2,314	2,700
Waste removal	4,995	7,827	10,000
Website management	4,164	5,414	5,600
Total Recreation Center Operations	\$ 802,336	\$ 1,105,110	\$ 961,418
REUNION PARK CONCESSION BLDG			
Operating supplies	\$ -	\$ 500	\$ 500
Repair services	-	1,500	1,500
Miscellaneous outside services	-	1,000	1,000
Electricity	1,747	2,000	2,800
Water and Sewer	7,493	7,500	7,500
Natural gas	-	5,000	5,000
Pest control	725	950	1,250
Total Reunion Park Concession Building	\$ 9,965	\$ 18,450	\$ 19,550

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND - RECREATION
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/3/2023

Account	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024	
POOL OPERATIONS - REUNION PARK				
5000	Wages	10,800	-	-
5020	FICA expense	819	-	-
5030	Unemployment expenses	43	-	-
5080	Operating supplies	916	4,000	5,000
5110	Repair services	7,370	5,500	10,000
5140	Contract maintenance	87,488	157,251	165,114
5150	Electricity	8,395	10,000	10,000
5160	Water and sewer	3,492	9,000	4,000
5430	Lighting	45	-	-
5590	Chemicals	6,887	7,000	8,000
5670	Replacement Program	-	20,500	10,000
5710	Major Repair	-	15,000	-
Total pool operations		\$ 126,255	\$ 228,251	\$ 212,114
POOL OPERATIONS - SOUTHLAWN				
5000	Wages	\$ 10,800	\$ -	\$ -
5020	FICA expense	819	-	-
5030	Unemployment expenses	43	-	-
5080	Operating supplies	13	5,000	5,000
5110	Repair services	6,966	-	5,000
5140	Contract maintenance	87,200	132,421	139,042
5150	Electricity	4,111	3,138	4,500
5160	Water and sewer	2,745	9,000	4,000
5240	Natural gas	3,034	5,000	5,000
5590	Chemicals	4,006	8,000	4,500
5730	Equipment purchase	12,936	-	2,000
Total pool operations		\$ 132,673	\$ 162,559	\$ 169,042
RECREATION PROGRAMS				
5000	Wages	29,233	-	-
5010	Payroll expense	5,243	-	-
5020	FICA expense	2,233	-	-
5030	Unemployment expenses	111	-	-
5040	Employer match deferred comp	380	-	-
5070	Uniforms	-	2,500	-
5080	Operating supplies	1,370	3,000	1,000
5100	Communication	225	1,000	-
5140	Contract maintenance	-	124,000	130,200
5300	Miscellaneous expense	1,332	-	-
5560	Adult program - contract	2,290	5,000	-
5730	Equipment purchase	-	-	-
6110	Youth program - contract	39,708	30,000	-
6130	Youth sports - basketball	7,347	-	-
6150	Youth sports - CARA volleyball	3,497	-	-
6200	Youth sports - soccer	6,786	-	-
6210	Youth sports - t-ball	3,452	-	-
Total recreation programs		\$ 103,207	\$ 165,500	\$ 131,200
COFFEE HOUSE				
5080	Operating supplies	-	500	500
5140	Contract maintenance	4,794	2,500	2,500
5150	Electricity	4,356	10,000	10,000
5240	Natural gas	1,038	1,000	1,500
	Miscellaneous outside services	300	-	-
5300	Miscellaneous expense	-	500	500
5110	Repair services	116	1,000	10,000
5670	Replacement program	-	15,000	-
5211	Equipment rental	-	-	1,000
5760	Pest control	1,200	1,800	2,000
Total coffee house		\$ 11,804	\$ 32,300	\$ 28,000

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND - HOA SUMMARY
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

	10/3/2023		
	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
FUND BALANCE - BEGINNING	\$ 378,937	\$ 495,867	\$ 246,310
REVENUES			
Assessment	313,431	-	236,700
AR processing fee	62,300	55,000	5,000
HOA other fees	-	2,000	2,000
Violations, penalties, other (Allowance for fees not collected)	44,621	42,000	5,000
Legal fees reimbursement	-	-	(15,000)
Interest income	20,239	20,000	5,000
Interest income	2,416	18,000	5,000
Total revenues	443,007	137,000	243,700
Total funds available	821,944	632,867	490,010
EXPENDITURES (see detail)			
HOA operations	326,077	386,557	382,334
Total expenditures	326,077	386,557	382,334
Total expenditures and transfers out requiring appropriation	326,077	386,557	382,334
FUND BALANCE - ENDING	495,867	246,310	107,676
LESS: RECEIVABLES - NONSPENDABLE	(54,655)	(50,000)	(50,000)
SPENDABLE FUND BALANCE	\$ 441,212	\$ 196,310	\$ 57,676

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
SPECIAL REVENUE FUND- HOA
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/3/2023

Account	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
HOA OPERATIONS			
5300 Miscellaneous	\$ 12,042	\$ 25,000	\$ 25,000
5360 Legal services	37,593	60,000	40,000
5400 Accounting	22,491	24,725	28,434
5440 Community events	22,536	30,000	30,900
5450 District management	16,501	20,000	23,000
5470 Insurance	13,153	19,082	22,000
5500 HOA management contract	151,222	165,000	180,000
5510 HOA AR processing fee	49,829	42,000	21,000
5515 Bad debt expense	100	-	500
5780 Website management	610	750	1,500
Contingency	-	-	10,000
Total HOA operations	\$ 326,077	\$ 386,557	\$ 382,334

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
DEBT SERVICE FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

	10/3/2023		
	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 623,127	\$ 25,709	\$ 52,929
REVENUES			
Interest income	42,140	5,000	500
MLEPA payment from NR1MD	3,518,580	2,515,000	3,897,267
Total revenues	3,560,720	2,520,000	3,897,767
TRANSFERS IN	255,480	-	-
Total funds available	4,439,327	2,545,709	3,950,696
EXPENDITURES			
Bond principal	1,993,000	1,735,000	3,184,000
Bond interest	2,417,118	754,280	684,880
Paying agent/ Trustee fees	3,500	3,500	3,500
Total expenditures	4,413,618	2,492,780	3,872,380
Total expenditures and transfers out requiring appropriation	4,413,618	2,492,780	3,872,380
ENDING FUND BALANCES	\$ 25,709	\$ 52,929	\$ 78,316

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

	10/3/2023		
	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
FUND BALANCE - BEGINNING	\$ 4,262,408	\$ 9,072,517	\$ 7,504,328
REVENUES			
System Development fees NR2	179,375	-	-
System Development fees NR3	968,056	437,500	1,155,000
MLEPA payment from NR4MD	19,932	2,103	2,430
Bond proceeds - Series 2017	5,000,000	-	-
Developer advance	3,758,325	1,745,573	965,800
Cost reimb - South Adams County W&S	399,814	-	-
Transfer from NRMD3	4,451,000	-	-
Miscellaneous income	69,439	11,763	-
Interest income	122,445	390,000	206,000
Total revenues	<u>14,968,386</u>	<u>2,586,939</u>	<u>2,329,230</u>
Total funds available	<u>19,230,794</u>	<u>11,659,456</u>	<u>9,833,558</u>
EXPENDITURES			
Intergovernmental - SDFs to NR2	143,500	-	-
Intergovernmental - SDFs to NR3	609,900	280,000	739,200
Legal	84,711	13,000	20,000
Accounting	23,664	15,000	20,000
District management	2,567	-	5,000
Developer advance repayment	4,451,000	1,033,685	-
Capital outlay			
Priority Projects			
Filing 34 Landscape	-	1,033,685	-
Walden Street/104th traffic signal	299,943	-	-
Filing 26A Landscape	144	-	-
Filing 36 Landscape	-	50,000	-
Engineering	33,301	75,000	-
Second Creek Crossing - O'Brian Canal/Pond	36,080	1,500	-
Reunion Village 7-B & 7-E	7,170	2,500	-
Reunion Ridge Filing 1	1,994,925	230,400	-
Reunion Ridge Filing 1 Landscape	-	823,173	117,150
112th Ave/Chambers/Parkside	92,700	-	-
112th Ave/Parkside/High Plains	-	-	150,000
Chambers Road (106th to 112th)	186,155	-	-
Reunion Village 7A	114,390	-	-
Filing 27 landscape	14,848	25,000	-
Filing 37 Landscape	1,350,568	160,000	-
Filing 38 Infrastructure	457,231	50,000	-
High Plains Pkwy	-	-	100,000
Filing #2 Infrastructure (Biscay and 100th Ave)	-	300,000	537,020
Contingency	-	-	61,630
Fencing	-	62,185	-
Total expenditures	<u>9,902,797</u>	<u>4,155,128</u>	<u>1,750,000</u>
TRANSFERS OUT	<u>255,480</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>10,158,277</u>	<u>4,155,128</u>	<u>1,750,000</u>
FUND BALANCE - ENDING	<u>\$ 9,072,517</u>	<u>\$ 7,504,328</u>	<u>\$ 8,083,558</u>
NRMD 4 MLEPA RESERVE	<u>\$ 21,619</u>	<u>\$ 23,722</u>	<u>\$ 26,152</u>

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
ENTERPRISE FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

	10/3/2023		
	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 7,585,765	\$ 5,221,325	\$ 4,715,303
REVENUES			
Administrative fee	-	1,300	2,600
ERU building credits	-	1,778,322	2,203,300
ERU irrigation credits	-	-	368,850
Interest income	107,258	250,000	192,000
Total revenues	107,258	2,029,622	2,766,750
Total funds available	7,693,023	7,250,947	7,482,053
EXPENDITURES			
ERU admin fee	10,250	10,506	10,769
Administrative and filing fees	5,726	10,000	10,000
Bond interest - series 2021A	1,610,406	1,580,138	1,546,606
Bond principal - series 2021A	835,000	925,000	1,020,000
Trustee fees	10,316	10,000	10,500
Total expenditures	2,471,698	2,535,644	2,597,875
Total expenditures and transfers out requiring appropriation	2,471,698	2,535,644	2,597,875
ENDING FUND BALANCES	\$ 5,221,325	\$ 4,715,303	\$ 4,884,178
RESERVE FUND	\$ 3,341,906	\$ 3,341,906	\$ 3,341,906
SURPLUS FUND	1,879,419	1,373,397	1,542,272
TOTAL RESERVE	\$ 5,221,325	\$ 4,715,303	\$ 4,884,178

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Reunion Metropolitan District (the "District"), a quasi-municipal corporation and political subdivision of the State of Colorado was organized by Court Order and Decree of the District Court and is governed pursuant to provisions of the Colorado Special District Act, Title 32, Article I, Colorado Revised Statutes. The District was organized in conjunction with North Range Metropolitan Districts No. 1, 2, 3, 4, and 5 (collectively "NRMD's"). The District and the NRMD's have entered into intergovernmental agreements whereby Reunion provides the construction for street improvements, storm drainage improvements, safety protection facilities, parks and recreation facilities and water and wastewater improvements. The service plan anticipates that the District will be responsible for managing the construction, operation, and maintenance of such improvements and facilities and that the NRMD's will provide the necessary funding to the District.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 4%.

Development Fees

The District has established a development fee that is to be imposed on new residential and non-residential (commercial and industrial) development within the NRMDs. The system development fee is designed to recover a portion of the estimated costs of the construction of street improvements, storm drainage facilities, parks, trails and street landscaping and water and wastewater infrastructure costs as found in the District's Facility Plan. Residential development fees are as follows:

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

<u>Multi Family</u>	<u>Lot Size</u>
\$ 3,750	Per Dwelling

The required system development fee is based upon the needs identified in a comprehensive planning document called the Facility Plan that identifies the capital improvements described above. The District anticipates receiving development fees for 264 single family lots within the NRMD 3 development in 2024.

**REUNION METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

Recreation Center Revenue

The District imposes a monthly recreation fee on all occupied residential properties within the boundaries of the District and the NRMDs in order to provide for the operating needs of the recreation center. The monthly fee for 2024 is \$28.50 per household and the District has provided an allowance for doubtful collections. Additionally, the recreation center puts on numerous programs throughout the year and charges for these programs in order to offset the costs of organizing and administering such programs.

HOA Revenue

The District, by agreement, assumed operational control and responsibility for the Reunion Homeowners' Association (HOA). The monthly HOA fee for 2024 is \$5.00 and the District has provided an allowance for doubtful collections. This fee is established by the District on behalf of the Reunion HOA Board and imposed to pay for the expenditures associated with the HOA.

District Operating Fee Revenue

The District will impose a monthly operating fee of \$3 per month for 2024 to be used for District operations, maintenance, and/or landscape enhancements.

Carriage Home Fees

The District imposes a monthly maintenance fee of \$75 per month on all occupied residential properties within the boundaries of the carriage home filings in order to fund the costs including landscape maintenance, snow removal, irrigation, and repairs and replacements.

Sterling Duet Fees

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

Reunion Ridge Filing 1 Fees

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

MLEPA Payments from North Range Districts

On June 3, 2016, and as amended on May 1, 2017, the District entered into a Mill Levy Equalization and Pledge Agreement (MLEPA) with North Range District Nos. 1, 2, 3 and 4 (collectively, the "MLEPA Districts" and individually, a "MLEPA District") in order to promote the integrated plan of development set forth in the Service Plans for the MLEPA Districts. The MLEPA is intended to ensure an equitable allocation among the MLEPA Districts of the costs of acquiring, installing, constructing, designing, administering, financing, operating, and maintaining streets, water, sanitation and various other public improvements (collectively, the "Public Improvements") and services, as well as covenant enforcement services within Reunion.

**REUNION METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

MLEPA Payments from North Range Districts – (continued)

Pursuant to the MLEPA, each applicable North Range District agrees to impose an Equalization Mill Levy consisting of the Debt Service Mill Levy plus the Operations and Maintenance Mill Levy in order to pay the Developer Debt, the Senior Bonds, the Reunion Debt and the operations and maintenance costs of the Districts. The MLEPA generally defines the term “Developer Debt” as (i) amounts owed to the Developer by any applicable North Range District for advancing of guaranty payments on the Senior Bonds, for the provision of Public Improvements or for advancing of amounts to fund operations shortfalls and (ii) any other repayment obligation incurred by the MLEPA Districts in connection with advances made by the Developer to the MLEPA Districts for the purpose of paying the costs of designing, acquiring, installing, and constructing the Public Improvements or paying the operations and maintenance costs of the MLEPA Districts.

The MLEPA generally defines the term “Senior Bonds” as all bonds issued by the North Range Districts, now or in the future, which bonds shall be senior to any obligations of the North Range Districts under the MLEPA. The term “Reunion Debt” generally means all bonds, agreements or other financial obligations issued or incurred by Reunion or assumed by Reunion from any North Range District, specifically including the 2017 Reunion Bonds.

Enterprise - ERU Credits Revenue

RMD/ERU Water Credits are rights conveyed to the Issuer pursuant to the ERU Purchase Agreement and are comprised of the RMD/ERU Building Credits and the RMD/ERU Irrigation Credits. The Water Credit Fees are set forth in the Resolution Concerning the Imposition of ERU Water Credit Fees. Per the resolution, the Water Credit Fees set forth for the RMD/ERU Building Credits are \$10,015 and for the RMD/ERU Irrigation Credits are \$7,377 in 2024.

Expenditures

General Government

General government expenditures included the estimated services necessary to maintain the District’s administrative viability, such as legal, management, accounting, insurance, and meeting expenses. These general government expenditures are incurred not only for Reunion, but also on behalf of the NRMD’s.

Litigation

Based on current costs of pending litigation, budget assumes dispute is not resolved before the end of the 2024 calendar year.

**REUNION METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures- (continued)

Operations

Facilities that are constructed by the District are either turned over to a third party for maintenance (i.e. streets to Commerce City, or water and sewer lines to South Adams County Water and Sanitation District) or maintained by the District (i.e. streets, landscaping, and parks). The budget reflects the District's operational expenditures in order to maintain those assets not conveyed to other entities.

In addition, the cost of operating and maintaining the Reunion Recreation Center and Homeowners' Association are also included under this category, although they are accounted for within their respective special revenue funds.

Capital Outlay

Anticipated expenditures for capital outlay are reflected in the Capital Projects fund page of the budget.

Debt and Leases

On June 30, 2017, the District issued its Series 2017, Subordinate Bonds (Non-rated, Cash-Flow, Fill-up bonds) in the original par amount of \$16,600,000 with the final par being \$21,600,000. The bonds bear interest of 4% and are payable beginning December 15, 2017 based on available cash flow from Excess revenues generated from North Range 1 and North Range 2 development. After the December 15, 2017 payment, no payments will be made on the Bonds until \$10.2 million in Excess revenues have been generated to fund certain capital improvements; payments will resume after thereafter.

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

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

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

**REUNION METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures - (continued)

Debt and Leases - (continued)

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

The District has no operating or capital leases.

Reserves

Emergency Reserve

The District does not provide for Emergency Reserves. The taxing entities of North Range Metropolitan District No. 1, North Range Metropolitan District No. 2, North Range Metropolitan District No. 3, and North Range Metropolitan District No. 4 provide for emergency reserves equal to at least 3% of fiscal year spending, as defined under TABOR.

Debt Service Reserve

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

This information is an integral part of the accompanying budget.

**REUNION METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
December 31, 2024**

**\$44,425,000 Special Revenue Bonds
Series 2021A
Dated June 30, 2021
Principal Due December 1
Interest Rate 3.625%
Payable June 1 and December 1**

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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>\$ 42,665,000</u>	<u>\$ 20,057,668</u>	<u>\$ 62,722,668</u>

**REUNION METROPOLITAN DISTRICT
GENERAL FUND SUMMARY
AMENDED 2024 BUDGET SCHEDULE**

10/30/2023

	ORIGINAL BUDGET 2024	AMENDED BUDGET - A 2024	AMENDED BUDGET - B 2024
BEGINNING FUND BALANCES	\$ 1,118,590	\$ 1,118,590	\$ 1,118,590
REVENUES			
MLEPA Payment - NR1MD	2,063,000	2,463,707	2,267,542
MLEPA Payment - NR2MD	1,291,000	1,526,424	1,418,583
MLEPA Payment - NR3MD	925,000	1,077,923	1,020,718
MLEPA Payment - NR4MD	1,700	1,900	1,896
District operating fees (\$8/month)	142,020	142,020	142,020
Alleyway costs reimbursement (NRMD1 sub-district)	3,000	3,000	3,000
Carriage Homes (NRMD1)	43,200	43,200	43,200
Carriage Homes (NRMD2)	222,300	222,300	222,300
Carriage Homes (NRMD3)	25,200	25,200	25,200
Sterling duet fees (F36)	113,100	113,100	113,100
Reunion Ridge F1 Fees (NRMD3)	117,000	117,000	117,000
Reunion Ridge F1, Amendment 2 Fees (NRMD3)	29,250	29,250	29,250
Interest income	25,000	25,000	25,000
Miscellaneous income	10,000	10,000	10,000
Total revenues	5,010,770	5,800,024	5,438,809
Total funds available	6,129,360	6,918,614	6,557,399
EXPENDITURES (see detail)			
General government			
General & administration	994,525	994,525	994,525
Intergovernmental	128,700	847,900	847,900
Operations			
District property management	4,077,825	4,077,825	4,077,825
Total expenditures	5,201,050	5,920,250	5,920,250
Total expenditures and transfers out requiring appropriation	5,201,050	5,920,250	5,920,250
ENDING FUND BALANCES	\$ 928,310	\$ 998,364	\$ 637,149
STERLING DUET RESERVE	\$ 171,492	\$ 171,492	\$ 171,492
REUNION RIDGE F1 RESERVE	164,090	164,090	164,090
REUNION RIDGE F1 2ND AMEND RESERVE	2,250	2,250	2,250
CARRIAGE HOME RESERVE	94,217	94,217	94,217
AVAILABLE FOR OPERATIONS	496,261	566,315	205,100
TOTAL RESERVE	\$ 928,310	\$ 998,364	\$ 637,149

No assurance provided.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
AMENDED 2024 BUDGET SCHEDULE**

Account	ORIGINAL BUDGET 2024	AMENDED BUDGET 2024
GENERAL & ADMINISTRATION		
MISCELLANEOUS OUTSIDE SERVICES	\$ 1,500	\$ 1,500
PRINT AND COPY	3,500	3,500
MISCELLANEOUS EXPENSE	2,000	2,000
COMPUTER SUPPLIES AND EQUIPMENT	2,000	2,000
IT MANAGEMENT SERVICES	7,500	7,500
ELECTIONS	-	-
MEMBERSHIP / PROFESSIONAL ASSOCIATIONS	1,500	1,500
LEGAL SERVICES	125,400	125,400
LEGAL LITIGATION	500,000	500,000
OFFICE SUPPLIES	750	750
ACCOUNTING	110,400	110,400
AUDIT	12,000	12,000
DISTRICT MANAGEMENT	87,975	87,975
INSURANCE	30,000	30,000
EMPLOYEE RELATIONS	10,000	10,000
BAD DEBT EXPENSES	-	-
CONTINGENCY	100,000	100,000
Total general and administration	\$ 994,525	\$ 994,525

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
AMENDED 2024 BUDGET SCHEDULE**

Account	ORIGINAL BUDGET 2024	AMENDED BUDGET 2024
INTERGOVERNMENTAL		
NRMD NO. 1 DIRECT COSTS		
Administrative costs	\$ -	\$ 500
Audit	6,000	7,200
Accounting and district management	12,000	71,000
Board training and conferences	-	3,000
FICA Expense	230	-
Director Fees	3,000	3,500
Dues and Membership	1,300	-
Insurance	4,000	3,900
Legal Services	12,000	35,000
Litigation expenses	-	130,000
Miscellaneous	1,470	30,900
Contingency	-	3,000
Total NRMD No. 1	40,000	288,000
NRMD NO. 2 DIRECT COSTS		
Administrative costs	-	3,000
Audit	6,000	7,200
Accounting and district management	11,000	71,000
Board training and conferences	-	3,000
FICA Expense	230	-
Director Fees	3,000	4,000
Dues and Membership	1,300	-
Insurance	6,300	6,400
Legal Services	11,000	35,000
Litigation expenses	-	130,000
Miscellaneous	1,170	19,000
Contingency	-	3,000
Total NRMD No. 2	40,000	281,600
NRMD NO. 3 DIRECT COSTS		
Administrative costs	-	1,000
Audit	6,000	7,200
Accounting and district management	12,000	71,000
Board training and conferences	-	3,000
FICA Expense	230	-
Director Fees	3,000	3,000
Dues and Membership	1,300	-
Insurance	12,000	2,700
Legal Services	4,000	35,000
Litigation expenses	-	130,000
Miscellaneous	1,470	13,700
Contingency	-	3,000
Total NRMD No. 3	40,000	269,600
NRMD NO. 4 DIRECT COSTS		
Dues and Membership	300	300
Legal Services	5,000	5,000
Insurance	3,400	3,400
Total NRMD No. 4	8,700	8,700
Total North Range Districts Nos. 1-4	\$ 128,700	\$ 847,900

No assurance provided.

**REUNION METROPOLITAN DISTRICT
GENERAL FUND
AMENDED 2024 BUDGET SCHEDULE**

Account	ORIGINAL BUDGET 2024	AMENDED BUDGET 2024
DISTRICT PROPERTY MAINTENANCE		
OPERATIONS MANAGEMENT		
Wages	\$ 485,000	\$ 485,000
Payroll expense	145,500	145,500
FICA Expense	37,103	37,103
Unemployment expenses	2,425	2,425
Employer match deferred comp	8,488	8,488
Training	7,000	7,000
Uniforms	4,500	4,500
Operating supplies	17,000	17,000
Communication	3,860	3,860
Miscellaneous outside services	50,000	50,000
Auto reimbursement	-	-
Lighting	21,000	21,000
Total operations management	<u>781,876</u>	<u>781,876</u>
IRRIGATION		
Operating Supplies	60,000	60,000
Gas and fuel	13,650	13,650
Communication	30,000	30,000
Repair services	37,500	37,500
Electricity	46,200	46,200
Water and sewer	992,250	992,250
Total irrigation operations	<u>1,179,600</u>	<u>1,179,600</u>
LANDSCAPE MAINTENANCE		
Operating supplies	12,000	12,000
Miscellaneous outside services	73,500	73,500
Contract maintenance	550,000	550,000
Fertilizer	77,200	77,200
Equipment rental	17,500	17,500
Tree Care / maintenance	150,000	150,000
Sub-district maintenance - Carriage Homes	259,000	259,000
Reunion Ridge F1 maintenance	34,750	34,750
Reunion Ridge F1 2nd Amend maintenance	27,000	27,000
Sterling Duet maintenance	68,400	68,400
Mulch maintenance program	97,650	97,650
Landscape enhancements	150,000	150,000
Total landscape maintenance	<u>1,517,000</u>	<u>1,517,000</u>
MISCELLANEOUS		
Snow removal	6,300	6,300
Snow removal - alley	5,000	5,000
Rodent control	9,000	9,000
Maintenance - drainage, channels, ponds, pipes	7,000	7,000
Waste water maintenance	1,000	1,000
Reserve study	5,000	5,000
Snow removal - equipment rental	7,000	7,000
Fence repair	7,000	7,000
Equipment purchase/projects/lease	67,089	67,089
Equipment repairs	15,000	15,000
Stormwater facilities maintenance	304,960	304,960
Underdrain maintenance	150,000	150,000
Total miscellaneous	<u>584,349</u>	<u>584,349</u>
PLAYGROUND/PARK PAVILION		
Playground supplies	15,000	15,000
Total Playground Operations	<u>15,000</u>	<u>15,000</u>
Total District Property Management	\$ <u>4,077,825</u>	\$ <u>4,077,825</u>

No assurance provided.

REUNION METROPOLITAN DISTRICT

RESOLUTION TO ADOPT SECOND AMENDED 2024 BUDGET

A. The Board of Directors (the “**Board**”) of Reunion Metropolitan District (the “**District**” or “**RMD**”) has appointed a budget committee to prepare and submit a proposed 2024 budget to the Board at the proper time.

B. Such budget committee submitted the proposed budget to the Board on or before October 15, 2023 for its consideration.

C. The District is involved in litigation (the “**Litigation**”) with North Range Metropolitan District No. 1 (“**NR1**”), North Range Metropolitan District No. 2 (“**NR2**”) and North Range Metropolitan District No. 3 (“**NR3**”) related to the Mill Levy Equalization and Pledge Agreement dated as of June 3, 2016, as amended by the First Amendment dated as of May 1, 2017 (as amended, the “**MLEPA**”) by and among RMD, NR1, NR2, NR3 and North Range Metropolitan District No. 4 (“**NR4**”, and together with NR1, NR2 and NR3, the “**North Range Districts**”) due to the failure of NR1, NR2 and NR3 to perform their obligations under the MLEPA. NR1, NR2 and NR3 all have a common district manager and common district counsel.

D. RMD’s litigation counsel sent a letter to district counsel for NR1, NR2 and NR3 on August 11, 2023, “in the hopes that the parties can avoid unnecessary conflict concerning the budgeting process, and avoid needing to involve the Court in the budgeting process or in the process of certifying the Equalization Mill Levy to Adams County.” Pursuant to the timeline in that letter, on August 29, 2023, RMD sent a draft budget along with an initial set of “**Equalization Mill Levy Documents**” (as defined under the MLEPA) to the district manager of NR1, NR2 and NR3, which included a targeted “**Equalization Mill Levy**” (as defined under the MLEPA) at the rate of 89.400 mills. (Such package of materials comprising, the “**August Equalization Mill Levy Documents**”). The August Equalization Mill Levy Documents also (without request from NR1, NR2 or NR3) unilaterally budgeted \$120,000 for administrative expenditures of NR1, NR2 and NR3, including for their district manager and district counsel. Such amount was determined based on the experience of RMD’s consultants with the operating expenses of districts similar to NR1, NR2 and NR3.

E. On May 9, 2023, at RMD’s request, the District Court entered an Order Concerning Amended Motion for Appointment of Receiver, For Preliminary Injunction, and For Mandamus Relief (the “**Receivership Order**”) by which the Court appointed a Receiver to ensure RMD’s receipt of tax revenues from NR1 and NR2 under the MLEPA and providing injunctive relief for RMD’s benefit. In order to provide such relief, the Court was required under applicable Colorado law to expressly find that RMD has “a reasonable probability of success on the merits” of its case against NR1 and NR2. The Court has expressly ordered NR1 and NR2 to perform all of their obligations under the MLEPA until further Court Order. NR3 was not a party to the Litigation at the time of the Receivership Order, and thus was not expressly made subject to the Receivership Order, but NR3 is in the same legal position as NR1 and NR2 as parties under the MLEPA.

F. Pursuant to Section 2.06 of the MLEPA, each of the North Range Districts is required to provide a “**Mill Levy Notification**” (as defined under the MLEPA) to the other North Range Districts and RMD “[u]pon receipt of the Equalization Mill Levy Documents”.

G. RMD set and published notice of its budget hearing by publication in a legal newspaper for Monday, September 18, 2023 at 3:00 p.m.

H. On September 12, 2023, the district manager of NR1, NR2 and NR3 as well as the Vice President of NR1, requested the Board move the budget hearing to a later time to accommodate members of the community. In response, the Board moved the budget hearing to Monday, September 18, 2023 at 6:00 p.m. by republishing notice in a legal newspaper.

I. Upon due and proper notice, published in accordance with law, the budget was open for inspection by the public at a designated place, and a public hearing was held on Monday, September 18, 2023, and interested electors were given the opportunity to file or register any objections to the budget.

J. The Board heard comments from members of the community, some of whom asked for the Board to significantly lower the projected Equalization Mill Levy of 89.400 mills, whereas others asked the Board to significantly increase the level of services provided by RMD (which would necessitate increasing revenues).

K. The draft budget was discussed by the Board at its special meeting held at 6:00 p.m. on Monday, September 18, 2023 but no final action was taken by the Board at such meeting and a special meeting was subsequently called for Tuesday, September 26, 2023 at 6:00 p.m.

L. The district manager of NR1, NR2 and NR3 presented several dozen highly detailed comments and questions to RMD’s draft budget on Sunday, September 24, 2023. Among the comments the district manager provided was the request that RMD “Eliminate the MLEPA.” The September 24, 2023 correspondence from the district manager for NR1, NR2 and NR3 did not mention, let alone object to, the \$120,000 RMD had budgeted for administrative expenditures of NR1, NR2 or NR3.

M. At the meeting held at 6:00 p.m. on Tuesday, September 26, 2023, the Board discussed RMD’s draft budget, but acknowledged that RMD’s consultants had not yet been able to respond to the budget comments from the district manager of NR1, NR2 and NR3 and thus no final action was taken by the Board and a subsequent meeting was called for Tuesday, October 3 at 6:00 p.m. to consider the draft budget.

N. RMD’s consultants provided responses to the district manager of NR1, NR2 and NR3 related to the draft budget on Thursday, September 28, 2023 and (by separate correspondence) provided a revised budget for RMD and a first set of revised Equalization Mill Levy Documents with an Equalization Mill Levy Rate of 88.306 mills (such package comprising the “**September Equalization Mill Levy Documents**”). The rate of 88.306 mills in such documents was the same rate that was uniformly imposed within the North Range Districts in the collection years 2020 through 2022 (with such rate being essentially identical at 88.305 mills for collection years 2018 and 2019), and which was the rate imposed by NR3 and NR4 (and would

have been the rate imposed by NR1 and NR2 but for the fact that NR1 and NR2 violated the MLEPA and each imposed an aggregate levy rate of 98.419 mills) for collection in 2023. The 88.306 mills reflected in the September Equalization Mill Levy Documents was thus 1.094 mills lower than the 89.400 mills recommended by RMD's consultants in the August Equalization Mill Levy Documents and 10.113 mills lower than the rate imposed by NR1 and NR2 for collection in 2023.

O. Also on Thursday, September 28, 2023, RMD's counsel sent a letter to counsel for NR1, NR2 and NR3 and to the Court-appointed Receiver recognizing that *spending* issues could be addressed and resolved into 2024, but emphasizing that *certification* of the mill levy rate required immediate resolution, given statutory deadlines for doing so.

P. At the special meeting held at 6:00 p.m. on Tuesday, October 3, 2023, the Board adopted a 2024 budget (the "**Original 2024 Budget**") corresponding to the September Equalization Mill Levy Documents, with an Equalization Mill Levy of 88.306 mills, but noted that such budget might reduce projected reserves to less than 5% of annual expenditures, well below the 10% of annual expenditures which RMD has targeted historically.

Q. On October 6, 2023, NR4 provided the Mill Levy Notification to the District related to the September Equalization Mill Levy Documents, as required by Section 2.06 of the MLEPA.

R. Also on October 6, 2023, the general counsel of NR1, NR2 and NR3 indicated that such districts "intend to certify the equalized mill levy provided by RMD". However, when asked, general counsel for NR1, NR2 and NR3 was unable to confirm that he had authority on behalf of NR1, NR2 and NR3 to provide the "Mill Levy Notification" required under the MLEPA.

S. On October 19, 2023, RMD first received draft budgets for NR1, NR2 and NR3, as prepared by their manager. Such budgets included the Equalization Mill Levy rate of 88.306 mills; however, such budgets, without any commentary or explanation, also did not comply with the MLEPA and further included a total of \$836,700 of general expenditures for NR1, NR2 and NR3, or \$716,700 more than the \$120,000 budgeted for such expenditures in the Original 2024 Budget. Before October 19, 2023, NR1, NR2 and NR3 had not previously requested RMD to increase the \$120,000 amount for such expenses as first presented to the district manager of NR1, NR2 and NR3 on August 29, 2023 with the August Equalization Mill Levy Documents.

T. On October 23, 2023, RMD's general counsel requested that the district manager and general counsel for NR1, NR2 and NR3 "[p]lease advise as to how your clients specifically propose to bridge this \$700k gap, whether it be increased revenues (taxes and/or fees) and/or decreased services." To date, RMD has received no response to this request.

U. To satisfy the proposed \$836,700 aggregate General Fund expenditures desired by NR1, NR2 and NR3 without significantly cutting services and/or significantly raising fees within the North Range Districts, and in compliance with the MLEPA, the Board determined to impose an Equalization Mill Levy Rate of 92.606 mills for collection in 2024 (resulting from a 4.300 mill increase in the Operations and Maintenance Mill Levy of the North Range Districts) to fund

such amounts and an amended budget for 2024 (the “**First Amended 2024 Budget**”) was prepared to provide for such additional expenses.

V. A second set of revised Equalization Mill Levy Documents (the “**October Equalization and Mill Levy Documents**”) were sent to the North Range Districts on Monday, October 30, 2023 with the new Equalization Mill Levy Rate of 92.606 mills. NR4 provided its Mill Levy Notification to all of the parties to the MLEPA on Tuesday, October 31, 2023.

W. On October 31, 2023, RMD, NR1 and NR2 filed a Joint Motion for Status Conference with the District Court, “requesting that the Court hold a status conference to address certain upcoming issues relating to the budget process for the 2024 budget year and the certification of the mill levy for 2023 tax year property taxes.” However, the Board did not know at that time when the Status Conference would be conducted and was mindful that, Status Conference or not, the higher Operations and Maintenance Mill Levy was the only viable solution which would provide all parties with the revenues necessary for their 2024 budgeted expenditures.

X. On November 1, 2023, the Board adopted the First Amended 2024 Budget. Such budget included a column “A” with revenues and expenditures if Proposition HH failed at the ballot box on November 7, 2023 and a column “B” with revenues and expenditures RMD’s if Proposition HH passed. Both the “A” and “B” budgets relied on the same Equalization Mill Levy rate of 92.606 mills, with the difference being that the “A” budget would allow RMD to maintain its historical policy of targeting General Fund reserves at 10% of annual expenditures, whereas the “B” budget would reduce such reserves to 5% of annual General Fund expenditures.

Y. **For clarity: (i) the recitals above, with updates to certain facts and minor corrections of typographical errors, reflect the Board’s findings as of its adoption of the First Amended 2024 Budget on November 1, 2023 and (ii) the following recitals reflect facts and developments since such date.**

Z. On November 7, 2023, Colorado voters rejected Proposition HH and thus RMD presumed that it would be operating under the First Amended 2024 Budget – A.

AA. On November 8, 2023, the NR2 board adopted its 2024 budget, under protest, in compliance with the MLEPA and the October Equalization Mill Levy Documents at a rate of 92.606 mills.

BB. On November 21, 2023, following a special session of the legislature, Senate Bill 23B-001 (“**SB23B-001**”) was enacted to reduce assessed valuations of all taxable property in Colorado. For taxing entities (including the North Range Districts), SB23B-001 thus has the effect of reducing the amount of revenue that will be collected from a set mill levy rate (e.g., 50 mills). SB23B-001 requires county assessors to provide final certified assessed valuations for the 2023 levy year (2024 collection year) by January 3, 2024 and requires local governments to certify their respective mill levies to the applicable county commissioners by January 10, 2024.

CC. On November 28, 2023, RMD, NR1 and NR2 appeared at a Status Conference before the District Court, at which the parties acknowledged that (i) they are currently operating under the Receivership Order and (ii) the Receivership Order requires NR1 and NR2 to perform

all of their obligations under the MLEPA and the District Operating Services Agreement, including the requirement to impose the Equalization Mill Levy, as determined by RMD. Counsel for NR1, NR2 and NR3 informed the District Court that members of the boards of directors of NR1, NR2 and NR3 were present at the Status Conference in person. **The District Court expressly directed the parties how to proceed if any of NR1, NR2 and/or NR3 did not comply with their obligations under the MLEPA.**

DD. On November 29, 2023, one day after the Status Conference, NR1 held its budget hearing and its board of directors, on a 3-2 vote, declared its express intent to adopt a budget in direct violation of both the MLEPA and Section A.1 of the Receivership Order by instructing its district manager to prepare a 2024 budget with an aggregate mill levy rate of 50 mills (or 42.606 mills less than the Equalization Mill Levy as set forth in the October Equalization Mill Levy Documents).

EE. On November 30, 2023, NR3 held its budget hearing and its board adopted a budget in compliance with the MLEPA with an Equalization Mill Levy Rate of 92.606 mills, as set forth in the October Equalization Mill Levy Documents.

FF. On December 5, 2023, pursuant to a November 29, 2023 Order of the District Court, NR3 was added as a defendant in the Litigation.

GG. RMD has previously issued its Revenue Bonds, Series 2017 (the “**Bonds**”) pursuant to a Trust Indenture dated June 1, 2017 (the “**Trust Indenture**”). The Bonds are payable from “**Pledged Revenue**” (as defined in the Trust Indenture) which are revenues derived by the “**Debt Service Mill Levy**” (as defined in the MLEPA) received by RMD from NR1 and NR2 under the MLEPA.

HH. The Trust Indenture has the following relevant provisions:

1. “This Indenture shall constitute a contract among the District, the Trustee, and the Owners, and shall remain in full force and effect until the Bonds are no longer Outstanding hereunder.” Section 1.06.
2. “The District covenants to require District No. 1 [NR1] and District No. 2 [NR2] to each impose a Debt Service Mill Levy under the MLEPA (inclusive of the amount thereof required to pay Senior Bonds) in the amount of 50 mills, subject to adjustment as set forth in Section 2.02(b) of the MLEPA.” Section 4.05(f).
3. Each of the following three events is defined as a separate “Event of Default” under the Trust Indenture:
 - a. “The District fails to direct District No. 1 or District No. 2 to impose the Debt Service Mill Levy in the amount specified in Section 4.05(f) hereof;” Section 8.01(b),
 - b. “The District fails to enforce the collection of the Pledged Revenue;” Section 8.01(c) and

- c. “District No. 1 or District No. 2 fails to impose the Debt Service Mill Levy pursuant to the MLEPA or remit to the District the revenue generated from the Debt Service Mill Levy in accordance with the MLEPA.”

II. On December 11, 2023, RMD received information indicating that the Trust Indenture requires that RMD increase the Debt Service Mill Levy rate under the MLEPA to offset all of the impacts to the assessed valuation reductions resulting from SB23B-001. Attached to this Resolution as **Exhibit A** is a letter dated December 14, 2023 from Kline Alvarado Veio, RMD’s bond counsel for the 2017 Bonds, indicating its conclusion that the Trust Indenture and the MLEPA require the Board to increase the Debt Service Mill Levy component of the Equalization Mill Levy in order to offset the reductions in assessed valuation as a result of SB23B-001.

JJ. When RMD’s consultants calculated the revised Debt Service Mill Levy to offset SB23B-001, the required Equalization Mill Levy was approximately 6 mills higher than had been projected when the Board adopted the First Amended Budget.

KK. Unless the Board raises the Operations and Maintenance Mill Levy by a corresponding amount of approximately 6 mills, RMD will be unable to fund all of the operating expenditures required in the 2024 budget year. Even if the District were to fully deplete its reserve fund, to meet such operating needs (including the \$836,700 approved in the First Amended 2024 Budget to fund the aggregate General Fund expenditures of NR1, NR2 and NR3) the Board projects a deficit of approximately \$780,000.

LL. In order for the respective North Range Districts and RMD to comply with their respective bond covenants without a dramatic disruption in services to the community, RMD has thus determined it to be necessary to increase the Equalization Mill Levy to 98.250 mills for 2023 levy year (2024 collection year). On December 13, 2023, RMD sent out further revised Equalization Mill Levy Documents (the “**December Equalization Mill Levy Documents**”) to each of the North Range Districts with such levy rate.

MM. The Board notes that the mill levy rate of 98.250 mills established by the December Equalization Mill Levy Documents is lower than the mill levy rate imposed by each of NR1 and NR2 for collection in 2023 (in violation of the MLEPA).

NN. The Board further notes that after preparing the December Equalization Mill Levy Documents, RMD received the final certified assessed valuations from the Adams County Assessor. The final certified assessed valuations for 2024 are approximately \$240,000 lower than had been anticipated in preparation of the December Equalization Mill Levy Documents, resulting in a reduction in RMD’s operating revenues of approximately \$33,000 in 2024. The Board hereby determines that such further reduction in revenues should be offset by a combination of cuts in expenditures where feasible and increased draws on the General Fund’s reserves. Such cuts in operating expenses, however, would not include any reduction in the \$836,700 aggregate General Fund expenditures desired by NR1, NR2 and NR3.

OO. District counsel for NR2 has informed RMD's counsel that at a meeting held on December 13, 2023, the board of directors of NR2 acknowledged the intent, under protest, to comply with the MLEPA and certify an Equalization Mill Levy of 98.250 mills.

PP. For the reasons set forth above, RMD has set and published notice of a budget hearing and special board meeting to consider further amendments to the 2024 budget (the "**Second Amended 2024 Budget**") by publication in a legal newspaper for Friday, December 15, 2023 at 5:30 p.m.

QQ. The Second Amended 2024 Budget, presented below, complies with the MLEPA and all terms, limitations and exemptions, including, but not limited to, enterprise, reserve transfer and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("**TABOR**") and other laws or obligations which are applicable to or binding upon RMD.

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

1. That estimated expenditures for each fund are as follows:

General Fund:	\$5,920,250
Debt Service Fund:	<u>\$4,012,380</u>
Total	\$9,932,630

2. That estimated revenues are as follows:

General Fund:	
From unappropriated surpluses	\$1,118,590
From fund transfers	\$0
From sources other than general property tax	\$5,392,631
From general property tax	<u>\$0</u>
Total	\$6,511,221

Debt Service Fund:	
From unappropriated surpluses	\$52,929
From fund transfers	\$0
From sources other than general property tax	\$4,038,221
From general property tax	<u>\$0</u>
Total	\$4,091,150

3. That the budget, as hereby approved and amended, shall be certified by the Treasurer and/or President of the District to all appropriate agencies and is made a part of the public records of the District.

TO APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Reunion Metropolitan District has made provision in the budget for revenues in an amount equal to the total proposed expenditures as set forth therein; and

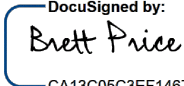
WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any inter-fund transfers listed therein, so as not to impair the operations of District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Reunion Metropolitan District that the following sums are hereby appropriated from the revenues of each fund, to each fund, for the purposes stated in the budget:

General Fund:	\$5,920,250
Debt Service Fund:	<u>\$4,012,380</u>
Total	\$9,932,630

Adopted this 15th day of December 2023.

REUNION METROPOLITAN DISTRICT

By: 
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Chair

Attest:

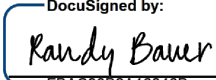

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Secretary

EXHIBIT A

Letter from RMD Bond Counsel

See attached.



December 14, 2023

Board of Directors
Reunion Metropolitan District
c/o David Greher, Esq.
Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook Street, Suite 620, Denver, CO 80206

Re: Impact of SB 23B-001 on Debt Service Mill Levy under Mill Levy Equalization and Pledge Agreement

Ladies and Gentlemen:

This letter addresses the impact of legislation recently enacted during the special session of the Colorado Legislature (“**SB 23B-001**”) on the debt service mill levies pledged to repayment of the Reunion Metropolitan District (the “**District**”) Revenue Bonds, Series 2017 (the “**Reunion Bonds**”).

The Reunion Bonds are payable from and secured by “Pledged Revenue”, which includes “Surplus Debt Mill Levy Revenues”, defined as all revenues collected by North Range Metropolitan District Nos. 1 and 2 (the “**North Range Districts 1 & 2**”) as a result of their imposition of a debt service mill levy in excess of what is required to pay senior bonds of the North Range Districts 1 & 2 as required by the Mill Levy Equalization and Pledge Agreement (“**MLEPA**”). Under the terms of the MLEPA between the District, North Range Districts 1 & 2, and North Range Metropolitan District Nos. 3 & 4, the North Range Districts 1 & 2 are each required to impose a debt service mill levy for the repayment of the Reunion Bonds in the amount of 50 mills “**subject to adjustment in the event the method of calculating assessed valuation is**

changed as of August 6, 2001, in which case, the debt service mill levy may be increased or

Letter to Board of Directors

December 14, 2023

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decreased to reflect such changes, so that to the extent possible, the actual tax revenues generated by the debt service mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes.” MLEPA Section 2.02(b) (emphasis added).

The Reunion Bonds, in turn, require that Reunion make such adjustments to the debt service mill levy rate under the MLEPA. Section 4.05(f) of the Trust Indenture for the Reunion Bonds (the “**Reunion Bond Indenture**”) states: “The District covenants to require District No. 1 and District No. 2 to each impose a Debt Service Mill Levy under the MLEPA (inclusive of the amount thereof required to pay Senior Bonds) in the amount of 50 mills, subject to adjustment as set forth in Section 2.02(b) of the MLEPA.”

On November 20, 2023, SB 23B-001 became law. SB 23B-001 temporarily reduces the assessment rate for all residential real property to 6.7% in levy year 2023 (for collection in 2024), and temporarily reduces the calculation of the actual value of each residential property by up to \$55,000 in levy year 2023 (but in no event to an actual valuation of less than \$1,000). Thus, the enactment of SB 23B-001 results in a change in “the method of calculating assessed valuation” under the MLEPA. Such change requires the District, pursuant to the Reunion Bond Indenture, to direct North Range Districts 1 & 2 to increase their respective debt service mill levies pursuant to the MLEPA to take into account the statutory change effected by SB 23B-001.

We hope the foregoing information is helpful. Please do not hesitate to reach out to us if you have further questions.

Respectfully submitted,

A handwritten signature in blue ink that reads "Kent C. Veio". The signature is written in a cursive, slightly slanted style.