

REUNION METROPOLITAN DISTRICT

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Greenwood Village, CO 80111
Phone: 303-779-5710
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NOTICE OF SPECIAL MEETING AND AGENDA

DATE: December 12, 2024

TIME: 5:00 p.m.

LOCATION: Via Zoom

<https://us02web.zoom.us/j/85100722203>;
Or join by phone
(719) 359-4580,,85100722203# US
Webinar ID: 851 0072 2203

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

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

I. ADMINISTRATIVE MATTERS

- A. Confirm quorum, call to order and present disclosures of potential conflicts of interest.
- B. Approve agenda, confirm location of meeting and posting of meeting notice.
- C. Public Comment.
Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

II. CONSENT AGENDA

- A. Review and consider approval of minutes from the September 18, 2024 Special Meeting (enclosure).
- B. Consider adoption of 2025 Annual Administrative Resolution (enclosure).

III. MANAGER MATTERS

- A. Parks/Irrigation Manager's Report (enclosure).
 - 1. Review and consider approval of 2025 Landscape and Snow Removal Contracts with Environmental Design (EDI) (enclosures).
- B. Recreation and Programming Report (enclosure).
- C. Community Manager's Report (enclosure).
- D. Discuss 2025 Regular Meeting Dates [February 4, May 13, August 5 and November 11 at 6:00 p.m.].
- E. Review and consider approval of CliftonLarsonAllen LLP Statement(s) of work for 2025 accounting and management services (enclosures).

IV. FINANCIAL MATTERS

- A. Review, ratify and consider approval of claims (enclosure).
- B. Review and consider acceptance of the September 30, 2024 Unaudited Financial Statements (enclosure).
- C. Review and Consider Approval of Engagement Letter with Wipfli for 2024 Audit Services (enclosure).

V. ENGINEER MATTERS

- A. Review and consider approval of Deed from the District to The Gallery at Reunion Association, Inc. for Filing 37, Tract R (enclosure).

VI. LEGAL MATTERS

- A. Review and consider adoption of Resolution Calling for the 2025 Regular District Election and Appointing a Designated Election Official (enclosure).
- B. Review and consider approval of Independent Contract Agreement (Recreation Center Facility Management – 2025) between the District and The Young Men's Christian Association of Metropolitan Denver d/b/a YMCA of Metropolitan Denver (enclosure).
- C. Review and consider approval of Independent Contract Agreement (HOA Management) between the District and MSI (enclosure).
- D. Consider approval of District 2025 fee schedule (to be distributed).
- E. Executive Session: Executive Session to receive legal advice from District counsel on specific legal questions pursuant to Section 24-6-402(4)(b), C.R.S., regarding pending litigation and matters related to collection of unpaid fees and charges.
- F. Approve action, if necessary, regarding matters discussed during Executive Session.

VII. OTHER BUSINESS

VIII. ADJOURNMENT

There are no regular meetings scheduled for the remainder of 2024.

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
REUNION METROPOLITAN DISTRICT (THE “DISTRICT”)
HELD
SEPTEMBER 18, 2024

A special meeting of the Board of Directors of the Reunion Metropolitan District (referred to hereafter as the “Board”) was convened on Wednesday, September 18, 2024 at 6:00 p.m. This District Board meeting was held virtually via Zoom. The meeting was open to the public.

ATTENDANCE

Directors in attendance were:

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

Also, In Attendance Were:

- Matt Urkoski, Anna Jones, Shelby Clymer and Curtis Bourgouin; CliftonLarsonAllen LLP (“CLA”)
- David Greher, Esq. and Sarah Luetjen; Cockrel Ela Glesne Greher and Ruhland, P.C.
- Bill Kyriagis, Esq.; Otten Johnson Robinson Neff & Ragonetti PC
- Raul Martinez; Reunion Metropolitan District
- Aaron Clutter; JR Engineering
- Curtis Hain; MSI
- Misty Schissler; YMCA
- Jessica Reynolds; Wolfersberger LLC
- David Sanchez, Ronna Sanchez, Max Roberts, Ryan Keefer, Scott Davis, Miranda X and other members of the public

ADMINISTRATIVE MATTERS

Confirm quorum, Call to Order and Disclosures of Potential Conflicts of Interest:

The meeting was called to order at 6:02 p.m. by President Price. A quorum was confirmed. The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted by Attorney Greher that disclosures of potential conflicts of interest were filed with the Secretary of State for all directors. No additional conflicts were disclosed at the meeting.

Approve Agenda, Confirm Location of Meeting and Posting of Meeting Notice:

Following discussion, upon a motion duly made by President Price, seconded by Director Roberts and, upon vote, unanimously carried, the Board approved the agenda, as presented.

The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, and upon a motion duly made by President Price, seconded by Director Roberts and, upon vote, unanimously carried, the Board determined that the meeting was conducted via Zoom and encouraged public participation via Zoom. The Board further noted that notice providing the time, date and video link information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within the District's boundaries.

Public Comment:

Ronna Sanchez requested that the Board meetings be held in person.

David Sanchez asked about the Board vacancy and would like to suggest a resident to fill the vacant position.

CONSENT AGENDA: Following review and discussion, upon a motion duly made by President Price, seconded by Director Bauer, upon vote, unanimously carried, the Board approved the following Consent Agenda items, as presented.

Minutes of May 7, 2024 Regular Meeting.

Service Agreement for Asphalt Patching Services between the District and A-Fast Patch, Inc. for 10690 Nucla Street Repair Work.

Services Agreement for Sidewalk, Curb and Gutter Concrete Services between the District and Concrete Rojas, LLC for 10690 Nucla Street Repair Work.

Service Agreement between the District and Streamline Software, Inc. for Community Pro government software for new website.

MANAGER MATTERS

Parks/Irrigation Manager's Report:

Mr. Martinez reviewed the report enclosed in the packet and highlighted the landscape efforts at 104th. The Board asked about the resident inquiries and associated outcomes.

Operation Manager's Report:

Ms. Schissler reviewed the report that was enclosed in the packet.

HOA Manager's Report:

Mr. Hain reviewed the report that was enclosed in the packet.

Update on parking issues:

Mr. Urkoski discussed the signage indicating overnight parking is not allowed in the Rec Center parking lot has been installed.

Other Manager Matters:

None.

FINANCIAL MATTERS**Payment of Claims:**

Ms. Clymer reviewed the payment of claims with the Board. Following discussion, upon a motion duly made by Director Rau, seconded by Director Roberts and, upon vote, the Board ratified and/or approved claims in the amount of \$2,745,300.52.

June 30, 2024 Unaudited Financial Statements:

Ms. Clymer reviewed the unaudited financial statements for the period ending June 30, 2024 with the Board. Following discussion, upon a motion duly made by Director Rau, seconded by President Price and, upon vote, unanimously carried, the Board accepted the June 30, 2024 Unaudited Financial Statements as presented.

2023 Audit:

Ms. Clymer reviewed the 2023 Audit with the Board. Following discussion, upon a motion duly made by Director Rau, seconded by President Price and, upon vote, unanimously carried, the Board approved the 2023 Audit, subject to final legal review, and authorized execution of the Representations Letter.

Public Hearing on Third Amendment to 2024 Budget:

President Price opened the public hearing at 6:40 p.m. to consider a third amendment to the 2024 Budget.

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

Ms. Clymer reviewed the Third Amendment with the Board. The Board discussed.

Scott Davis asked about the gym floor budget allocation in 2025.

Ryan Keefer asked about the covenant enforcement fund and associated fees.

The Board discussed the questions from the residents. Mr. Hain provided some context on the covenant enforcement questions and related fees. President Price and Director Rau addressed the question regarding the gym floor costs and associated budget.

The public hearing was closed at 6:45 p.m.

Resolution to Adopt the Third Amended 2024 Budget:

Following discussion, upon a motion duly made by President Price, seconded by Director Roberts and, upon vote, unanimously carried, the Board adopted the Resolution to Adopt the Third Amended 2024 Budget.

Public Hearing on 2025 Budget:

President Price opened the public hearing at 7:06 p.m. to consider the Resolution to Adopt 2025 Budget, Set Mill Levies and Appropriate Funds.

It was noted that publication of Notice stating that the Board would consider a Resolution to Adopt 2025 Budget, Set Mill Levies and Appropriate Funds and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the public hearing.

Ms. Clymer reviewed the estimated 2024 expenditures and the proposed 2025 expenditures.

Ryan Keefer raised general questions about the anticipated expenditures.

Ronna Sanchez indicated the mill levy was too high and would like to see it reduced.

Director Rau addressed the increased costs and mill levies noting this is due to the North Range districts’ operating expenses and increased mill levies. Director Rau noted the Board is available for discussion as/if appropriate.

The public hearing was closed at 7:09 p.m.

Resolution to Adopt the 2025 Budget, Appropriate Sums of Money and to Set Mill Levies:

Upon a motion duly made by Director Rau, seconded by President Price and, upon vote, unanimously carried, the Board approved the 2025 Budget, as discussed, and considered adoption of Resolution to Adopt the 2025 Budget, Appropriate Sums of Money and to Set Mill Levies. Following discussion, upon vote unanimously carried, the Board adopted the Resolution and authorized execution of the Certification of Budget. The District Accountant was directed to transmit the Certification of Tax Levies to the Board of County Commissioners of Adams County not later than December 15, 2024, and was directed to transmit the Certification of Budget to the Division of Local Government no later than January 31, 2025.

ENGINEER MATTERS**Change Order No. 01 to Service Agreement for Reunion Phase 2 Underdrain Maintenance between the District and QP Services for clearing out debris form a section of underdrain, a special spray nozzle and three days' time anticipated to clear:**

Mr. Clutter reviewed Change Order No. 01 with the Board. Following discussion, upon a motion duly made by Director Bauer, seconded by President Price and, upon vote unanimously carried, the Board approved Change Order No. 01 to Service Agreement for Reunion Phase 2 Underdrain Maintenance between the District and QP Services for clearing out debris form a section of underdrain, a special spray nozzle and three days' time anticipated to clear, in the amount of \$12,032.82.

Change Order No. 02 to Services Agreement for Reunion Filing 27 landscape Improvements between the District and Consolidated Divisions, Inc. for directional boring and clean-up required for the irrigation systems:

Mr. Clutter reviewed Change Order No. 02 with the Board. Following discussion, upon a motion duly made by Director Bauer, seconded by President Price and, upon vote unanimously carried, the Board approved Change Order No. 02 to Services Agreement for Reunion Filing 27 landscape Improvements between the District and Consolidated Divisions, Inc. for directional boring and clean-up required for the irrigation systems, in the amount of \$15,597.50.

Change Order No. 05 to Service Agreement for Reunion Ridge Filing No. 1 Phases 2-4 Landscape Improvements between the District and Designsapes Colorado, for compensation for additional time required to maintain the landscape not originally accounted for in the project:

Mr. Clutter reviewed Change Order No. 05 with the Board. Following discussion, upon a motion duly made by Director Bauer, seconded by President Price and, upon vote unanimously carried, the Board approved Change Order No. 05 to Service Agreement for Reunion Ridge Filing No. 1 Phases 2-4 Landscape Improvements between the District and Designsapes Colorado, for compensation for additional time required to maintain the landscape not originally accounted for in the project, in the amount of \$16,335.00.

Change Order No. 10 to Service Agreement for Reunion Ridge Filing No. 1 Ragweed Draw and Phase 1 Landscape Improvements between the District and Designsapes Colorado, for compensation for additional time required to maintain the landscape not originally accounted for in the project:

Mr. Clutter reviewed Change Order No. 10 with the Board. Following discussion, upon a motion duly made by Director Bauer, seconded by President Price and, upon vote unanimously carried, the Board approved Change Order No. 10 to Service Agreement for Reunion Ridge Filing No. 1 Ragweed Draw and Phase 1 Landscape Improvements between the District and Designsapes Colorado, for compensation for additional time required to

maintain the landscape not originally accounted for in the project, in the amount of \$22,686.00.

Change Order No. 07 to Service Agreement for Filing 37 Landscape Improvements between the District and Brightview Landscape Development for excavation and haul away of excess soil, steel edging, fabric barrier and rock mulch at the end of E. 109th Place, Tract AA:

Mr. Clutter reviewed Change Order No. 07 with the Board. Following discussion, upon a motion duly made by Director Bauer, seconded by President Price and, upon vote unanimously carried, the Board approved Change Order No. 07 to Service Agreement for Filing 37 Landscape Improvements between the District and Brightview Landscape Development for excavation and haul away of excess soil, steel edging, fabric barrier and rock mulch at the end of E. 109th Place, Tract AA, in the amount of \$9,212.00.

Change Order No. 08 to Service Agreement for Filing 37 Landscape Improvements between the District and Brightview Landscape Development for wiring change to a two-wire system:

Mr. Clutter reviewed Change Order No. 08 with the Board. Following discussion, upon a motion duly made by Director Bauer, seconded by President Price and, upon vote unanimously carried, the Board approved Change Order No. 08 to Service Agreement for Filing 37 Landscape Improvements between the District and Brightview Landscape Development for wiring change to a two-wire system, in the amount of \$3,212.00.

Final acceptances of irrigation and landscape improvements for Filing 37 landscape irrigation:

Following discussion, upon a motion duly made by President Price, seconded by Director Roberts and, upon vote unanimously carried, the Board approved the final acceptances of irrigation and landscape improvements for Filing 37 landscape irrigation.

Land deed from the District to the Gallery at Reunion Association for Filing 37, Tract R:

Mr. Clutter reviewed the land deed with the Board. The Board deferred this to the next meeting.

Resolution accepting the Cost Certifications for Filing 36, authorizing the reimbursement of development expenses to Clayton Properties, and approving the execution of reimbursement:

Mr. Clutter reviewed the Resolution with the Board. Following discussion, upon a motion duly made by Director Bauer, seconded by President Price and, upon vote, unanimously carried, the Board adopted the Resolution accepting the Cost Certifications for Filing 36, authorizing the reimbursement of development expenses to Clayton Properties, and approving the execution of reimbursement.

Resolution accepting the Cost Certifications for Filing 34, authorizing the reimbursement of development expenses to Clayton Properties, and approving the execution of reimbursement:

Mr. Clutter reviewed the Resolution with the Board. Following discussion, upon a motion duly made by Director Bauer, seconded by President Price and, upon vote, unanimously carried, the Board adopted the Resolution accepting the Cost Certifications for Filing 34, authorizing the reimbursement of development expenses to Clayton Properties, and approving the execution of reimbursement.

Subdistrict Alley Maintenance Proposal:

Mr. Clutter reviewed the proposal with the Board. Discussion ensued. The Board tabled this matter to a future meeting.

LEGAL MATTERS

Executive Session to receive legal advice from District counsel on specific legal questions pursuant to Section 24-6-402(4)(b), C.R.S., regarding budget and finance issues; pending litigation, the Mill Levy Equalization and Pledge Agreement, the District Operating Services Agreement, and other matters related to North Range Metropolitan District Nos. 1, 2 and 3; statutory compliance; collection of delinquent fees, penalties and charges; CORA policy; and permitting of District facilities:

The Board tabled this matter and did not go into executive session.

Approve action, if necessary, regarding matters discussed during Executive Session:

Not applicable.

Resolution Designating the Official Custodian of Records and Adopting an Amended and Restated Policy on Responding to Open Records Requests:

Attorney Greher reviewed the Resolution with the Board. Following discussion, upon a motion duly made by President Price, seconded by Director Roberts and, upon vote, unanimously carried, the Board adopted the Resolution Designating the Official Custodian of Records and Adopting an Amended and Restated Policy on Responding to Open Records Requests.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by President Price, seconded by Director Roberts and, upon vote, unanimously carried, the meeting was adjourned at 7:49 p.m.

Respectfully submitted,

By _____

Secretary for the Meeting

**CERTIFIED COPY OF ANNUAL ADMINISTRATIVE RESOLUTION OF
REUNION METROPOLITAN DISTRICT (2025)**

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

At a regular meeting of the Board of Directors (the “**Board**”) of the Reunion Metropolitan District (the “**District**”), Adams County, Colorado, held virtually via Zoom, on December 12, 2024 at 5:00 p.m., there were present:

Brett Price
Bruce Rau
Tim Roberts
Randy Bauer

Absent: .

Also present were: David Greher of Cockrel Ela Glesne Greher & Ruhland, P.C.; Matt Urkoski, Anna Jones, Ashley Heidt, Shelby Clymer and Curtis Bourgouin of CliftonLarsonAllen LLP.

When the following proceedings were had and done, to wit:

It was moved by Director to adopt the following Resolution and ratify actions taken in connection herewith:

WHEREAS, the District was organized as a special district pursuant to an Order of the District Court in and for Adams County (the “**County**”), Colorado, and is located entirely within said County and within Commerce City (the “**City**”); and

WHEREAS, the Board has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, the Directors may receive compensation for their services subject to the limitations imposed by § 32-1-902(3)(a) (II), C.R.S.; and

WHEREAS, the Special District Act, Title 32, Article 1, C.R.S., requires the Board to publish certain legal notices in a newspaper of general circulation in the District; and

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

WHEREAS, in accordance with the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., the Board is given authority to obtain insurance against liability for injuries for which the District may be liable under the Governmental Immunity Act, pursuant to § 24-10-115, C.R.S.; and

WHEREAS, §§ 32-1-901(2) and 32-1-902(2), C.R.S., require the District to obtain an individual, schedule or blanket surety bond in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file such bond with the District Court and the Division of Local Government (the “**Division**”); and

WHEREAS, in accordance with § 24-10-115, C.R.S., the Board is given the authority to obtain insurance to insure the District against all or any part of the District’s liability; and

WHEREAS, § 32-1-306, C.R.S., requires the District to maintain a current, accurate map of its boundaries and shall provide for such map to be on file with the County Assessor, County Clerk and Recorder and the Division on or before January 1st of each year; and

WHEREAS, § 32-1-809, C.R.S., requires that the District, between November 16th and January 15th of the subsequent year, provide notice to the eligible electors of the District (the “**Transparency Notice**”), which notice shall contain the following information:

- The address and telephone number of the principal business office;
- The name and business telephone number of the manager or other primary contact person;
- The names of and contact information for members of the board, the name of the board chair, and the name of each member whose office will be on the ballot at the next regular special district election;
- The times and places designated for regularly scheduled meetings of the board during the year, and the place where notice of board meetings is posted pursuant to § 24-6-402(2)(c), C.R.S.;
- The current mill levy, and total ad valorem tax revenue received during the last year;
- The date of the next regular special district election of board members;
- The procedure and time to submit a self-nomination form for election to the board;
- Information on the procedures to request permanent absentee voter status; and
- The address of any website on which the special district’s election results will be posted.

The Transparency Notice shall be filed with the Division, Board of County Commissioners, County Assessor, County Treasurer and County Clerk and Recorder of

each county in which the special district is located, and with the governing body of any municipality in which the special district is located, and shall be provided to electors in one or more of the following ways:

- Mailing the notice separately to each household where one or more eligible electors of the special district resides;
- Including the notice as a prominent part of a newsletter, annual report, billing statement, letter, voter information card or other notice sent by the special district to the eligible electors;
- Posting the information on the official website of the special district if there is a link to the district's website on the official website of the Division;
- For any district that is a member of the Special District Association, by mailing or electronically transmitting the notice to the Special District Association, which shall post the notice on its website.

WHEREAS, § 29-1-205, C.R.S., requires that within 30 days after receiving a written request from the Division, the District shall provide the Division with a current list of all contracts in effect with other political subdivisions; and

WHEREAS, the Local Government Budget Law of Colorado, Title 29, Article 1, Part 1, C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments thereto, to adopt budgets, and to file copies of the budgets and amendments thereto; and

WHEREAS, in accordance with § 39-5-128(1), C.R.S., the District shall certify its mill levy with the Board of County Commissioners on or before December 15th; and

WHEREAS, in accordance with § 32-1-207(3)(c), C.R.S., the District shall electronically file an annual report for the preceding calendar year with the City, County Clerk and Recorder, State Auditor and the Division of Local Government on or before October 1st; unless the requirement is otherwise requested by an earlier date by the City; and

WHEREAS, in accordance with the Public Securities Information Reporting Act, Title 11, Article 58, Part 1, C.R.S., issuers of non-rated public securities issued to the public must file an annual report with the Department of Local Affairs; and

WHEREAS, § 32-1-104.8, C.R.S., requires the District to record a Special District Disclosure Document and a map of the boundaries of the District with the County Clerk and Recorder at the time of recording any decree or order organizing a special district or including additional property in a special district; and

WHEREAS, in accordance with § 29-1-604(1), C.R.S., if expenditures and revenues of the District are not in excess of \$100,000, the District may file an application

for exemption from audit with the State Auditor; or, in accordance with § 29-1-604(2), C.R.S., if expenditures and revenues of the District are at least \$100,000 but not more than \$750,000 the District may file an application for exemption from audit with the State Auditor, or in accordance with § 29-1-603, C.R.S., the governing body of the District shall cause to be made an annual audit of the financial statements for each fiscal year; and

WHEREAS, the Unclaimed Property Act, Title 38, Article 13, , C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer by November 1st; and

WHEREAS, in accordance with § 24-12-103, C.R.S., a person designated by the District shall have the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion; and

WHEREAS, in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S., either the Board of County Commissioners of each county in which the District is located, or the governing body of the municipality that has adopted a resolution of approval of the District, may require the District to file an application for quinquennial finding of reasonable diligence; and

WHEREAS, special district directors are governed by § 32-1-902(3), C.R.S., which requires such directors to disqualify himself/herself from voting on an issue in which he or she has a conflict of interest unless the director has properly disclosed such conflict in compliance with law; and

WHEREAS, § 32-1-902, C.R.S., requires the Board to elect officers, including a Chair of the Board and President of the District, a Treasurer of the Board and District, and a Secretary, who may be a member of the Board; and

WHEREAS, in accordance with the Workers' Compensation Act of Colorado, Title 8, Articles 40 to 47, C.R.S., the District is required to carry workers' compensation coverage for its employees, but the Board members may opt out of such coverage by the methods prescribed in the Workers' Compensation Act of Colorado; and

WHEREAS, the Board desires to continue engagement of general counsel for the District to assist with providing legal services and to assist with the operation of the District; and

WHEREAS, the Board desires to continue engagement of an accountant and management for the District to assist with providing financial services and to assist with the financial operations and to manage the affairs of the District, and who shall also be designated as the budget officer required to prepare and submit to the Board a proposed District budget by October 15, pursuant to §§ 29-1-104 and 29-1-105(3)(d), C.R.S.; and

WHEREAS, the Board desires to continue engagement of an engineering firm to provide engineering services for the District; and

WHEREAS, concerning the public records of the District, § 24-72-202(2), C.R.S., defines “**Official Custodian**” to mean and include any officer or employee of any political subdivision of the state who is responsible for the maintenance, care, and keeping of public records, regardless of whether the records are in his or her actual personal custody and control; the maintenance, care and keeping of public records shall be in accordance with the Colorado Special District Records Management Manual; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF REUNION METROPOLITAN DISTRICT, ADAMS COUNTY, COLORADO AS FOLLOWS:

1. The Board determines that each director shall not receive compensation for services as a director.

2. The Board designates the *Commerce City Sentinel Express* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in accordance with applicable statutes.

3. The Board determines to hold regular meetings in 2024 on February 4, May 13, August 5, and November 11 at 6:00 p.m. at 17910 East Parkside Drive North, Commerce City, Colorado, and/or by telephone, electronic, or other means not including physical presence.

4. The Board directs the District’s management to obtain proposals and/or renewals for insurance, as applicable, to insure the Directors acting within the scope of employment by the Board against all or any part of such liability for an injury; to insure against the expense of defending a claim for injury against the District or its Board. Additionally, the Board directs the District’s management to obtain bonds or equivalent insurance coverage as required by §§ 32-1-901(2) and 32-1-902(2), C.R.S., in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file the bond or certificate of insurance with the District Court and the Division.

5. The Board directs the District’s management to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District’s liability, in accordance with the Colorado Governmental Immunity Act. The Board directs the District’s accountant/management to cause to be paid the annual Special District Association membership dues, agency fees and insurance premiums, as applicable, in a timely manner.

6. The Board directs the District's management to maintain a current, accurate boundary map and shall provide for such map to be on file with the Division, with the County Assessor and with the County Clerk and Recorder on or before January 1st.

7. The Board directs the District's management to provide the Transparency Notice to the eligible electors of the District, the Board of County Commissioners of the County, County Assessor, County Treasurer, County Clerk and Recorder, the Division, and the City Council between November 16th and January 15th of the subsequent year.

8. The Board directs the District's management to prepare and file with the Division, within 30 days after receiving a written request from the Division, a current list of all contracts in effect with other political subdivisions.

9. The Board designates the District's accountant to serve as the budget officer, and to submit a proposed budget to the Board by October 15th for the following year, and, in cooperation with management, to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolutions and amendments to the budget, if necessary; to certify the mill levies on or before December 15th; and to file the approved budgets and amendments thereto with the proper governmental entities in accordance with the Local Government Budget Law of Colorado.

10. The Board directs the District's general counsel to prepare and electronically file the annual report with the City, the County Clerk and Recorder, State Auditor and Division on or before October 1st or earlier if required by the City.

11. The Board directs the District's management to prepare and file the annual public securities report for nonrated public securities issued by the District, with the Department of Local Affairs on or before March 1st, if applicable.

12. The Board directs the District's general counsel to provide the Special District Disclosure Document and a map of the District's boundaries to the County Clerk and Recorder, for recording, at the same time an inclusion order is recorded.

13. The Board directs the District's accountant to: (i) obtain proposals for auditors to be presented to the Board, (ii) to cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and (iii) to cause the audit to be filed with the State Auditor by July 31st, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and 29-1-606, C.R.S. Alternatively, if warranted by § 29-1-604, C.R.S., the Board directs the District's accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31st in accordance with § 29-1-604, C.R.S.

14. The Board directs the District's accountant to prepare the mill levy certification form and directs the District's accountant to file the mill levy certification form with the Board of County Commissioners on or before December 15th.

15. The Board directs the District's general counsel to prepare the Unclaimed Property Act report and forward the report to the State Treasurer by November 1st, if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with §§ 38-13-110, C.R.S.

16. The Board directs the District's **management** to monitor and maintain the District's website, in accordance with § 32-1-104.5, C.R.S. and comply with website accessibility standards, in accordance with § 24-34-802 , C.R.S.

17. The Board hereby designates, in addition to any officer of the District, Sarah H. Luetjen as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

18. The Board directs the District's general counsel to prepare and file with the City Council, if requested, the quinquennial finding of reasonable diligence in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S.

19. The District hereby elects the following officers for the District:

President/Chair of the Board [REDACTED]
 Secretary/Treasurer – [REDACTED]
 Assistant Secretary – [REDACTED]
 Assistant Secretary – [REDACTED]
 Assistant Secretary – [REDACTED]

20. The Board directs the District's general counsel to file conflict of interest disclosure forms provided by Board members with the Secretary of State annually. At the discretion of general counsel, transactional conflict of interest disclosures shall be filed 72 hours prior to regular and special meetings of the Board, when applicable, or at a Board member's request. In addition, written disclosures required to be filed with the governing body in accordance with § 18-8-308, C.R.S., shall be deemed filed with the Board when filed with the Secretary of State.

21. For the avoidance of doubt, the Board affirms the current indemnification resolution to allow the resolution to continue in effect as written.

22. In accordance with § 8-40-202(1)(a)(I)(B), C.R.S., the Board hereby waives workers' compensation coverage for individual Board members by opting that the individual Board members not be deemed employees as that term is defined in the

Workers' Compensation Act of Colorado, and directs legal counsel to file a statement with the Division of Workers' Compensation in the Department of Labor and Employment for the State of Colorado at least 45 days before the start of the policy year in order to effect such waiver of coverage.

23. The Board continues the engagement of Cockrel Ela Glesne Greher & Ruhland, P.C., as general counsel for the District.

24. The Board continues the engagement of CliftonLarsonAllen LLP to provide accounting and management services for the District.

25. The Board continues the engagement of JR Engineering to provide engineering services for the District.

26. The Board designates CliftonLarsonAllen LLP to serve as the official custodian of public records and to follow the Colorado Special District Records Retention Schedule, as adopted by the District.

WHEREUPON, the motion was seconded by Director _____ and upon vote, unanimously carried. The Chair declared the motion carried and so ordered.

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER, 2024.

REUNION METROPOLITAN DISTRICT

By: _____
Chair

Attest:

Secretary

CERTIFICATION

I, [REDACTED], Secretary of the Board of Directors of the Reunion Metropolitan District, Adams County, Colorado do hereby certify that the attached and foregoing Resolution is a true copy from the records of the proceedings of the Board of Directors of the Reunion Metropolitan District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Reunion Metropolitan District, at Adams County, Colorado, this 12th day of December, 2024.

Secretary



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

Parks and Irrigation Manager Report

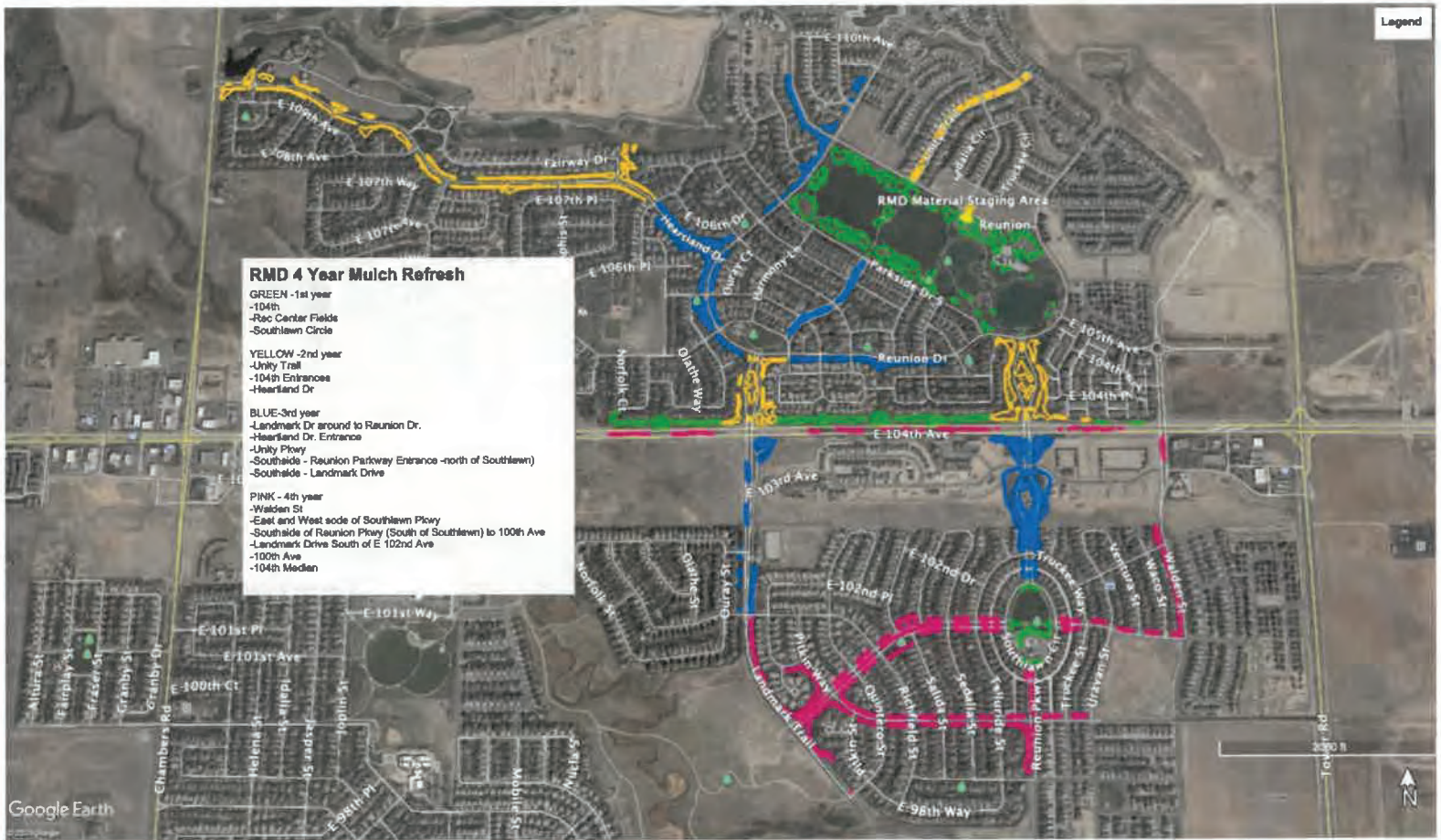
December 12, 2024

Landscape:

- Filing 37 phase 1 and 2 as well as Reunion Ridge Carriage phase 1 and Filing 36 phase have completed the one-year warranty. Reunion Ridge Common, Reunion Ridge Carriage phase2, filing 27 phase 1, and Filing 36 phase 2 have Completed the 1-year warranty period. The district has done initial acceptance of phase 1 of the American Dream product, as well as phase 1 of the Carriage home product in filing 37.
- All projects are completed for 2024.
 1. Phase 4 of the 4-year mulch project. See Attached map of areas. We did the pink area this season. In 2025 we will begin in phase 1
 2. The Multi-purpose field and South lawn Park were aerated and top dressed with organic material, as well as over-seeded.
 3. The 104th enhancement and sod replacement project was completed.
- Fall application of fertilizer is complete.
- Tree pruning is ongoing.
- We will start hanging holiday lights throughout the community in the next couple of weeks.

Irrigation:

- Winter watering of trees began the last week of November.
- We have completed winterizing the irrigation system



REUNION RESIDENT REPORTED ISSUES AND CONCERNS LOG - Fall 2024

Issue/Topic	Location	Date Reported	Resolved?	Resolution Date	Resolution
Landscaping	In front of 10325 Wheeling St	9/17/2024			Raul noted this area is Reunion Ridge and the District has not accepted yet. They had a final acceptance walk the week of Sept 23rd.
"R" replacement in Reunion sign	104th/ landmark SW Corner	9/18/2024	Yes	9/24/2024	Raul Engaged a sign company to come out and replace the R in the sign.
ADA Compliance of Pet Waste Station	111th and Parkside Dr	9/19/2024	Yes	9/20/2024	Raul's team moved the pet waste station closer to the sidewalk to comply with ADA
Burnt out Lights	Southlawn	9/19/2024	Not the Districts responsibility	9/25/2024	Raul contacted the resident and let them know the lights are not owned by the District.
Request to install light at mailbox kiosk	103rd Ave, across from Sterline Duets	10/1/2024			
Home in disrepair	(Redacted)	10/3/2024	Yes	10/4/2024	Curtis noted he has been in contact with the owner, violations have been issued and he believes the owner is on the right track going forward. Curtis reached out to the concerned neighbor who filed the complaint.
Broken Curb	17821 Parkside Dr N	10/21/2024	Not the Districts responsibility	10/22/2024	Aaron and Raul determined this is the responsibility of the City, not the District. Matt let the owner know this is the City's responsibility.
Violation from City- Signs in the Right of Way	Various	10/22/2024	Yes	10/22/2024	Legal worked with Oakwood to get the City in contact with the right person at Oakwood to address the issue.
Broken fence on back of property from car crash	10001 Walden Ct	11/4/2024	Yes	11/5/2024	Raul reached out to the owner and notified them that the District will be repairing the fence on 11/8/2024.
Community Garden request	not provided	11/19/2024	N/A		Anna let the resident know this is something that has been discussed before and the discussion is still ongoing. Resident will check back in a couple of months to see if a decision was made.
Landscaping Company using residents yard as storage	17910 E 103rd Ave	11/23/2024	yes	11/25/2024	Raul and Curtis noted this is not District activity. Raul reached out to the resident.
Incessant Barking Dog	(Redacted)	11/28/2024	N/A	12/2/2024	Curtis reached out to the resident and let them know he can issue a violation for "Animal Control – Excessive Barking" and will work with the impacted owner to monitor the issue.
Broken branch blocking road	17938 E 105th Ave.	12/2/2024	Yes	12/3/2024	Raul's crew removed the branch, Matt called owner back to notify her of the resolution.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”) is made and entered into to be effective as of January 1, 2025, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and ENVIRONMENTAL DESIGNS, LLC, a Colorado limited liability company (the “**Contractor**”) (the District and the Contractor are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

WITNESSETH:

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

1. Services. The Contractor agrees to provide services related to the following scopes of services, attached hereto and incorporated herein by reference:

(a) Landscape Maintenance Agreements, as further detailed in Proposal Nos. 118747, 118749, 118750, 118751, 118752, 120828, collectively attached hereto as Exhibit A;

(b) Landscape Enhancement Agreements in an aggregate amount not to exceed \$150,000, as further detailed in Agreements 120826 and 120871 and other proposals related to Additional Landscape Enhancements (as defined below), collectively attached hereto as Exhibit B, which exhibit may be amended as described below;

The Services referenced above along with any Additional Scope of Services is hereinafter referred to as the “**Scope of Services**.” All provisions of the Scope of Services, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and any Scope of Services, the provisions contained within this Agreement shall control. In addition to the enhancements detailed in Agreement 120826 and 120871, the Parties may expand the Scope of Services to include additional landscape enhancements (the “**Additional Landscape Enhancements**”). Any Additional Landscape Enhancements shall be detailed in one or more Landscape Enhancement Agreements, each with a distinct Proposal No., and shall be executed by the District President or Vice President, subject to approval and/or ratification of the District’s Board of Directors. Upon execution, such Landscape Enhancement Agreements shall be attached to Exhibit B of this Agreement, and shall be incorporated into this Agreement by reference.

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall commence on January 1, 2025 and shall continue until December 31, 2025. Any extension to the term of services set forth above must be agreed upon in writing by the Parties.

3. Termination by District. Notwithstanding the time periods contained herein, the District may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least ten (10) days prior to the termination date contained in said notice unless otherwise agreed to in writing by the Parties. In

the event of any such termination by the District, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Such payment shall be the Contractor's sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the District may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to the District for services under this Agreement to the minimum. No work shall be performed during such suspension except with prior written authorization by the District Representative. After a suspension has been in effect for thirty (30) days, the Contractor may terminate this Agreement at will.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the District agrees to pay the Contractor the amounts set forth in the Scope of Services. The District shall provide no benefits to the Contractor other than the compensation and approved Reimbursable Expenses stated above. The Contractor shall bill its charges to the District periodically, but no more frequently than once a month. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The District shall provide no benefits to the Contractor other than the compensation stated above.

6. Qualifications on Obligations to Pay. No partial payment shall be final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the District may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

- (a) The Contractor is in default of any of its obligations under this Agreement.
- (b) Any part of such payment is attributable to services that are not performed according to this Agreement. The District will pay for any portion of the services performed according to this Agreement.
- (c) The Contractor has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the District has made payments to the Contractor.

7. District Representative. The District will designate, prior to commencement of work, its project representative (the "**District Representative**") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the District Representative.

8. Independent Contractor. The services to be performed by the Contractor are those of an independent contractor and not of an employee of the District. **The Contractor is**

obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from the District for the performance of the services specified in this Agreement.

9. Personal Services. It is understood that the District enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the District. The Contractor accepts the relationship of trust and confidence established between the Parties. The Contractor shall use its best efforts and shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the District's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

10. Accuracy of Work. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The District's approval shall not diminish or release the Contractor's duties, since the District is ultimately relying upon the Contractor's skill and knowledge.

11. Duty to Warn. The Contractor agrees to call to the District's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the District or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the District. Nothing shall detract from this obligation unless the Contractor advises the District in writing that such data may be unsuitable, improper, or inaccurate and the District nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.

12. Insurance. The Contractor represents, warrants, and agrees that it has and shall maintain State minimum workers' compensation insurance coverage for its employees, if any. The Contractor shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of five hundred thousand dollars (\$500,000) for bodily injury, death, or damage to property of any person and two million dollars (\$2,000,000) for bodily injury, death, or damage to property of more than one person, or the maximum amount that may be recovered under the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as from time to time amended (the "CGIA"), whichever is higher. All insurance policies (except workers' compensation) shall include the District and its elected officials and employees as additional insureds. At the request of the District, the Contractor shall provide the District with documentation evidencing such coverages.

13. Warranties and Guarantees. The Contractor hereby represents, warrants and guarantees to the District all workmanship, equipment and materials paid for by the District pursuant to this Agreement for a period of two years following the date of purchase by the

Contractor. Such warranty and guarantee shall be construed to include, but is not limited to, representations that all workmanship, equipment and materials are of good quality, free from any defects or irregularities, and in strict conformity with any and all specifications provided to the Contractor by the District. If any defect in workmanship, equipment or materials arises, the Contractor shall remedy or otherwise correct such defect without cost to the District within such reasonable period of time as specified by the District in writing. If the Contractor fails to repair such defect within such period of time specified by the District, the District may repair such defect or contract for such repairs at the expense of Contractor.

14. Compliance with Laws. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services.

15. Acceptance Not Waiver. The District's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the District under this Agreement.

16. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

17. Remedies. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If legal or equitable action is commenced related to this Agreement, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorney fees and costs incurred because of the default.

18. Indemnification; No Waiver of Liability.

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

(b) The indemnification requirements detailed in this Agreement shall be expressly limited by the terms and conditions of Section 13-50.5-102(8), C.R.S., as amended, to the extent that such terms and conditions are applicable to the services provided by the Contractor under this Agreement.

(c) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in this Paragraph 18. The indemnification obligations set forth in this Paragraph 18 shall survive the expiration or termination of this Agreement.

(d) If the Proposal or Additional Services contains any provisions purporting to require the District to defend, indemnify, or hold harmless the Contractor or purporting to affect a waiver or limitation of the Contractor's liability (either by type of liability or amount), the District does not agree or accept such provisions and such provisions are not part of the Agreement. The District is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the CGIA or otherwise available to the District or its officers or employees.

19. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

20. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for the county in which the District is located.

21. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

22. Annual Appropriation. The District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District's Board of Directors.

23. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the District. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Contractor as instruments of service shall be provided to the District. The District understands such documents are not intended or represented to be suitable for reuse by the District or others

for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the District's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, subcontractors, or consultants.

24. Taxes. The District is a governmental entity and is therefore exempt from state and local sales and use tax. The District will not pay for or reimburse any sales or use tax that may not directly be imposed against the District. The Contractor shall use the District's sales tax exemption for the purchase of any and all products and equipment on behalf of the District.

25. Time is of the Essence. All times stated in this Agreement are of the essence.

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

District: Reunion Metropolitan District
c/o CliftonLarsonAllen
8390 East Crescent Parkway, Suite 300
Greenwood Village, Colorado 80111
Attn: Matt Urkoski
Email: matt.urkoski@claconnect.com

with a copy to: CEGR Law
44 Cook Street, Suite 620
Denver, Colorado, 80206
Attn: Matt Ruhland and David Greher
Email: mruhland@cegrlaw.com
Email: dgreher@cegrlaw.com

Contractor: Environmental Designs, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113
Attn: Michael Hoefler
Email: Michael.Hoefler@environmentaldesigns.com

27. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, Title 24, Article 71.3, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the

grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

28. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

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

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

DISTRICT:
Reunion Metropolitan District

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

CONTRACTOR:
Environmental Designs, LLC and
Environmental Designs, INC.,
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

By: _____
Name: _____
Title: _____

EXHIBIT A

Scope of Services – Landscape Maintenance Agreements

See attached.



Environmental Designs LLC
 environmentaldesigns.com

Golden ♦ Centennial ♦ Brighton ♦ Castle Rock ♦ Colorado Springs ♦ Northern Colorado

A MONARCH LANDSCAPE COMPANY

Landscape Architecture ♦ Construction ♦ Maintenance ♦ Water Management ♦ Snow ♦ Arbor

LANDSCAPE MAINTENANCE AGREEMENT

Project Name: Reunion Metro - Stirling Duets (F-36)
 Project Address 17910 E. Parkside Drive North, Commerce City, CO 80022

Proposal #: 118747
 Effective Date: January 1, 2025
 Termination Date: December 31, 2025

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 1/1/2025 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Reunion Metropolitan District F-36 (the "Client"). The Client and Contractor agree as follows:

1. SCOPE OF WORK

- A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.
- B. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in this Agreement. Unless terminated as per Section "3" or a new Agreement has been executed by both parties, this Agreement will automatically renew and remain in full effect for an additional contract term. A cost-of-living adjustment, not to exceed 5%, will be applied to the Agreement price, unit and hourly rates will adjust to Environmental Designs, LLC current rates for each renewal period.

EXHIBIT A

Scope of Services (the " Work ")

Weekly Services	Frequency included in this Agreement	26
<p>Weekly Services shall include the weekly monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-monthly from April to October.</p> <p>The Contractor shall be selective in the chemical controls used so to turf, trees, or shrubs. The Contractor shall provide for the c The Contractor shall meet all Colorado State and Environmental Prot</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Aeration - Spring	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
Aeration - Fall	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Fall to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
Fertilization - Spring Turf	Frequency included in this Agreement	1
<p>Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas. Thus, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.</p>		
Fertilization - Summer Turf	Frequency included in this Agreement	1
<p>Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.</p>		
Fertilization - Fall Turf	Frequency included in this Agreement	1
<p>Fall Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the end of the growing season and will promote a healthy root system going into winter.</p>		
Spring Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Spring Leaf & Debris Clean-up consists of the cleaning of any left o hardscape as needed.</p>		
Fall Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Fall Leaf and Debris Clean-up includes the raking or blowing of lea fallen from the trees and shrubs on the property. All leaves and de</p>		
Prune / Cutback Grasses & Perennials	Frequency included in this Agreement	1
<p>Prune / Cutback Grasses & Perennials includes the late winter or ea promote healthy growth in the next growing season.</p>		
Prune Trees & Shrubs	Frequency included in this Agreement	1
<p>This service includes the one-time pruning of all shrubs and orname on site at the appropriate time during the growing season to accomr nuisance growth and site restrictions. Large tree trimming and remo branches & limbs, and other major pruning projects are available up</p>		

EXHIBIT A

Scope of Services (the "Work")

Prune Trees & Shrubs - Touchup Frequency included in this Agreement 3
 This service includes additional rounds of selective pruning of trees to 12' in height and branches 2" or less in diameter) on site.

Pre-Emergent Application-Beds/Parking Frequency included in this Agreement 1
 This service includes the spraying of a Pre-Emergent Weed Control Product on areas.

The Contractor shall be selective in the chemical controls used so as not to harm turf, trees, or shrubs. The Contractor shall provide for the safe application of chemicals. The Contractor shall meet all Colorado State and Environmental Protection Agency requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 1 Frequency included in this Agreement 1
 This service includes one broadcast application of a Selective Post Emergent Herbicide.

The Contractor shall be selective in the chemical controls used so as not to harm turf, trees, or shrubs. The Contractor shall provide for the safe application of chemicals. The Contractor shall meet all Colorado State and Environmental Protection Agency requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 2 Frequency included in this Agreement 1
 This service includes one spot spray or full broadcast application of a Selective Post Emergent Herbicide as needed.

The Contractor shall be selective in the chemical controls used so as not to harm turf, trees, or shrubs. The Contractor shall provide for the safe application of chemicals. The Contractor shall meet all Colorado State and Environmental Protection Agency requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 3 Frequency included in this Agreement 1
 This service includes one additional spot spray or full broadcast application of a Selective Post Emergent Herbicide on turf areas as needed.

The Contractor shall be selective in the chemical controls used so as not to harm turf, trees, or shrubs. The Contractor shall provide for the safe application of chemicals. The Contractor shall meet all Colorado State and Environmental Protection Agency requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Winter Services Frequency included in this Agreement 24
 Winter Services are included under this agreement and shall consist of snow removal and debris cleanup.

Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.



Environmental Designs LLC
 environmentaldesigns.com

Golden ♦ Centennial ♦ Brighton ♦ Castle Rock ♦ Colorado Springs ♦ Northern Colorado

A MONARCH LANDSCAPE COMPANY

Landscape Architecture ♦ Construction ♦ Maintenance ♦ Water Management ♦ Snow ♦ Arbor

LANDSCAPE MAINTENANCE AGREEMENT

Project Name: Reunion Metro District-Porch Light
 Project Address 17910 E. Parkside Drive North, Commerce City, CO 80022

Proposal #: 118749
 Effective Date: January 1, 2025
 Termination Date: December 31, 2025

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 1/1/2025 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Reunion Metropolitan District- Ridge 1 (the "Client"). The Client and Contractor agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

B. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in this Agreement. Unless terminated as per Section "3" or a new Agreement has been executed by both parties, this Agreement will automatically renew and remain in full effect for an additional contract term. A cost-of-living adjustment, not to exceed 5%, will be applied to the Agreement price, unit and hourly rates will adjust to Environmental Designs, LLC current rates for each renewal period.

EXHIBIT A

Scope of Services (the " Work ")

Weekly Services	Frequency included in this Agreement	26
<p>Weekly Services shall include the weekly monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-monthly from April to October.</p> <p>The Contractor shall be selective in the chemical controls used so to turf, trees, or shrubs. The Contractor shall provide for the c The Contractor shall meet all Colorado State and Environmental Prot</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Aeration - Spring	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
Aeration - Fall	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Fall to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
Fertilization - Spring Turf	Frequency included in this Agreement	1
<p>Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas. Thus, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.</p>		
Fertilization - Summer Turf	Frequency included in this Agreement	1
<p>Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.</p>		
Fertilization - Fall Turf	Frequency included in this Agreement	1
<p>Fall Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the end of the growing season and will promote a healthy root system going into winter.</p>		
Spring Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Spring Leaf & Debris Clean-up consists of the cleaning of any left o hardscape as needed.</p>		
Fall Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Fall Leaf and Debris Clean-up includes the raking or blowing of lea fallen from the trees and shrubs on the property. All leaves and de</p>		
Prune / Cutback Grasses & Perennials	Frequency included in this Agreement	1
<p>Prune / Cutback Grasses & Perennials includes the late winter or ea promote healthy growth in the next growing season.</p>		
Prune Trees & Shrubs	Frequency included in this Agreement	1
<p>This service includes the one-time pruning of all shrubs and orname on site at the appropriate time during the growing season to accomr nuisance growth and site restrictions. Large tree trimming and remo branches & limbs, and other major pruning projects are available up</p>		

EXHIBIT A

Scope of Services (the "Work")

Prune Trees & Shrubs - Touchup Frequency included in this Agreement 3
 This service includes additional rounds of selective pruning of nu
 to 12' in height and branches 2" or less in diameter) on site.

Pruning / Deadhead Roses Frequency included in this Agreement 1
 This service includes the hand pruning and deadheading of roses on

Pre-Emergent Application-Beds/Parking Frequency included in this Agreement 1
 This service includes the spraying of a Pre-Emergent Weed Control P
 areas.

The Contractor shall be selective in the chemical controls used so
 to turf, trees, or shrubs. The Contractor shall provide for the c
 The Contractor shall meet all Colorado State and Environmental Prot

Commercial Applicators are licensed by the Colorado Department of

Broadleaf Application Round 1 Frequency included in this Agreement 1
 This service includes one broadcast application of a Selective Post

The Contractor shall be selective in the chemical controls used so
 to turf, trees, or shrubs. The Contractor shall provide for the c
 The Contractor shall meet all Colorado State and Environmental Prot

Commercial Applicators are licensed by the Colorado Department of

Broadleaf Application Round 2 Frequency included in this Agreement 1
 This service includes one spot spray or full broadcast application
 as needed.

The Contractor shall be selective in the chemical controls used so
 to turf, trees, or shrubs. The Contractor shall provide for the c
 The Contractor shall meet all Colorado State and Environmental Prot

Commercial Applicators are licensed by the Colorado Department of

Winter Services Frequency included in this Agreement 24
 Winter Services are included in this agreement and consist of a wee
 weather permitting.

Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if
 executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.



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LANDSCAPE MAINTENANCE AGREEMENT

Project Name: Union Metro District - Ridge Meadows Proposal #: 118750
Project 17910 E. Parkside Drive North, Commerce City, CO 80022
Effective Date: 01/01/2022
Termination Date: 12/31/2022

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made this 1st day of January, 2022, by and between Environmental Designs, LLC (the "Contractor") and the Client and Contractor agree as follows:

1. SCOPE OF WORK

- A. The Contractor agrees to perform the work and services under this Agreement using the tools required to fulfill its obligations and to properly execute and complete the work identified as Exhibit A.
- B. The Contractor shall commence work on the Effective Date and shall remain in full effect for an additional contract term. A cost-of-living adjustment will adjust to Environmental Designs, LLC current rates for each year.

EXHIBIT A

Scope of Services (the "Work")

Weekly Services Frequency included in this Agreement
 Weekly Services shall include the weekly monitoring of landscape as necessary, weed control in beds, blowing of grass clippings from walkways to a height of 3" - 4" from May to September and twice monthly in April and October performed bi-monthly from April to October.

The Contractor shall be selective in the chemical controls used so as not to harm turf, trees, or shrubs. The Contractor shall provide for the safe application of chemicals. The Contractor shall meet all Colorado State and Environmental Protection Agency requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Aeration - Spring Frequency included in this Agreement
 A core aeration of all turf areas shall be performed in the Spring to loosen soil and promote root movement within the ground and, in turn, promote a healthier, stronger lawn.

Aeration - Fall Frequency included in this Agreement
 A core aeration of all turf areas shall be performed in the Fall to loosen soil and promote root movement within the ground and, in turn, promote a healthier, stronger lawn.

Fertilization - Spring Turf Frequency included in this Agreement
 Spring Fertilization consists of an application of granular fertilizer. This application is crucial to a strong "green up" during the spring months. It provides nutrients for a longer period of time but also helps it to hold its color and resist weeds. It is coupled with a granular pre-emergent weed control to mitigate germinating weeds to be controlled with a broadleaf herbicide.

Fertilization - Summer Turf Frequency included in this Agreement
 Summer Fertilization consists of an application of granular fertilizer to all turf areas. This application is crucial to maintaining a strong green appearance. It provides nitrogen, the product not only benefits the turf for a longer period of time.

Fertilization - Fall Turf Frequency included in this Agreement
 Fall Fertilization consists of an application of granular fertilizer to all turf areas. This application is crucial to maintaining a strong green appearance and a healthy root system going into winter.

Spring Leaf & Debris Clean-up Frequency included in this Agreement
 Spring Leaf & Debris Clean-up consists of the cleaning of any left-over debris from the hardscape as needed.

Fall Leaf & Debris Clean-up Frequency included in this Agreement
 Fall Leaf and Debris Clean-up includes the raking or blowing of leaves and debris fallen from the trees and shrubs on the property. All leaves and debris are to be removed from the property.

Prune / Cutback Grasses & Perennials Frequency included in this Agreement
 Prune / Cutback Grasses & Perennials includes the late winter or early spring pruning of grasses and perennials to promote healthy growth in the next growing season.

Prune Trees & Shrubs Frequency included in this Agreement
 This service includes the one-time pruning of all shrubs and ornamental trees on site at the appropriate time during the growing season to accommodate site restrictions. Large tree trimming and removal of branches & limbs, and other major pruning projects are available upon request.

EXHIBIT A

Scope of Services (the "Work")

Prune Trees & Shrubs - Touchup Frequency included in this Agreement
This service includes additional rounds of selective pruning of nuisance trees (up to 12' in height and branches 2" or less in diameter) on site.

Pruning / Deadhead Roses Frequency included in this Agreement
This service includes the hand pruning and deadheading of roses on site.

Pre-Emergent Application - Broadleaf Weeds Frequency included in this Agreement
This service includes the spraying of a Pre-Emergent Weed Control Product on areas.

The Contractor shall be selective in the chemical controls used so as not to harm turf, trees, or shrubs. The Contractor shall provide for the collection and disposal of all debris. The Contractor shall meet all Colorado State and Environmental Protection Agency requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture

Broadleaf Application Round 1 Frequency included in this Agreement
This service includes one broadcast application of a Selective Post-Emergent Broadleaf Herbicide.

The Contractor shall be selective in the chemical controls used so as not to harm turf, trees, or shrubs. The Contractor shall provide for the collection and disposal of all debris. The Contractor shall meet all Colorado State and Environmental Protection Agency requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture

Broadleaf Application Round 2 Frequency included in this Agreement
This service includes one spot spray or full broadcast application of a Selective Post-Emergent Broadleaf Herbicide as needed.

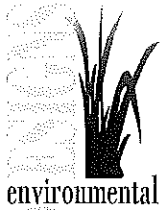
The Contractor shall be selective in the chemical controls used so as not to harm turf, trees, or shrubs. The Contractor shall provide for the collection and disposal of all debris. The Contractor shall meet all Colorado State and Environmental Protection Agency requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture

Winter Services Frequency included in this Agreement
Winter Services are included under this agreement and shall consist of snow removal and debris collection.

Additional Services Addendums

In the event that any Additional Services are included in this agreement, they shall be executed properly and shall be incorporated into the Scope of Services.



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LANDSCAPE MAINTENANCE AGREEMENT

Project Name: Metropolitan District + Proposal #: 118751
Project 17910 E. Parkside Drive North, Colorado Springs, CO 80902
Effective Date: 12/01/2022
Termination Date: 31, [unclear]

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made this [unclear] day of [unclear], 2022, by and between Environmental Designs, LLC (the "Contractor") and [unclear] (the "Client"). The Contractor and Client agree as follows:

1. SCOPE OF WORK

- A. The Contractor agrees to perform the work and services under this Agreement and to provide all tools and equipment required to fulfill its obligations and to properly execute and complete the work identified as Exhibit A.
- B. The Contractor shall commence work on the Effective Date and shall remain in full effect for an additional contract term. A cost-of-living adjustment clause shall apply to Environmental Designs, LLC current rates for each year.

EXHIBIT A

Scope of Services (the "Work")

Weekly Services Frequency included in this Agreement
 Weekly Services shall include the weekly monitoring of landscape as necessary, weed control in beds, blowing of grass clippings from a height of 3"-4" from May to September and twice monthly in April and performed bi-weekly from April to October.

The Contractor shall be selective in the chemical controls used so to turf, trees, or shrubs. The Contractor shall provide for the c
 The Contractor shall meet all Colorado State and Environmental Prot

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Aeration - Spring Frequency included in this Agreement
 A core aeration of all turf areas shall be performed in the Spring movement within the ground and, in turn, promote a healthier, stron

Aeration - Fall Frequency included in this Agreement
 A core aeration of all turf areas shall be performed in the Fall to movement within the ground and, in turn, promote a healthier, stron

Fertilization - Spring Turf Frequency included in this Agreement
 Spring Fertilization consists of an application of granular fertili This application is crucial to a strong "green up" during the sprin turf for a longer period of time but also helps it to hold its cold coupled with a granular pre-emergent weed control to mitigate germi weeds to be controlled with a broadleaf herbicide.

Fertilization - Summer Turf Frequency included in this Agreement
 Summer Fertilization consists of an application of granular fertili areas. This application is crucial to maintaining a strong green ap nitrogen, the product not only benefits the turf for a longer perio

Fertilization - Fall Turf Frequency included in this Agreement
 Fall Fertilization consists of an application of granular fertili This application is crucial to maintaining a strong green appearanc root system going into winter.

Spring Leaf & Debris Clean-up Frequency included in this Agreement
 Spring Leaf & Debris Clean-up consists of the cleaning of any lefto hardscape as needed.

Fall Leaf & Debris Clean-up Frequency included in this Agreement
 Fall Leaf and Debris Clean-up includes the raking or blowing of lea fallen from the trees and shrubs on the property. All leaves and de

Fall Leaf & Debris Clean-up Frequency included in this Agreement
 Additional Leaf and Debris Clean-ups will allow for multiple visits leaves and debris will be disposed of off site.

Fall Leaf & Debris Clean-up Frequency included in this Agreement
 Additional Leaf and Debris Clean-ups will allow for multiple visits leaves and debris will be disposed of off site.

EXHIBIT A

Scope of Services (the "Work")

Prune / Cutback Grasses & Perennials Frequency included in this Agreement
 Prune / Cutback Grasses & Perennials includes the late winter or early spring pruning to promote healthy growth in the next growing season.

Prune Trees & Shrubs Frequency included in this Agreement
 This service includes the one-time pruning of all shrubs and ornamentals on site at the appropriate time during the growing season to accommodate nuisance growth and site restrictions. Large tree trimming and removal of branches & limbs, and other major pruning projects are available upon request.

Prune Trees & Shrubs - Touchups Frequency included in this Agreement
 This service includes additional rounds of selective pruning of nuisance trees (up to 12' in height and branches 2" or less in diameter) on site.

Pruning / Deadhead Roses Frequency included in this Agreement
 This service includes the hand pruning and deadheading of roses on site.

Pre-Emergent Application - Broadleaf Frequency included in this Agreement
 This service includes the spraying of a Pre-Emergent Weed Control Product on areas.

The Contractor shall be selective in the chemical controls used so as not to harm turf, trees, or shrubs. The Contractor shall provide for the cost of all materials and labor. The Contractor shall meet all Colorado State and Environmental Protection Agency requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture

Broadleaf Application Round 1 Frequency included in this Agreement
 This service includes one broadcast application of a Selective Post-Emergent Herbicide.

The Contractor shall be selective in the chemical controls used so as not to harm turf, trees, or shrubs. The Contractor shall provide for the cost of all materials and labor. The Contractor shall meet all Colorado State and Environmental Protection Agency requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture

Broadleaf Application Round 2 Frequency included in this Agreement
 This service includes one spot spray or full broadcast application of a Selective Post-Emergent Herbicide as needed.

The Contractor shall be selective in the chemical controls used so as not to harm turf, trees, or shrubs. The Contractor shall provide for the cost of all materials and labor. The Contractor shall meet all Colorado State and Environmental Protection Agency requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture

Winter Services Frequency included in this Agreement
 Winter Services are included under this agreement and shall consist of snow removal and debris cleanup.

Drain pond Maintenance Frequency included in this Agreement

Additional Services Addendums



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LANDSCAPE MAINTENANCE AGREEMENT

Project Name: Reunion Metropolitan District-Carriage
 Project Address 17910 E. Parkside Drive North, Commerce City, CO 80022

Proposal #: 118752
 Effective Date: January 1, 2025
 Termination Date: December 31, 2025

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 1/1/2025 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Reunion Metropolitan District-Carriage (the "Client"). The Client and Contractor agree as follows:

1. SCOPE OF WORK

- A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.
- B. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in this Agreement. Unless terminated as per Section "3" or a new Agreement has been executed by both parties, this Agreement will automatically renew and remain in full effect for an additional contract term. A cost-of-living adjustment, not to exceed 5%, will be applied to the Agreement price, unit and hourly rates will adjust to Environmental Designs, LLC current rates for each renewal period.

EXHIBIT A

Scope of Services (the " Work ")

Weekly Services	Frequency included in this Agreement	25
<p>Weekly Services shall include the weekly monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-monthly from April to October.</p> <p>The Contractor shall be selective in the chemical controls used so to turf, trees, or shrubs. The Contractor shall provide for the c The Contractor shall meet all Colorado State and Environmental Prot</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Aeration - Spring	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
Aeration - Fall	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Fall to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
Fertilization - Spring Turf	Frequency included in this Agreement	1
<p>Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas. Thus, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.</p>		
Fertilization - Summer Turf	Frequency included in this Agreement	1
<p>Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.</p>		
Fertilization - Fall Turf	Frequency included in this Agreement	1
<p>Fall Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the end of the growing season and will promote a healthy root system going into winter.</p>		
Spring Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Spring Leaf & Debris Clean-up consists of the cleaning of any left o hardscape as needed.</p>		
Fall Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Fall Leaf and Debris Clean-up includes the raking or blowing of lea fallen from the trees and shrubs on the property. All leaves and de</p>		
Prune / Cutback Grasses & Perennials	Frequency included in this Agreement	1
<p>Prune / Cutback Grasses & Perennials includes the late winter or ea promote healthy growth in the next growing season.</p>		
Prune Trees & Shrubs	Frequency included in this Agreement	1
<p>This service includes the one-time pruning of all shrubs and orname on site at the appropriate time during the growing season to accomr nuisance growth and site restrictions. Large tree trimming and remo branches & limbs, and other major pruning projects are available up</p>		

EXHIBIT A

Scope of Services (the "Work")

Prune Trees & Shrubs - Touchup Frequency included in this Agreement 3
 This service includes additional rounds of selective pruning of nu
 to 12' in height and branches 2" or less in diameter) on site.

Pruning / Deadhead Roses Frequency included in this Agreement 1
 This service includes the hand pruning and deadheading of roses on

Pre-Emergent Application-Beds/Parking Frequency included in this Agreement 1
 This service includes the spraying of a Pre-Emergent Weed Control P
 areas.

The Contractor shall be selective in the chemical controls used so
 to turf, trees, or shrubs. The Contractor shall provide for the c
 The Contractor shall meet all Colorado State and Environmental Prot

Commercial Applicators are licensed by the Colorado Department of

Broadleaf Application Round 1 Frequency included in this Agreement 1
 This service includes one broadcast application of a Selective Post

The Contractor shall be selective in the chemical controls used so
 to turf, trees, or shrubs. The Contractor shall provide for the c
 The Contractor shall meet all Colorado State and Environmental Prot

Commercial Applicators are licensed by the Colorado Department of

Broadleaf Application Round 2 Frequency included in this Agreement 1
 This service includes one spot spray or full broadcast application
 as needed.

The Contractor shall be selective in the chemical controls used so
 to turf, trees, or shrubs. The Contractor shall provide for the c
 The Contractor shall meet all Colorado State and Environmental Prot

Commercial Applicators are licensed by the Colorado Department of

Winter Services Frequency included in this Agreement 24
 Winter Services are included under this agreement and shall consist
 debris.

Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if
 executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.



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LANDSCAPE MAINTENANCE AGREEMENT

Project Name: Metropolitan District - Proposal #: 120828
 Project: 17910 E. Parkside Drive North, CO 80022
 Effective Date: 12/31/2011
 Termination Date: 31, 2011

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made this 31st day of December, 2011, by and between Environmental Designs, LLC (the "Contractor") and the Client. The Client and Contractor agree as follows:

1. SCOPE OF WORK

- A. The Contractor agrees to perform the work and services under this Agreement and to provide all tools required to fulfill its obligations and to properly execute and complete the work identified as Exhibit A.
- B. The Contractor shall commence work on the Effective Date and shall remain in full effect for an additional contract term. A cost-of-living adjustment will adjust to Environmental Designs, LLC current rates for each year.

EXHIBIT A Scope of Services (the "Work")

Weekly Services	Frequency included in this Agreement	26
<p>Weekly services shall include the monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-monthly from April to October.</p> <p>The Contractor shall be selective in the chemical controls used so to turf, trees, or shrubs. The Contractor shall provide for the c The Contractor shall meet all Colorado State and Environmental Prot</p> <p style="text-align: center;">Commercial Applicators are licensed by the Colorado Department of</p>		
Aeration - Spring	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
Aeration - Fall	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Fall to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
Fertilization - Spring Turf	Frequency included in this Agreement	1
<p>Spring Fertilization consists of an application of granular fertili This application is crucial to a strong "green up" during the sprin turf for a longer period of time but also helps it to hold its colo coupled with a granular pre-emergent weed control to mitigate germi weeds to be controlled with a broadleaf herbicide.</p>		
Fertilization - Summer Turf	Frequency included in this Agreement	1
<p>Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.</p>		
Fertilization - Fall Turf	Frequency included in this Agreement	1
<p>Fall Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the end of the growing season and will promote a healthy root system going into winter.</p>		
Spring Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Spring leaf & debris clean-up consists of the cleaning of leaves, b determined by Contractor.</p>		
Fall Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Fall leaf and debris clean-up includes the raking or blowing of lea fallen from the trees and shrubs on the property. All leaves and de</p>		
Pre-Emergent Application-Beds	Frequency included in this Agreement	1
<p>This service includes the spraying of a pre-emergent weed control p The Contractor shall be selective in the chemical controls used so to turf, trees, or shrubs. The Contractor shall provide for the c The Contractor shall meet all Colorado State and Environmental Prot</p> <p style="text-align: center;">Commercial Applicators are licensed by the Colorado Department of</p>		

EXHIBIT A Scope of Services (the "Work")

Broadleaf Application Round 1 Frequency included in this Agreement 1
 This service includes one broadcast application of a selective post
 The Contractor shall be selective in the chemical controls used so
 to turf, trees, or shrubs. The Contractor shall provide for the c
 The Contractor shall meet all Colorado State and Environmental Prot
Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 2 Frequency included in this Agreement 1
 This service includes one spot spray or full broadcast application
 needed.
 The Contractor shall be selective in the chemical controls used so
 to turf, trees, or shrubs. The Contractor shall provide for the c
 The Contractor shall meet all Colorado State and Environmental Prot
Commercial Applicators are licensed by the Colorado Department of Agriculture.

Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.

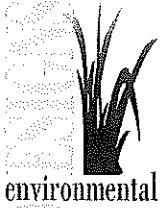
EXHIBIT A
Scope of Services (the "Work")

In the event that any Additional Services are included in this agreement executed properly shall be incorporated into the Scope of Services

EXHIBIT B

Scope of Services – Native Mowing Addenda

See attached.



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LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Roberto De Luna
 Project Name: Reunion Metropolitan District
 Project Description: 2025 Maintenance Renewal - Native
 Project Address: 17910 E. Parkside Drive North
 Commerce City, CO 80022

Agreement #: 120826
 Date of Agreement: 9/10/2024
 Client Phone Number: 303-265-7919
 Client Email: rmartinez@reunionmetro.org

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 9/10/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Reunion Metropolitan District Metro (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, tools, and taxes required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Native Mowing Round 2

This service includes one round of mowing of the Native Areas associated with this agreement.

Description	Quantity	Unit
2025 increase	370.00	EA
Group Total		\$370.00

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

Native Mowing Round 3

This service includes one round of mowing of the Native Areas associated with this agreement.

Description	Quantity	Unit
2025 increase	370.00	EA
Group Total		\$370.00

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

Native Broadleaf Weed Treatment

This Service includes spraying the native grass areas with a broadleaf herbicide for weed control.

Description	Quantity	Unit
Labor By Hour	36.00	HR
Native Broadleaf Application - ATV	0.00	KSF
Native Broadleaf Application - Backpack	0.00	KSF
Native Broadleaf Application - Mobilization per Trip	3.00	EA
Native Broadleaf Application - Truck	0.00	KSF
Group Total		\$3,106.40

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided, and null.

- By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

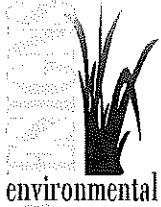
Client: _____ Date: _____

TREE WRAP

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor wrap all soft-bark trees included in this agreement. Tree wrapping services will include application of tree wrap in the fall and removal in the spring. The first tree is \$150, each additional tree is \$25.

- By Checking this box, Client Declines having Tree Wrapping Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Tree Wrapping Services performed by the Contractor.

Client: _____ Date: _____



Environmental Designs LLC
 environmentaldesigns.com

Golden ♦ Centennial ♦ Brighton ♦ Castle Rock ♦ Colorado Springs ♦ Northern Colorado

A MONARCH LANDSCAPE COMPANY

Landscape Architecture ♦ Construction ♦ Maintenance ♦ Water Management ♦ Snow ♦ Arbor

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Zahira Mercado
 Project Name: Reunion Metro District - Ridge Master
 Project Description: 2025 Maintenance Agreement - Native
 Project Address: 17910 E. Parkside Drive North
 Commerce City, CO 80022

Agreement #: 120871
 Date of Agreement: 9/11/2024
 Client Phone Number: 303-265-7919
 Client Email: rmartinez@reunionmetro.org

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 9/11/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Reunion Metropolitan District- Ridge 1 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, tools, and taxes required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Native Broadleaf Weed Treatment

This Service includes spraying the native grass areas with a broadleaf herbicide for weed control.

Description	Quantity	Unit
Labor By Hour	20.00	HR
Native Broadleaf Application - ATV	0.00	KSF
Native Broadleaf Application - Backpack	0.00	KSF
Native Broadleaf Application - Mobilization per Trip	0.00	EA
Native Broadleaf Application - Truck	0.00	KSF
Group Total		\$1,545.93

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided, and null.

- By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

Client: _____ Date: _____

TREE WRAP

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor wrap all soft-bark trees included in this agreement. Tree wrapping services will include application of tree wrap in the fall and removal in the spring. The first tree is \$150, each additional tree is \$25.

- By Checking this box, Client Declines having Tree Wrapping Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Tree Wrapping Services performed by the Contractor.

Client: _____ Date: _____



Operations and Facilities Manager Board Report Board Meeting: Thursday, December 12, 2024

Select District and Facility Information

Recreation Center

- With changes at the YMCA being made, we do have a new District Executive Director of Contracts that will move into her role 12/22/2024. Lynn Taylor will bring in a new perspective and help support the rec center's future.
- Canteen Vending – The wrong beverage machine was originally delivered. We have not gotten this corrected and have more options that are appropriate for a rec center.
- Both Pools were fully winterized the week of 9/30/2024
- Parking Lot Signs were installed and have been very effective.
- Comcast came and upgraded our equipment in November, this hadn't been done in 4 years.
- New Cameras were installed throughout the facility, parking lots and at the Concessions Building.
- The Security System has been updated as of 12/5/2024. This upgrade will eliminate the need for the Century Link account.
- YMCA will be offering a Holiday Camp for 30 kids 12/26, 12/27, 12/30 & 12/31.
- Programs and activities:
 - Fall Basketball was a hit, 104 signed up and we had 10 teams across all ages. That will wrap up 12/14/2024
 - 2 new free standing basketball hoops were ordered for the fall season, and we would like to order 2 more for the upcoming season.
 - Fall Soccer went amazingly and ended 10/26/2024.
 - Yoga, Kids N' Canvas, Kid's Night Out and Lego Club continue to do well.

- We had our first book club 10/25/2024. We are excited to continue that 12/13/2024
- We have a new program – Jelly Jams – for children 0-5. We are offering a trial class 12/6/2024 and hope to build this as a continuous program.
- Pilates started in November and has skyrocketed. Paid classes are starting this month, we are at capacity for most classes. We would like to highlight that the instructor is a member of the community and has been posting the class schedule and signup link on social media. We believe that it would be very beneficial to be able to post all activities this way.
- Drop in activities were postponed for the youth basketball season. Will be reinstated after 12/14/2024. Pickleball: Wednesdays 5:30pm-7:30pm, Basketball: Thursdays 6pm-8pm, Volleyball: Sunday 2pm-5pm
- New programs we are hoping to add in the new year: Children’s Theater Program, Weekly Cheerleading, Wednesday Night Drop-In Pickleball – possibility to start a league, Card/Game night
- Starting 1/6/2025 we will be offering childcare for the following hours:
 - Mornings – Monday and Wednesday 8:30am-10:30am
 - Evenings – Monday, Tuesday, Wednesday and Thursday 5:30pm-7:30pm
 - We are hopeful that this will help with turnout for our adult activities
- Serendipity Preschool – the program has been running smoothly this year.
- Holiday Happenings was 12/1/2024 – Nancy at Bling handled everything for this, and it went off without any issues.

Recreation Center Check-in Numbers
2024

September 1, 2024-November 30, 2024

Dates	Total Visits
September 1-30, 2024	3,772
October 1-31 2024	3,758
November 1-30, 2024	3,590
	11,120

2023

September 1,2023-November 30, 2023

Dates	Total Visits
September 1-30 2023	3,291
October1-31 2023	3,263
November 1-30, 2023	3,184
	9,738

Calendar of Events for 2024

Check out the website:

[Programs & Events – Reunion Recreation Center \(reunionymca.com\)](http://reunionymca.com)

Events being offered every month:

- Book Club
- Lego Club
- Kids Night Out
- Kids and Canvas

Recreation Recreational Sports being offered:

- Youth Soccer
 - Youth Flag Football
 - Youth Basketball
 - Pilates
 - Yoga
-

Programs Numbers

May 1, 2024-August 31, 2024

Programs	District	Non District	Revenue Collected
Adult Fitness-Yoga	77	0	\$1,035
Kids Night Out	47	0	\$830
Pilates	70	0	\$0
Lego	53	0	\$72
Preschool	23	0	\$9,347.37



**REUNION METROPOLITAN DISTRICT
MANAGER'S UPDATE – December 5, 2024**

Please find the attached reports valid 09/12/24 through 12/05/24.

Total number of Violations: 202

58	Vehicle – Improper parking, inoperable vehicle
3	Architectural Changes Not Approved / Unauthorized change
3	Holiday Decorations
4	Parking - Recreational Vehicles (Boats, campers, trailer, RV's)
2	Solid Pet Waste Not Removed
5	Miscellaneous Items Stored in View
1	Repairs Needed on Home or Fence
7	Animal – Excessive Barking / Pet Roaming
27	Late Landscaping
46	Trash – Visible trash cans
3	Disturbance – Excessive noise
19	Lawn – Dry Lawn, Excessive Weeds
19	Missing / Dead Trees, Missing Plants
1	Unauthorized Lease
2	Home Needs to Be Painted
2	Signage – Too many signs, business signage

Tribunal:

The Tribunal did not have a meeting.

Architectural Review:

There have been 51 submissions received for DRC review between September 12, 2024 and December 05, 2024. Of the 51 that were submitted, 44 of the requests were approved, 6 were denied and 1 is currently being reviewed by the Committee. Requests included landscaping, patio installations, backyard sidewalks, painting, sheds, solar installation, and fencing. Most denials were due to lack of information provided by the homeowner.

Miscellaneous Updates

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

I now receive a report of the new-build homes that were closed each month. I have been sending an email or letter to each new homeowner to make sure they are aware of the timing and material requirements for their backyard. The response has been favorable.

Missing Tree Violations – Nearly every home in Reunion was constructed with one tree in the tree lawn and one tree in the front yard. Over the years many of these trees have disappeared, in some cases leaving an almost barren landscape compared to the original construction and the vision of the developers. Replacement of the trees is required by the Association’s documents. We have been issuing “Missing Tree” violation letters to homeowners and have been flexible with deadlines to replace the trees. Many homeowners were given an extension to May 31, 2025, so we may see some of these elevated if planting has not occurred by next Spring.

Thank you,
Curtis Hain



Date: September 27, 2024

Special Districts Public Management Services Statement of Work

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Reunion Metro District ("you," "your," "board of directors" or "the district") dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2025 in connection with that agreement.

Scope of professional services

Matthew Urkoski is responsible for the performance of the engagement and other services identified in this agreement.

Scope of Management Services

CLA will perform the following services for the district:

District Board of Directors ("Board") Meetings

- Coordination of board meetings
- Meeting attendance: district manager and/or designee will attend board meetings
- Preparation and distribution of agenda and informational materials as requested by the district
- Drafting of meeting minutes as assigned for approval by the board of directors
- Preparation and posting of notices required in conjunction with the meetings

Recordkeeping

- Maintain directory of persons and organizations for correspondence
- Repository of district records and act as custodian of records for purposes of CORA (as that term is defined in the district's Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 et seq., C.R.S.)

Communications

- 24/7 answering services
- Website administration; CLA will oversee maintenance of the district's website as needed and requested by the district
- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the district

General Administration

- Coordination with district's insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications
- Coordination of insurance policy renewals and updates for approval by the district's board of directors
- In collaboration with district counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district
- Under the direction of the board of directors, supervise project processes and vendors as assigned by the board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the district as directed by the board (CLA itself will not and cannot provide legal services)
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the district
- Coordinate the administration of the district's rules and regulations as requested by the board
- Under the direction of district legal counsel, coordinate election processes for the district; CLA will not serve as the Designated Election Official ("DEO")

Accounts Payable Services to be Provided

- Coordinate review and approval of invoices with district accountant and board to ensure timely payment to vendors

In addition to these services, when, in the professional opinion of the district manager, other services are necessary, the district manager shall recommend the same to the board or perform such services and report to the board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000, the district manager shall discuss such costs with the board and receive prior authorization to perform such services.

District Employee Services

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

Fees and terms

Our professional fees will be billed at a fixed rate of \$195/hr for all staff levels for the scope encompassed in this SOW.

Standard Billing rates guaranteed through December 31, 2025:

Services performed by	Rate per hour
Principal / Signing Director	\$330-\$475
Public Manager	\$190-\$265
Analyst / Assistant	\$155-\$190
District Administrator	\$150-\$190
Records Retention Professional	\$110-\$160

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

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Matthew Urkoski

Principal

303-779-5710

matt.urkoski@claconnect.com

Response

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

CLA
CLA

Matthew Urkoski

Matthew Urkoski, Principal

SIGNED 10/21/2024, 12:27:46 PM CDT

Client
Reunion Metro District

SIGN:

Brett Price

DATE:



Date: September 27, 2024

Special Districts Preparation Statement of Work

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Reunion Metro District ("you," "your," "board of directors" or "the district") dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2025 in connection with that agreement.

Scope of professional services

Shelby L. Clymer is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
 - Cash receipts journal
 - Cash disbursements journal
 - General ledger
 - Accounts receivable journals and ledgers
 - Deposits with banks and financial institutions
 - Schedule of disbursements
 - Bank account reconciliations
 - Investment records
 - Detailed records and a tracking system of fee impositions, due dates and payments; and at

direction of the board of directors, provide reporting of fee imposition and payments to the board of the district

- Process accounts payable including: confirmation that for payment of any vendors that there are sufficient funds budgeted and available, prior to the preparation and issuance of checks for approval by the board of directors
- Coordinate with the district manager and/or district general counsel (in the event of legal issues) regarding financial matters and determine prior to the district entering any contract for capital or operations services that there are sufficient appropriations for same
- To the extent applicable, read and understand Developer Funding Agreements and coordinate funding from Developer necessary for the district to pay its obligations
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare quarterly financial statements and supplementary information, but not perform a compilation with respect to those financial statements; additional information is provided below
- Prepare a schedule of cash position to monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors and in accordance with state law
- At the direction of the board of directors, assist with the coordination and execution of banking and investment transactions and documentation
- In collaboration with district consultants and the board of directors, assist with the preparation and filing of the annual budget as required by statute
- In collaboration with district consultants and the board of directors, assist with the preparation and filing of the Certification of Tax Levies with the respective county or counties
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget: at the direction of the board of directors, evaluate budget to actual expenses and provide a report to the district board; advise the district board prior to paying any vendor amounts in excess of budgeted amounts
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors

- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required
- Read cost verifications and obtain acceptance and approval by the board of directors for the district prior to the requisition or disbursement of funds
- Read and understand intergovernmental agreements that create financial or cost sharing obligations of the district
- Review claims for reimbursement from related parties prior to the board of directors' review and approval
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness
 - Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW
 - These procedures may not satisfy district policies, procedures, and agreements' requirements
 - Note: our procedures should not be relied upon as the final authorization for this transaction
- Attend board meetings as requested
- Be available during the year to consult with you on any accounting matters related to the district
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors
- Develop and track key business metrics as requested and review periodically with the board of directors
- Document accounting processes and procedures
- Continue process and procedure improvement implementation

- Report on cash flows
- Assist with bank communications
- Perform other non-attest services

Compilation services

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

Preparation services - financial statements

We will prepare the quarterly financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund and the related statement(s) or schedule(s) of revenues, expenditures, and changes in fund balance(s) for other applicable funds. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

Preparation services - annual

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district's auditors.

Preparation services – prospective financial information (i.e., unexpired budget information)

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management's knowledge and belief, the entity's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for

purposes of additional analysis and is not a required part of the basic financial forecast. References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a)** Prepare quarterly financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services. (GAAP stands for Generally Accepted Accounting Principles and refers to a common set of account rules, standards, and procedures.)
- b)** As requested, apply accounting and financial reporting expertise to assist you in the presentation of your quarterly financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c)** Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d)** Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.
- e)** If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f)** If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion.

Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements, in the quarterly financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

If an exemption from audit applies: the compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation on the Application for Exemption from Audit (if an audit is not required), we will not issue report on the Application for Exemption from Audit as a result of this engagement. No compilation is performed in situations where an audit is required.

No assurance statements

The quarterly financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: "No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances – governmental funds have been omitted if applicable, For business type activities, the Statement of Cash Flows has been omitted".

If an audit is required, the year-end financial statements prepared for use by the district's auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial

statements will include a statement clearly indicating that no assurance is provided on them.

Management responsibilities

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management's responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district's operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a) The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b) The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c) The presentation of the supplementary information.
- d) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e) The prevention and detection of fraud.

- f) To ensure that the entity complies with the laws and regulations applicable to its activities.
- g) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h) To provide us with the following:
 - i) Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
 - ii) Additional information that may be requested for the purpose of the engagement.
 - iii) Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the board treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Fees and terms

Billing rates guaranteed through December 31, 2025:

Services performed by	Rate per hour
Principal	\$300-\$650
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$300
Senior	\$150-\$230

Staff	\$130-\$190
Administrative Staff	\$120-\$170

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

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

Use of financial statements, the annual budget, the Application for Exemption from Audit

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management’s use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the “Act”). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Authority to Execute

The entity executing this SOW represents that it is duly authorized to do so and on behalf of itself and the

entities listed on the Multiple Entities List.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Shelby L. Clymer

Principal

303-265-7812

shelby.clymer@claconnect.com

Response

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

CLA
CliftonLarsonAllen LLP

Shelby Clymer

Shelby L. Clymer, Principal

SIGNED 12/6/2024, 9:18:37 AM MST

Client
Reunion Metro District

SIGN:

Brett Price

DATE:

Multiple Entities

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



Date: September 28, 2024

Special Districts Payroll Services Statement of Work

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Reunion Metro District ("you," "your," "board of directors" or "the district") dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2025 in connection with that agreement.

Scope of payroll services

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

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

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

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

Our responsibility to you and limitations of the payroll services

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

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the payroll and related returns, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our payroll preparation services that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our payroll preparation services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's payroll that we may not identify as a result of misrepresentations made to us by you.

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

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

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

Your responsibilities

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

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

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls and payroll tax returns.
- Review and approval of paychecks or paystubs prior to issuance, and payroll registers for each pay period prior to submission of payroll information to ADP.
- Evaluation of information used in the preparation and filing of all government forms for accuracy.
- Before submission of payroll information to ADP, review and approval of each electronic funds transfer to be initiated on your behalf for employee net pay amounts, payroll tax, withholding

liabilities, and related benefit amounts.

- One-time authorization to your financial institution for it to make transfers and direct deposits in accordance with future instructions from ADP.
- One-time authorization for ADP to submit tax filings and complete electronic fund transfers on your behalf.
- Sign or approve ADP issuance of all physical and/or electronic payroll checks.

If applicable, we will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

Even if you have authorized CLA to file your employment tax returns and make your business and/or employment tax payments for you, please be aware that you are responsible for the timely filing of employment tax returns and the timely payment of business and/or employment taxes. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasury Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call 800-555-4477 for an enrollment form. Individual states have similar programs that allow you to monitor your account. A list of links by state is provided online at <http://www.americanpayroll.org/weblink/statelocal-wider/>.

Fees and terms

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

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

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

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

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

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are examples of services considered to be outside the scope of our engagement. We will bill you for additional services you would like us to provide at an hourly fee at periodic dates after the additional service has been performed.

- Reprocessing for corrected information provided to us subsequent to original payroll
- Preparation of non-standard reports
- Calculation of fringe benefit additions
- Processing retirement plan contribution payments
- Preparation of retirement plan and other census information
- Responding to workers compensation insurance audits
- Responding to employment verification requests
- Preparation of additional state tax registrations
- Preparation of amended payroll tax returns
- Responding to tax notices

Tax examinations

All government forms and returns are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you subject to a separate SOW. Services in connection with tax examinations are not included in our fee for preparation of your payroll returns. Our fee for such services will be billed to you separately, along with any direct costs pursuant to a separate SOW.

Record retention

You are responsible for retaining all documents, records, payroll journals, canceled checks, receipts, or other evidence in support of information and amounts reported in your payroll records and on your quarterly and calendar year-end payroll forms and tax returns. These items may be necessary in the event the taxing authority examines or challenges your returns. These records should be kept for at least seven years. Your copy of the payroll forms and tax returns should be retained indefinitely.

In preparing the payrolls, payroll forms, and tax returns, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper

recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your payrolls and related forms and tax returns will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the records of you.

Tax consulting services

This SOW also covers tax consulting services that may arise for which the entity seeks our consultation and advice, both written and oral, that are not the subject of a separate SOW. These additional services are not included in our fees for the preparation of the payroll and related federal and state forms and tax returns.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax authority rules, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for the entity's information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax regulations, or to the related judicial and administrative interpretations.

Legal compliance

The entity agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the entity or the entity's business, including the accuracy and lawfulness of any reports the entity submits to any government regulator, authority, or agency. The entity also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the entity to any governmental or regulatory body, or for any insurance reimbursement in the event that the entity is requested to do so by any lawful authority. CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Shelby L. Clymer

Principal

303-265-7812
shelby.clymer@claconnect.com

Response

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

CLA
CliftonLarsonAllen LLP

Shelby Clymer

Shelby L. Clymer, Principal

SIGNED 12/6/2024, 9:16:51 AM MST

Client
Reunion Metro District

SIGN:

Brett Price

DATE:

Reunion Metropolitan District
Interim Claims
September 11, 2024 - December 2, 2024

Process Date	Vendor	Invoice Number	Amount
9/11/2024	Brightview Landscape Development	F37 PayApp29	\$ 3,212.00
9/11/2024	Cintas Corporation	Multiple	281.12
9/11/2024	Colorado Designsapes	Multiple	10,580.96
9/11/2024	DirecTV	032785917X240821	183.24
9/11/2024	Flynn CPA, LLC	1037	8,500.00
9/11/2024	General Air	Multiple	194.30
9/11/2024	H2O Fire Protection, Inc.	12462256	403.50
9/11/2024	MSI, LLC	Multiple	18,007.29
9/11/2024	South Adams County Water & Sanitation District	Multiple	67,085.75
9/11/2024	South Adams County Water & Sanitation District	Multiple	110,446.37
9/11/2024	Treatment Technology	192478	742.80
9/12/2024	Xcel Energy	53-8293915-3AUG24	52.39
9/13/2024	Xcel Energy	53-3623334-6AUG24	836.56
9/13/2024	Xcel Energy	53-0012625586-6AUG24	863.23
9/20/2024	Adams County Health Department	ADAM_EHS202310264	255.00
9/24/2024	United Power, Inc.	20727800AUG24	742.57
9/24/2024	United Power, Inc.	7901501AUG24	974.25
9/24/2024	United Power, Inc.	8516300AUG24	1,367.90
9/24/2024	United Power, Inc.	8516100AUG24	3,065.73
9/24/2024	United Power, Inc.	24-Aug	7,448.16
9/25/2024	A-Fast Patch Inc.	Pay App 1	13,250.00
9/25/2024	Ace Hardware at Reunion	1025 AUG24	126.29
9/25/2024	All Copy Products Inc.	37417838	273.40
9/25/2024	Cintas Corporation	Multiple	281.12
9/25/2024	City of Commerce City	CODE24-4004	200.00
9/25/2024	Clear Water Property & Resource Management	Pay App 4 Pond Maintenance	34,537.00
9/25/2024	Cockrel Ela Glesne Greher & Ruhland, P.C.	8095.005 AUG24	37,402.17
9/25/2024	Colorado Community Media	119461	39.20
9/25/2024	Comcast Business	8497 10 168 1289749 AUG24	449.22
9/25/2024	Custom Flag Company	Multiple	200.00
9/25/2024	Employers Council Services, Inc.	1002559358	1,700.00
9/25/2024	Flynn CPA, LLC	1055	8,500.00
9/25/2024	General Air	Multiple	427.89
9/25/2024	H2O Fire Protection, Inc.	12462323	210.00
9/25/2024	J R Engineering	Multiple	22,159.25
9/25/2024	Michelle Barnhart	82824	360.00
9/25/2024	MSI, LLC	MSI051033	7,655.88
9/25/2024	North/Western Electrical Corporation	11847	1,463.90
9/25/2024	Otten Johnson Robinson Neff + Ragonetti, P.C.	Multiple	7,756.40
9/25/2024	Pool Doctor	46487	903.99
9/25/2024	Saquimux Services LLC	615	2,055.00
9/25/2024	Streamline	9C137ACA-0002	560.00
9/25/2024	Treatment Technology	Multiple	2,688.00
9/25/2024	White Bear Ankele Tanaka & Waldron	Multiple	1,858.97
9/25/2024	YMCA of Metropolitan Denver	P_9012024	116,083.68
9/25/2024	Zultys, Inc.	454922	196.39
10/3/2024	FIRSTBANK	Aug24 Exp Paid in Sept	2,739.69
10/4/2024	Serendipity Preschool	2402001R	589.05
10/4/2024	United Power, Inc.	12593800AUG24	90.06
10/8/2024	Century Link	333542704 SEP24	186.99
10/8/2024	Century Link	333963125 SEP24	499.09
10/9/2024	Ace Hardware at Reunion	1008 AUG24	78.10
10/9/2024	American Soccer Company Inc. dba SCORE Sports	6873227	6,204.65
10/9/2024	Animal & Pest Control Specialists	100301	607.00
10/9/2024	Austin Liming	8202024	1,500.00

Reunion Metropolitan District
Interim Claims
September 11, 2024 - December 2, 2024

Process Date	Vendor	Invoice Number	Amount
10/9/2024	Brooks Grease Service Inc.	868101	350.00
10/9/2024	Callan Pest Management Services, Inc	Multiple	490.00
10/9/2024	CEBT	INV 0069882	10,200.77
10/9/2024	Cintas Corporation	Multiple	281.12
10/9/2024	CliftonLarsonAllen, LLP	L241640497	68,022.30
10/9/2024	Colorado Designsapes	RRF1 Phase 1 Pay App 37	45,902.71
10/9/2024	Colorado Special Districts Property and Liability Pool	Multiple	8,988.00
10/9/2024	DirecTV	032785917X240921	183.24
10/9/2024	Home Depot Credit Services	0332 - 8/13/24	169.76
10/9/2024	L.L. Johnson Distributing Company	1160487-00	55.98
10/9/2024	L.L. Johnson Distributing Company	1160696-00	99.99
10/9/2024	L.L. Johnson Distributing Company	1160465-00	1,196.56
10/9/2024	Mechanical Solutions, Inc	J-27196	4,028.81
10/9/2024	Monarch Landscaping Holdings	Multiple	195,833.93
10/9/2024	MSI, LLC	MSI051507	14,632.85
10/9/2024	North/Western Electrical Corporation	11959	434.40
10/9/2024	Playground Safety Solutions, LLC	626243	680.00
10/9/2024	Schex Tech LLC	Multiple	825.00
10/9/2024	South Adams County Water & Sanitation District	Multiple	23,598.70
10/9/2024	South Adams County Water & Sanitation District	Multiple	163,044.37
10/9/2024	Stewart Oxygen Service, Inc.	10124	75.00
10/9/2024	Streamline	Multiple	3,060.00
10/9/2024	Sustainable Landscapes Colorado	131986	1,941.30
10/9/2024	Treatment Technology	Multiple	1,399.00
10/9/2024	Underwater Recovery Specialists	2878	350.00
10/9/2024	Utility Notification Center of Colorado	224081244	72.24
10/9/2024	Verizon	9972218256	91.27
10/14/2024	Xcel Energy	53-0012625586-6SEP24	14.25
10/14/2024	Xcel Energy	53-8293915-3SEP24	53.81
10/14/2024	Xcel Energy	53-3623334-6SEP24	1,336.04
10/22/2024	Century Link	333150003 SEP24	142.96
10/23/2024	United Power, Inc.	12593800SEP24	99.11
10/23/2024	United Power, Inc.	20727800SEP24	317.97
10/23/2024	United Power, Inc.	8516300SEP24	597.09
10/23/2024	United Power, Inc.	7901501SEP24	836.10
10/23/2024	United Power, Inc.	24-Sep	5,835.94
10/26/2024	United Power, Inc.	8516100SEP24	2,424.83
11/5/2024	Century Link	333542704 OCT24	187.53
11/5/2024	Century Link	333963125 OCT24	502.41
11/6/2024	Ace Hardware at Reunion	Multiple	215.43
11/6/2024	Animal & Pest Control Specialists	102203	691.00
11/6/2024	BackflowTech	160430	2,350.00
11/6/2024	Cintas Corporation	Multiple	421.68
11/6/2024	Clear Water Property & Resource Management	Pay App 5 Pond Maintenance	45,017.00
11/6/2024	Cockrel Ela Glesne Greher & Ruhland, P.C.	8095.005 SEP24	40,040.00
11/6/2024	Comcast Business	8497 10 168 1289749 SEP24	439.27
11/6/2024	Denver Winpump Co.	992409 00	454.01
11/6/2024	H2O Fire Protection, Inc.	12462269	1,824.79
11/6/2024	Home Depot Credit Services	0332 - 9/13/24	105.09
11/6/2024	J R Engineering	Multiple	13,653.94
11/6/2024	L.L. Johnson Distributing Company	1161058-00	28.50
11/6/2024	L.L. Johnson Distributing Company	1161203-00	107.06
11/6/2024	L.L. Johnson Distributing Company	1161270-00	296.36
11/6/2024	Mad Science of Colorado	WREG-1665142	250.00
11/6/2024	Monarch Landscaping Holdings	Multiple	59,563.46

**Reunion Metropolitan District
Interim Claims
September 11, 2024 - December 2, 2024**

Process Date	Vendor	Invoice Number	Amount
11/6/2024	MSI, LLC	MSI052143	2,627.72
11/6/2024	North/Western Electrical Corporation	Multiple	6,466.95
11/6/2024	Nutrien Ag Solutions, Inc.	55513609	1,878.44
11/6/2024	Otten Johnson Robinson Neff + Ragonetti, P.C.	498658	5,220.00
11/6/2024	Playground Safety Solutions, LLC	924244	680.00
11/6/2024	Pool Doctor	Multiple	8,487.28
11/6/2024	Renewable Earth Materials	Multiple	43,300.00
11/6/2024	Reunion Coffee House	800	552.50
11/6/2024	Rocky Mountain Pump & Controls, LLC	4047	1,448.00
11/6/2024	Schex Tech LLC	3870ls	225.00
11/6/2024	Security Central, Inc.	970554	383.58
11/6/2024	United Rentals	238944934-001	3,468.26
11/6/2024	Utility Notification Center of Colorado	224091210	86.43
11/6/2024	Verizon	9974627906	91.30
11/6/2024	White Bear Ankele Tanaka & Waldron	37271	1,394.51
11/6/2024	YMCA of Metropolitan Denver	P_10012024	57,070.44
11/6/2024	Zultys, Inc.	461340	196.45
11/8/2024	Aranda's Plumbing and Mechanical	Multiple	1,900.00
11/8/2024	Callan Pest Management Services, Inc	Multiple	490.00
11/8/2024	CEBT	INV 0070691	10,200.77
11/8/2024	Cintas Corporation	Multiple	281.12
11/8/2024	Colorado Designsapes	Multiple	46,232.29
11/8/2024	Colorado Special Districts Property and Liability Pool	25WC-60135-2319	10,536.00
11/8/2024	DirecTV	032785917X241021	183.24
11/8/2024	Joye Liming	Petty Cash reimb 102524	413.56
11/8/2024	Mountain Alarm Fire	5379150	1,104.00
11/8/2024	MSI, LLC	MSI052597	14,683.95
11/8/2024	Schex Tech LLC	3924ls	300.00
11/8/2024	Security Central, Inc.	973172	229.00
11/8/2024	South Adams County Water & Sanitation District	Multiple	5,740.61
11/8/2024	South Adams County Water & Sanitation District	Multiple	155,625.34
11/8/2024	Wipfli LLP	2578065	11,750.00
11/12/2024	Xcel Energy	53-0012625586-6OCT24	13.42
11/12/2024	Xcel Energy	53-8293915-3OCT24	56.62
11/12/2024	Xcel Energy	53-3623334-6OCT24	168.17
11/13/2024	Denver Winpump Co.	Multiple	30,284.94
11/18/2024	Century Link	333150003 OCT24	143.28
11/27/2024	Ace Hardware at Reunion	Multiple	106.66
11/27/2024	BLING Productions	REU12012024-22	8,820.00
11/27/2024	Bobcat of the Rockies	11482792	2,568.95
11/27/2024	Cintas Corporation	Multiple	475.18
11/27/2024	Clear Water Property & Resource Management	Pay App 6 Pond Maintenance final	20,028.00
11/27/2024	CliftonLarsonAllen, LLP	L241724730	21,637.27
11/27/2024	Cockrel Ela Glesne Greher & Ruhland, P.C.	8095.005 OCT24	26,672.00
11/27/2024	Comcast Business	8497 10 168 1289749 OCT24	356.46
11/27/2024	Custom Flag Company	Multiple	689.00
11/27/2024	D's Irrigation & Landscaping LLC	5356	1,350.38
11/27/2024	Denver Winpump Co.	992410 00	454.01
11/27/2024	Extreme Care LLC	33788	398.25
11/27/2024	Home Depot Credit Services	0332 - 10/13/24	376.75
11/27/2024	J R Engineering	Multiple	7,860.31
11/27/2024	L.L. Johnson Distributing Company	1162119-00	61.99
11/27/2024	L.L. Johnson Distributing Company	1161909-00	152.54
11/27/2024	L.L. Johnson Distributing Company	1161934-00	154.85
11/27/2024	Mechanical Solutions, Inc	J-27408	990.00

Reunion Metropolitan District
Interim Claims
September 11, 2024 - December 2, 2024

Process Date	Vendor	Invoice Number	Amount
11/27/2024	Monarch Landscaping Holdings	Multiple	105,846.75
11/27/2024	MSI, LLC	MSI053245	5,073.73
11/27/2024	NAPA - Reunion	Multiple	525.83
11/27/2024	Otten Johnson Robinson Neff + Ragonetti, P.C.	499520	3,807.50
11/27/2024	Renewable Earth Materials	Multiple	6,377.70
11/27/2024	Saquimux Services LLC	Multiple	4,705.00
11/27/2024	Streamline	9C137ACA-0004	560.00
11/27/2024	United Rentals	Multiple	11,515.20
11/27/2024	Utility Notification Center of Colorado	224101222	56.76
11/27/2024	Verizon	9977064310	91.54
11/27/2024	YMCA of Metropolitan Denver	P_11012024	56,848.19
11/27/2024	Zultys, Inc.	467803	196.45
		Total	<u><u>\$ 1,945,558.85</u></u>

REUNION METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

September 30, 2024

**Reunion Metropolitan District
Balance Sheet - Governmental Funds
September 30, 2024**

	General Fund	Spec Rev-Rec Center Fund	Spec Rev-Covenant Enforcement Fund	Debt Service Fund	Capital Projects Fund	Enterprise Fund	All Funds
ASSETS							
Cash	\$ 144,182	\$ 159,997	\$ 102,134	\$ 107,719	\$ -	\$ -	\$ 514,033
Colotrust	3,221,501	56,197	232,691	-	169,001	45,506	3,724,894
UMB Bond Fund Series 2017	-	-	-	3,820,781	-	-	3,820,781
UMB - Subordinate Project Fund Series 2017B	-	-	-	-	7,684,151	-	7,684,151
UMB - Bond Fund Series 2021A	-	-	-	-	-	1,012,392	1,012,393
UMB - Reserve Fund Series 2021A	-	-	-	-	-	3,356,922	3,356,921
UMB - Surplus Fund Series 2021A	-	-	-	-	-	949,308	949,309
Accounts Receivable	41,268	168,803	29,618	-	-	-	239,690
Allowance for fees not collected	-	-	(15,000)	-	-	-	(15,000)
Prepaid and other assets	9,878	-	-	-	-	-	9,878
Due from other government	27,686	-	-	30,635	157	-	58,477
ERU credits	-	-	-	-	-	41,724,927	41,724,926
TOTAL ASSETS	\$ 3,444,515	\$ 384,997	\$ 349,443	\$ 3,959,135	\$ 7,853,309	\$ 47,089,055	\$ 63,080,453
LIABILITIES AND FUND BALANCE							
LIABILITIES							
Accounts Payable	\$ 603,596	\$ 50,189	\$ 26,263	\$ -	\$ 47,603	\$ 12,269	\$ 739,919
Homeowner escrow/deposits	-	-	12,941	-	-	-	12,942
Deferred revenue	13,914	132,171	23,191	-	-	-	169,276
Due to other government	-	-	-	-	11,400	-	11,400
Retainage payable	5,997	-	-	-	212,930	-	218,927
Bonds payable, net	-	-	-	-	-	52,898,409	52,898,409
Total liabilities	623,507	182,360	62,395	-	271,933	52,910,678	54,050,873
FUND BALANCES	2,821,008	202,637	287,048	3,959,135	7,581,376	(5,821,623)	9,029,580
TOTAL LIABILITIES AND FUND BALANCE	\$ 3,444,515	\$ 384,997	\$ 349,443	\$ 3,959,135	\$ 7,853,309	\$ 47,089,055	\$ 63,080,453

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

Reunion Metropolitan District
Statement of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended September 30, 2024

General Fund

	Amended Budget	Year to Date Actual	Variance	Variance %
Revenue				
Interest income	\$ 25,000	\$ 77,041	\$ 52,041	208.16
Miscellaneous income	10,000	-	(10,000)	(100.00)
Alleyway costs reimbursement	3,000	-	(3,000)	(100.00)
Intergovernmental - NRMD 1	2,210,983	2,318,038	107,055	4.84
Intergovernmental - NRMD 2	1,398,331	1,375,812	(22,519)	(1.61)
Intergovernmental - NRMD 3	1,051,083	752,586	(298,497)	(28.39)
Intergovernmental - NRMD 4	2,164	2,344	180	8.31
District Operating Fees	142,020	105,552	(36,468)	(25.67)
Carriage Home (NRMD 1, 2 & 3)	290,700	191,423	(99,277)	(34.15)
Sterling Duet fees (NRMD2)	113,100	85,410	(27,690)	(24.48)
Reunion Ridge F1 Fees (NRMD3)	117,000	92,655	(24,345)	(20.80)
Reunion Ridge F1, Amendment 2 Fees (NRMD3)	29,250	14,437	(14,813)	(50.64)
Total Revenue	5,392,631	5,015,298	(377,333)	(6.99)
Expenditures				
District General Operations & Administration	994,525	705,547	288,978	29.05
Intergovernmental Expenditure	847,900	38,236	809,664	95.49
District Property Maintenance	4,077,825	2,752,176	1,325,649	32.50
Total Expenditures	5,920,250	3,495,959	2,424,291	40.94
Excess of Revenue Over (Under) Expenditures	(527,619)	1,519,339	2,046,958	387.96
Fund Balance - Beginning	1,118,590	1,301,668	183,078	16.36
Fund Balance - Ending	\$ 590,971	\$ 2,821,008	\$ 2,230,037	377.35

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

Reunion Metropolitan District
Statement of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended September 30, 2024

Special Revenue Fund - Rec Center

	Amended Budget	Year To Date Actual	Variance	Variance %
Revenue				
Recreation Fees	\$ 1,349,190	\$ 1,002,612	\$ (346,578)	(25.68)
Recreation Fees, Other	17,800	15,080	(2,720)	(15.28)
Program Fees	80,000	95,938	15,938	19.92
Interest Income	15,000	11,133	(3,867)	(25.77)
Miscellaneous Income	88,323	62,202	(26,121)	(29.57)
Total Revenue	<u>1,550,313</u>	<u>1,186,965</u>	<u>(363,348)</u>	<u>(23.43)</u>
Expenditures				
Rec Center Operations	1,150,861	920,949	229,912	19.97
Reunion Park Pool Operations	241,114	246,455	(5,341)	(2.21)
Southlawn Pool Operations	187,042	187,200	(158)	(0.08)
Programs	130,200	101,705	28,495	21.88
Reunion Park Concession Building	10,960	7,717	3,243	29.58
Reunion Coffee House	45,260	39,649	5,611	12.39
Total Expenditures	<u>1,765,437</u>	<u>1,503,675</u>	<u>261,762</u>	<u>14.82</u>
Total Excess of Revenue Over (Under) Expenditures	<u>(215,124)</u>	<u>(316,710)</u>	<u>(101,586)</u>	<u>(47.22)</u>
Fund Balance - Beginning	<u>519,347</u>	<u>519,347</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u>\$ 304,223</u>	<u>\$ 202,637</u>	<u>\$ (101,586)</u>	<u>(33.39)</u>

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

Reunion Metropolitan District
Statement of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended September 30, 2024

Special Revenue Fund - Covenant Enforcement

	Amended Budget	Year To Date Actual	Variance	Variance %
Revenue				
Assessment	\$ 236,700	\$ 175,919	\$ (60,781)	(25.67)
Violations and penalties	60,000	66,821	6,821	11.36
AR Processing	66,000	54,459	(11,541)	(17.48)
Legal Fees Reimbursement	42,014	37,156	(4,858)	(11.56)
Interest Income	10,000	8,291	(1,709)	(17.08)
Total Revenue	<u>414,714</u>	<u>342,646</u>	<u>(72,068)</u>	<u>(17.37)</u>
Expenditures				
Operating Expenses	426,000	322,232	103,768	24.35
Total Expenditures	<u>426,000</u>	<u>322,232</u>	<u>103,768</u>	<u>24.35</u>
Excess of Revenue Over (Under) Expenditures	(11,286)	20,414	31,700	280.88
Fund Balance - Beginning	266,634	266,634	-	-
Fund Balance - Ending	<u>\$ 255,348</u>	<u>\$ 287,048</u>	<u>\$ 31,700</u>	<u>12.41</u>

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

SUPPLEMENTARY INFORMATION

Reunion Metropolitan District
Schedule of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended September 30, 2024

Debt Service Fund

	Amended Budget	Year To Date Actual	Variance	Variance %
Revenue				
Interest Income	17,000	44,830	27,830	163.70
MLEPA payment from NR1MD	3,940,939	3,802,374	(138,565)	(3.51)
Total Revenue	<u>3,957,939</u>	<u>3,847,204</u>	<u>(110,735)</u>	<u>(2.79)</u>
Expenditures				
Bond principal payment	3,342,000	-	3,342,000	(100.00)
Bond interest - 2017	684,160	-	684,160	(100.00)
Paying agent/trustee fees	3,500	3,500	-	-
Total Expenditures	<u>4,029,660</u>	<u>3,500</u>	<u>4,026,160</u>	<u>(99.91)</u>
Total Excess of Revenue Over (Under) Expenditures	<u>(71,721)</u>	<u>3,843,704</u>	<u>3,915,425</u>	<u>(5,459.24)</u>
Total Excess of Rev & Other Financing Sources	<u>(71,721)</u>	<u>3,843,704</u>	<u>3,915,425</u>	<u>(5,459.24)</u>
Fund Balance - Beginning	<u>115,430</u>	<u>115,431</u>	<u>1</u>	<u>-</u>
Fund Balance - Ending	<u>43,709</u>	<u>3,959,135</u>	<u>3,915,426</u>	<u>8,957.93</u>

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Reunion Metropolitan District
Schedule of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended September 30, 2024

100

Capital Projects Fund

	Amended Budget	Year To Date Actual	Variance	Variance %
Revenue				
System Development Fees - NR3	463,750	306,250	(157,500)	(33.96)
Interest Income	430,000	329,290	(100,710)	(23.42)
MLEPA payment from NR4MD	2,430	2,344	(86)	(3.53)
Total Revenue	896,180	637,884	(258,296)	(28.82)
Expenditures				
Intergovernmental - SDFs to NR3	302,100	199,500	102,600	(33.96)
Legal services	5,000	4,360	640	(12.80)
Accounting	5,000	-	5,000	(100.00)
District management	5,000	-	5,000	(100.00)
Capital Projects				
Engineering	18,000	7,952	10,048	(55.81)
Filing #34	584,054	-	584,054	(100.00)
Capital outlay	-	935,182	(935,182)	100.00
Reunion Village 7-B & 7-E	-	1,265	(1,265)	100.00
Reunion Ridge Filing 1	-	6,200	(6,200)	100.00
Filing 35/36 Landscaping	337,878	-	337,878	(100.00)
Filing 37 Landscaping	12,000	15,612	(3,612)	30.10
Reunion Village 7A	915	915	-	-
Reunion Ridge Filing 1Landscape	380,000	184,893	195,107	(51.34)
Filing 27 Landscape	110,000	57,617	52,383	(47.62)
Total Capital Projects	1,442,847	1,209,636	233,211	(16.16)
Contingency	60,053	-	60,053	(100.00)
Total Expenditures	1,820,000	1,413,496	406,504	(22.33)
Excess of Revenue Over (Under) Expenditures	(923,820)	(775,612)	148,208	(16.04)
Other Financing Sources (Uses)				
Developer advance	16,523	16,522	(1)	-
Total Other Financing Sources (Uses)	16,523	16,522	(1)	-
Excess of Revenue & Other Financing Sources Over Expenditures & Other Uses	(907,297)	(759,090)	148,207	(16.33)
Fund Balance - Beginning	8,340,466	8,340,466	-	-
Fund Balance - Ending	\$ 7,433,169	\$ 7,581,376	\$ 148,207	1.99

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Reunion Metropolitan District
Statement of Revenue, Expenditures and
Changes in Fund Balance - Budget and Actual
For the Month Ended September 30, 2024

Enterprise Fund

	Annual Budget	Year To Date Actual	Variance	Variance %
Revenue				
Interest Income	192,000	188,423	(3,577)	(1.86)
Administrative fee	2,600	1,300	(1,300)	(50.00)
ERU Building credits	2,203,300	945,441	(1,257,859)	(57.08)
ERU Irrigation credits	368,850	59,016	(309,834)	(84.00)
Total Revenue	2,766,750	1,194,180	(1,572,570)	(56.83)
Expenses				
Enterprise Expenses				
ERU Admin Fee	10,769	10,769	-	-
Paying agent/trustee fees	10,500	10,201	299	2.84
Administrative and filing fees	10,000	-	10,000	100.00
Bond interest - 2021A	1,546,606	773,303	773,303	49.99
Bond principal - 2021A	1,020,000	-	1,020,000	100.00
Total Enterprise Expenses	2,597,875	794,273	1,803,601	69.42
Excess of Revenue Over (Under) Expenditures	168,875	399,907	231,032	136.80
Fund Balance, Beginning	15,065,523	4,951,952	(10,113,570)	(67.13)
Fund Balance, Ending	15,234,398	5,351,859	(9,882,539)	(64.86)

Reconciliation of Budget to GAAP

ERU Credits	41,724,926
Bonds Payable	(52,898,409)
Net Position	(5,821,623)

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

Schedule of Cash Position
September 30, 2024
As of December 2, 2024

	General Fund	Rec Center Fund	Covenant Enforcement Fund	Debt Service Fund	Capital Projects Fund	Enterprise Fund	Total
Wells Fargo Checking							
Balance as of 09/30/24	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
Subsequent activities:							
10/11/24 Bank Fee	(37.34)	-	-	-	-	-	(37.34)
<i>Anticipated Balance</i>	<i>962.66</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>962.66</i>
1st Bank Checking (1109)							
Balance as of 09/30/24	64,055.03	3,129.91	4,665.38	107,718.73	-	-	179,569.05
Subsequent activities:							
10/02/24 Transfer to UMB Bond Fund 2017	-	-	-	(107,718.73)	-	-	(107,718.73)
10/03/24 Transfer from Colotrust	656,155.29	-	-	-	43,844.71	-	700,000.00
10/03/24 ADP Wages and Taxes	(20,689.46)	-	-	-	-	-	(20,689.46)
10/03/24 Credit Card Payment	(2,739.69)	-	-	-	-	-	(2,739.69)
10/04/24 Void Bill.com Payment	-	589.05	-	-	-	-	589.05
10/04/24 Bill.com Payments	-	(589.05)	-	-	-	-	(589.05)
10/04/24 Nationwide ACH	(837.85)	-	-	-	-	-	(837.85)
10/08/24 Wex Autopay	(718.85)	-	-	-	-	-	(718.85)
10/08/24 Centurylink Autopay	-	(686.08)	-	-	-	-	(686.08)
10/08/24 United Power ACH	(260.75)	-	-	-	-	-	(260.75)
10/09/24 Bill.com Payments	(436,822.17)	(42,905.69)	(20,623.71)	-	(43,844.71)	-	(544,196.28)
10/09/24 CEBT ACH	(10,200.77)	-	-	-	-	-	(10,200.77)
10/16/24 Xcel Energy ACH	-	(1,389.85)	-	-	-	-	(1,389.85)
10/16/24 Republic Payment	-	(1,266.71)	-	-	-	-	(1,266.71)
10/16/24 Transfer from NRMD2 - September	6,060.99	-	-	-	-	-	6,060.99
10/16/24 Transfer from NRMD1 - September	10,785.53	-	-	30,635.11	-	-	41,420.64
10/17/24 Transfer from Colotrust	229,521.35	56,196.71	-	-	8,281.94	-	294,000.00
10/17/24 ADP Wages and Taxes	(20,539.47)	-	-	-	-	-	(20,539.47)
10/18/24 Transfer from MSI	89,574.48	101,033.58	28,496.65	-	-	-	219,104.71
10/18/24 Transfer to UMB Bond Fund 2017	-	-	-	(30,635.11)	-	-	(30,635.11)
10/18/24 Xcel Energy ACH	-	(14.25)	-	-	-	-	(14.25)
10/21/24 Transfer from NR3 - July, August, September	10,691.73	-	-	-	-	-	10,691.73
10/21/24 Nationwide ACH	(837.85)	-	-	-	-	-	(837.85)
10/22/24 Centurylink Autopay	-	(142.96)	-	-	-	-	(142.96)
10/24/24 United Power ACH	-	(9,872.81)	-	-	-	-	(9,872.81)
10/31/24 ADP Wages and Taxes	(20,689.46)	-	-	-	-	-	(20,689.46)
11/01/24 Nationwide ACH	(837.85)	-	-	-	-	-	(837.85)
11/04/24 Transfer from Colotrust	20,000.00	-	20,000.00	-	10,000.00	-	50,000.00
11/04/24 Credit Card Payment	(1,995.21)	-	-	-	-	-	(1,995.21)
11/05/24 Centurylink Autopay	(689.94)	-	-	-	-	-	(689.94)
11/06/24 Overtransfer from MSI	219,104.71	-	-	-	-	-	219,104.71
11/06/24 Transfer from MSI	89,574.48	207,552.83	58,540.54	-	-	-	355,667.85
11/06/24 Bill.com Payments	(210,656.65)	(73,208.64)	(6,887.22)	-	(8,281.94)	-	(299,034.45)
11/06/24 Wex Autopay	(1,417.67)	-	-	-	-	-	(1,417.67)
11/07/24 Return Overtransfer to MSI	(219,104.71)	-	-	-	-	-	(219,104.71)
11/07/24 United Power ACH	(238.23)	-	-	-	-	-	(238.23)
11/08/24 Bill.com Payments	(225,364.73)	(6,389.14)	(14,683.95)	-	(3,031.29)	-	(249,469.11)
11/08/24 CEBT ACH	(10,200.77)	-	-	-	-	-	(10,200.77)
11/13/24 Void Bill.com Payment	-	2,104.77	-	-	-	-	2,104.77
11/13/24 Bill.com Payments	(30,284.94)	-	-	-	-	-	(30,284.94)

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Schedule of Cash Position
September 30, 2024
As of December 2, 2024

	General Fund	Rec Center Fund	Covenant Enforcement Fund	Debt Service Fund	Capital Projects Fund	Enterprise Fund	Total
11/13/24 Xcel Energy ACH	-	(224.79)	-	-	-	-	(224.79)
11/14/24 ADP Wages and Taxes	(20,539.47)	-	-	-	-	-	(20,539.47)
11/14/24 Xcel Energy ACH	-	(13.42)	-	-	-	-	(13.42)
11/15/24 Republic Payment	-	(1,102.64)	-	-	-	-	(1,102.64)
11/18/24 Nationwide ACH	(837.85)	-	-	-	-	-	(837.85)
11/19/24 Centurylink Autopay	-	(143.28)	-	-	-	-	(143.28)
11/20/24 Transfer from Colotrust	100,000.00	-	-	-	-	-	100,000.00
11/26/24 United Power ACH	-	(7,760.77)	-	-	-	-	(7,760.77)
11/27/24 Bill.com Payments	(188,492.82)	(78,330.19)	(15,280.93)	-	(6,653.31)	-	(288,757.25)
11/27/24 ADP Wages and Taxes	(20,539.47)	-	-	-	-	-	(20,539.47)
11/29/24 Transfer from NRMD1 - October	10,651.56	-	-	30,254.65	-	-	40,906.21
11/29/24 Transfer from NRMD2 - October	6,018.47	-	-	-	-	-	6,018.47
12/03/24 Transfer from Colotrust	92,977.76	-	-	-	42,022.24	-	135,000.00
12/03/24 Credit Card Payment	(4,852.28)	-	-	-	-	-	(4,852.28)
12/03/24 Centurylink Autopay	-	(689.94)	-	-	-	-	(689.94)
12/04/24 Nationwide ACH	(837.85)	-	-	-	-	-	(837.85)
12/05/24 CEBT ACH	(10,200.77)	-	-	-	-	-	(10,200.77)
Anticipated Transfer to UMB Bond Fund 2017	-	-	-	(30,254.65)	-	-	(30,254.65)
Anticipated Bill.com Payments	(91,331.52)	(93,531.26)	(29,691.66)	-	(42,337.64)	-	(256,892.08)
Anticipated Balance	52,412.33	52,345.38	24,535.10	-	-	-	129,292.81
<u>1st Bank Electronic Payments (1204)</u>							
Balance as of 09/30/24	-	101,246.68	-	-	-	-	101,246.68
Subsequent activities:							
10/31/24 October Deposits	-	9,941.86	-	-	-	-	9,941.86
11/04/24 November Return	-	(1,150.19)	-	-	-	-	(1,150.19)
11/20/24 Transfer to Colotrust Plus	-	(100,000.00)	-	-	-	-	(100,000.00)
11/30/24 November Deposits	-	2,866.50	-	-	-	-	2,866.50
12/02/24 December Return	-	(816.86)	-	-	-	-	(816.86)
12/06/24 December Deposits to Date	-	813.50	-	-	-	-	813.50
Anticipated Balance	-	12,901.49	-	-	-	-	12,901.49
<u>MSI Checking</u>							
Balance as of 09/30/24	79,107.44	55,554.23	97,468.95	-	-	-	232,130.62
Subsequent activities:							
Anticipated Balance	79,107.44	55,554.23	97,468.95	-	-	-	232,130.62
<u>COLOTRUST PRIME (CO-01-1125-4001)</u>							
Balance as of 09/30/24	0.01	-	-	-	-	-	0.01
Subsequent activities:							
Anticipated Transfer to Colotrust Plus	(0.01)	-	-	-	-	-	(0.01)
Anticipated Balance	-	-	-	-	-	-	-

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

Schedule of Cash Position
September 30, 2024
As of December 2, 2024

		General Fund	Rec Center Fund	Covenant Enforcement Fund	Debt Service Fund	Capital Projects Fund	Enterprise Fund	Total
<u>COLOTRUST PLUS GENERAL (CO-01-1125-8005)</u>								
Balance as of 09/30/24		3,221,500.47	56,196.71	232,690.76	-	169,000.72	-	3,679,388.66
Subsequent activities:								
10/03/24	Transfer to 1st Bank	(656,155.29)	-	-	-	(43,844.71)	-	(700,000.00)
10/17/24	Transfer to 1st Bank	(229,521.35)	(56,196.71)	-	-	(8,281.94)	-	(294,000.00)
10/22/24	MSI Refund	-	-	3,425.54	-	-	-	3,425.54
10/31/24	Interest Income	10,759.36	187.69	777.15	-	564.44	-	12,288.64
11/04/24	Transfer to 1st Bank	(20,000.00)	-	(20,000.00)	-	(10,000.00)	-	(50,000.00)
11/20/24	Transfer to 1st Bank	(100,000.00)	-	-	-	-	-	(100,000.00)
11/20/24	Transfer from 1st Bank Lockbox	-	100,000.00	-	-	-	-	100,000.00
11/30/24	Interest Income	9,212.89	0.75	930.06	-	461.07	-	10,604.77
	<i>Anticipated Transfer from Colostrust Prime</i>	<i>0.01</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>0.01</i>
	<i>Anticipated Balance</i>	<i>2,235,796.09</i>	<i>100,188.44</i>	<i>217,823.51</i>	<i>-</i>	<i>107,899.58</i>	<i>-</i>	<i>2,661,707.62</i>
<u>COLOTRUST PLUS ENTERPRISE (CO-01-2069-8001)</u>								
Balance as of 09/30/24		-	-	-	-	-	45,505.63	45,505.63
Subsequent activities:								
10/31/24	Interest Income	-	-	-	-	-	193.84	193.84
11/26/24	Lennar ERU Purchase - Remainder of Underpayment	-	-	-	-	-	1,626.00	1,626.00
11/30/24	Interest Income	-	-	-	-	-	183.75	183.75
	<i>Anticipated Balance</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>47,509.22</i>	<i>47,509.22</i>
<u>UMB - 2017 Bond Fund</u>								
Balance as of 09/30/24		-	-	-	3,820,780.82	-	-	3,820,780.82
Subsequent activities:								
10/02/24	Transfer from 1st Bank	-	-	-	107,718.73	-	-	107,718.73
10/18/24	Transfer from 1st Bank	-	-	-	30,635.11	-	-	30,635.11
10/31/24	Interest Income	-	-	-	15,013.69	-	-	15,013.69
11/30/24	Interest Income	-	-	-	13,738.53	-	-	13,738.53
	<i>Anticipated Debt Service Payment</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>(3,974,000.00)</i>	<i>-</i>	<i>-</i>	<i>(3,974,000.00)</i>
	<i>Anticipated Transfer from 1st Bank</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>30,254.65</i>	<i>-</i>	<i>-</i>	<i>30,254.65</i>
	<i>Anticipated Balance</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>44,141.53</i>	<i>-</i>	<i>-</i>	<i>44,141.53</i>
<u>UMB - 2017 Project Fund - District No. 2 Subaccount</u>								
Balance as of 09/30/24		-	-	-	-	7,684,151.17	-	7,684,151.17
Subsequent activities:								
10/31/24	Interest Income	-	-	-	-	29,226.49	-	29,226.49
11/30/24	Interest Income	-	-	-	-	26,654.06	-	26,654.06
	<i>Anticipated Balance</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>7,740,031.72</i>	<i>-</i>	<i>7,740,031.72</i>
<u>UMB - 2021 Reserve Fund</u>								
Balance as of 09/30/24		-	-	-	-	-	3,356,921.65	3,356,921.65
Subsequent activities:								
10/31/24	Interest Income	-	-	-	-	-	13,601.88	13,601.88
11/30/24	Interest Income	-	-	-	-	-	12,345.20	12,345.20
	<i>Anticipated Balance</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>3,382,868.73</i>	<i>3,382,868.73</i>

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

**Schedule of Cash Position
September 30, 2024
As of December 2, 2024**

	General Fund	Rec Center Fund	Covenant Enforcement Fund	Debt Service Fund	Capital Projects Fund	Enterprise Fund	Total
<u>UMB - 2021 Bond Fund</u>							
Balance as of 09/30/24	-	-	-	-	-	1,012,392.65	1,012,392.65
Subsequent activities:							
10/31/24 Interest Income	-	-	-	-	-	4,166.05	4,166.05
11/26/24 Transfer from Surplus Fund	-	-	-	-	-	773,421.47	773,421.47
11/30/24 Interest Income	-	-	-	-	-	4,027.01	4,027.01
<i>Anticipated Debt Service Payment</i>	-	-	-	-	-	(1,793,303.13)	(1,793,303.13)
<i>Anticipated Balance</i>	-	-	-	-	-	704.05	704.05
<u>UMB - 2021 Revenue Fund</u>							
Balance as of 09/30/24	-	-	-	-	-	-	-
Subsequent activities:							
<i>Anticipated Balance</i>	-	-	-	-	-	-	-
<u>UMB - 2021 Surplus Fund</u>							
Balance as of 09/30/24	-	-	-	-	-	949,308.44	949,308.44
Subsequent activities:							
10/31/24 Interest Income	-	-	-	-	-	3,846.70	3,846.70
11/26/24 Transfer to Bond Fund	-	-	-	-	-	(773,421.47)	(773,421.47)
11/30/24 Interest Income	-	-	-	-	-	3,187.54	3,187.54
<i>Anticipated Balance</i>	-	-	-	-	-	182,921.21	182,921.21
<i>Anticipated total balance</i>	\$ 2,368,278.52	\$ 220,989.54	\$ 339,827.56	\$ 44,141.53	\$ 7,847,931.30	\$ 3,614,003.21	\$ 14,435,171.66

Yield information (thru 11/30/24):

Colotrust Prime - 4.60%
Colotrust Plus - 4.87%

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

**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.

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>

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

November 5, 2024

Brett Price
Board of Directors
Reunion Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E Crescent Pkwy, Suite 300
Greenwood Village, CO 80111

Dear Brett:

Wipfli LLP (“Wipfli”) is pleased to serve as the independent auditors for Reunion Metropolitan District (“Client”) for the year ended December 31, 2024. This letter, together with the attached Wipfli LLP Professional Services Terms and Conditions, confirms the terms of our engagement, and is collectively referred to herein as the “Letter” or the “Engagement Letter.”

Fees

Our fees and expenses for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$11,900. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparedness for the engagement and your current operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We will also charge our actual direct travel expenses (if any) plus a technology and administration fee equal to six percent (6%) of our professional fees. We expect payment of our billings within 30 days after submission.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

Audit Scope and Objectives

We will audit Client’s financial statements, as of and for the year ended December 31, 2024, and the disclosures (collectively, the “financial statements”), and if applicable, supplementary information.

Reunion Metropolitan District

Page 2

November 5, 2024

The objectives of our audit are to obtain reasonable assurance about whether Client's financial statements taken as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

The Other Information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

Auditor's Responsibilities for the Audit of the Financial Statements

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

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Client or to acts by management or employees acting on behalf of Client.

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

Reunion Metropolitan District

Page 3

November 5, 2024

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

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about Client's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP. Management is also responsible for making available to us drafts of financial statements, all financial records, and related information, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Client involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former

Reunion Metropolitan District

Page 4

November 5, 2024

employees, regulators, or others. In addition, management is responsible for identifying and ensuring that Client complies with applicable laws and regulations.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Because of the importance of management's representations to an effective audit, Client agrees to release and indemnify Wipfli LLP ("Wipfli"), its partners, employees, agents, and assigns from any claim, liability, cost, or expense relating to our services under this Engagement Letter attributable in any respect to any knowing misrepresentation by management. The preceding sentence shall not apply and shall be of no effect in the event its application, in the judgment of any government body or regulatory agency, would impair our independence as your auditor.

Reporting

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

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval.

Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

Reunion Metropolitan District

Page 5

November 5, 2024

Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, has been discussed with appropriate personnel. Timely completion of this work will facilitate the completion of our engagement.

Engagement Administration

Greg Livin will be your audit engagement partner.

Professional and certain regulatory standards require us to be independent in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Other Services

We may prepare (or assist in preparing) Client financial statements in conformity with GAAP based on information provided by management, but the responsibility for the financial statements remains with management.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Conclusion and Approval to Proceed

If the terms of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and management and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

[Click here to insert *Wipfli Signature*](#)

Wipfli LLP

Reunion Metropolitan District

Page 6

November 5, 2024

ACCEPTED: REUNION METROPOLITAN DISTRICT

By: _____

(Print Name and Title)

Date: _____

GL

Enc.

Professional Services Terms and Conditions

1. Terms and Conditions and Related Engagement Documents

These Wipfli LLP Professional Services Terms and Conditions ("Terms and Conditions") apply to and govern Wipfli LLP's provision of services to You. For the purposes of these Terms and Conditions, any reference to "Wipfli," "We," "Us," "Our," or similar is a reference to Wipfli LLP, and includes any subsidiaries or subcontractors of Wipfli LLP, and any reference to "Client," "You," "Your," or similar is a reference to the party or parties that have engaged Us to provide services, and the parties ultimately responsible for Our fees and expenses.

These Terms and Conditions may be appended to or incorporated into an engagement letter outlining the delivery of specific services by Us to You, and in that case such engagement letter and any appendices thereto and these Terms and Conditions form the entire agreement between You and Wipfli with respect to the services described therein, and supersede and merge all prior or contemporaneous agreements and understandings (oral or written) between or among the parties regarding the subject matter thereof, including prior proposals of Wipfli regarding the engagement or services, understandings, and agreements (oral or written) between the parties relating to the subject matter including, without limitation, the terms of any request for proposal issued by Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the engagement letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Terms and Condition and any engagement letter, its appendices any other exhibit, attachment, schedule, or other document referenced in or by the engagement letter, shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the engagement letter shall be given controlling effect. Notwithstanding the foregoing, whether or not covered by an engagement letter, services, support and advice provided by Wipfli shall be governed by these Terms and Conditions.

2. Change Orders

Unless an engagement letter specifies otherwise, services that fall outside the agreed-upon scope of Wipfli's engagement under any engagement letter shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the scope of work or services, schedule or the time for Wipfli's performance of the work or services under an engagement letter, or a change in the fees or the basis of the fees to be paid to Wipfli by Client, which is reduced to a writing that is executed or otherwise acknowledged by an authorized representative of each for Wipfli and Client. Services performed under a Change Order shall be subject to these Terms and Conditions.

3. Commencement and Term

Our engagement will commence when acceptance of these Terms and Conditions and any related engagement letter is delivered to Wipfli through execution thereof by a duly authorized representative of Client and shall continue until the services contemplated under the engagement letter are Complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided herein. Each person executing an engagement letter or Change Order on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same. For the purposes of this paragraph, "Complete" means the delivery by Wipfli of the report or other deliverables contemplated by the engagement letter, or where no deliverables are contemplated, three (3) months after the last date of services rendered by Wipfli with respect to the services at issue. Notwithstanding the foregoing, services, support and advice provided by Wipfli in respect of an engagement after the termination of such engagement shall be governed by these Terms and Conditions.

4. Termination of Services

Wipfli's services may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements and such default is not cured within thirty (30) days after notice from the other party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Wipfli has the right to terminate services with immediate effect if We determine applicable professional standards require Us to do so, if Client does not in a timely manner provide Us with information reasonably requested by Us to perform the contemplated services, refuses to cooperate with Our reasonable requests for assistance in connection with the delivery of Our services, or misrepresents any material facts. Our withdrawal will release Us from any obligation to complete the services and will constitute termination of Our engagement. Termination of Our engagement

shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination and Client agrees to compensate Us for Our time and out-of-pocket expenses through the effective date of termination.

5. Fee Estimates and Expenses

An engagement letter may set forth specific fee amounts, hourly rates, or certain ranges for Wipfli's fees in respect of the services contemplated by the engagement letter. Where Wipfli provides an estimate of fees, Client acknowledges that Wipfli provides fee estimates as an accommodation to Client. These estimates depend on various assumptions, including without limitation: (a) anticipated cooperation from Client personnel, (b) timely responses to Our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in an engagement letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Unless otherwise agreed in an engagement letter, a technology and administration fee of six percent (6%) of professional fees will be added to all invoices, along with any direct travel expenses incurred. The technology and administration fee is in lieu of other direct expenses and charges which might otherwise apply. Notwithstanding the foregoing, the cost of software and software licenses or subscriptions and similar miscellaneous tools provided or acquired specifically for Client or for Client's use in connection with the performance of services may be invoiced separately.

6. Payment of Fees and Expenses

All invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on the balance due to Wipfli that is outstanding over thirty (30) days. At Our discretion, services may be suspended if Client's account becomes overdue and services will not be resumed until Client's account is paid in full. Client acknowledges and agrees that We are not required to continue services in the event of a failure to pay on a timely basis for services rendered. Client further acknowledges and agrees that in the event Wipfli suspends or terminates services as a result of Client's failure to pay as agreed on a timely basis for services rendered, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages, and Client agrees to indemnify and hold Wipfli harmless against any such damages or claims.

7. Engagement Staffing

Wipfli expressly reserves the right to replace, in Our reasonable discretion, any of Our team members as necessary to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist Us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including Our wholly-owned subsidiary based in India and contractors in the Philippines).

We remain responsible to Client for the supervision of all independent contractors, service providers, entities, and personnel who assist Us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes Us to disclose Client information to the foregoing parties for the purpose of providing services to Client. Applicable rules in some states require that We advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services.

8. Confidentiality, Information Security and Electronic Information Storage

The performance of services by Wipfli may result in the parties having access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Professional Services Terms and Conditions

Confidential Information shall not include any information that (i) is already known by the receiving party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates without the use of disclosing party's Confidential Information, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Except as permitted hereunder and necessary for the performance of services hereunder, without the advance written consent of the other party or as required by law, regulation, legal process, or to comply with professional standards applicable to a party, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding the Confidential Information of the other as it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client Confidential Information in connection with the delivery of certain services and Client consents to their use. Wipfli will ensure that it maintains appropriate policies, procedures and safeguards to protect the confidentiality of Client Confidential Information. In addition, to the extent possible and practicable We will ensure that Our agreements with all third-party service providers contain appropriate provisions to protect Client Confidential Information. We may use electronic media to transmit Client Confidential Information and such use in itself will not constitute a breach of any security or confidentiality obligation. Client acknowledges that Wipfli has no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of electronic devices and applications in the delivery of Our services.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data"). Any Personal Data provided to Us by Client will be kept confidential and not disclosed to any third party not described above (parties providing Us assistance in rendering professional services) unless necessary to deliver services, expressly permitted by Client, or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information which will be obtained, used, and disclosed by Wipfli to render services, and Wipfli may rely on the representation that Client has obtained such consents.

9. Intellectual Property Rights, Client Records, Wipfli Workpapers; Use of Deliverables and Drafts

Wipfli acknowledges that all Client materials, data or other information provided to Wipfli to permit Wipfli to perform services ("Client IP") belongs to and shall remain the property of Client. Client acknowledges that proprietary information, documents, materials, management techniques and other intellectual property (collectively "Wipfli IP") are a material asset to Wipfli and source of services We perform for Client and others were developed prior to performing services for Client. Client acknowledges that Wipfli owns all right, title and interest in Wipfli IP including enhancements thereto produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client IP, all of which shall remain the property of Client. Upon completion of the services and full payment by Client of all related invoices, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client (including embedded Wipfli IP), provided that any use or modification of such deliverable, other than for the purposes stated in the related engagement letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, products, services, marketing material, or advertising media and shall not in any way alter any of Wipfli's products. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process, and other information shall be solely and exclusively the property of the originating party.

Client's original documents, data, books and records are the property of Client, and it is Client's responsibility to maintain all such materials. Wipfli

has no responsibility to do so unless specifically undertaken by Wipfli in an engagement letter. Workpapers, documentation and files created by Us in the course of providing services are the property of Wipfli. We will retain workpapers, documentation, and files pursuant to Our record retention policy. In the event We are required to respond to a subpoena, court order, government regulatory inquiry, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of workpapers, documents, files and/or testimony relative to information We obtained and/or prepared during the course of rendering services, We will, to the extent permitted by law and applicable professional standards, notify You of the matter, but You agree We have no obligation to You in the event We determine We are obligated to provide documents or other information. You agree to compensate Us for all time We expend in connection with such response, at Our regular rates, and to reimburse Us for all related out-of-pocket costs, including reasonable attorney's fees, that We may incur. Any services under this paragraph will be deemed a separate engagement subject to these Terms and Conditions.

10. Third-Party Software, Technology Tools and Related Products and Limitations Thereon

Wipfli may use software, technology tools, or related products ("Third-Party Products") to deliver services to Client. Where Wipfli uses Third-Party Products or is engaged to provide services related to the selection, implementation or use of Third-Party Products, Wipfli will employ commercially reasonable efforts to research, learn, and assist Client in the selection, implementation and use of such Third-Party Products. However, Wipfli shall not be held liable for any issues, errors, or malfunctions related to or arising from the Third-Party Products not directly caused by Wipfli's fraud or willful misconduct. Client acknowledges that Wipfli does not have control over the functionality, performance or availability of Third-Party Products and cannot assure or make any representation that the Third-Party Products are free from defects, malware, viruses, trojan horses, and similar risks. Consequently, Wipfli disclaims any warranties or guarantees, express or implied, regarding the performance, reliability, or results obtained from the use of Third-Party Products and Client acknowledges that the use of such Third-Party Products is subject to the terms of any end user agreement associated with each of the Third-Party Products and accepts such terms.

11. Tax Services

Tax services are subject to and will be performed in accordance with Treasury Department Circular 230, the American Institute of Certified Public Accountants (AICPA) and other professional standards applicable to tax services. Our fees for services do not include time spent responding to IRS or state or local inquiries, and Client understands that We are not responsible for IRS or state or local disallowance of doubtful deductions or deductions unsupported by adequate documentation, nor for resulting taxes, penalties, and interest. Client's tax returns may be selected for review by the taxing authorities. Any proposed adjustments by an examining agent are subject to certain rights of appeal. In the event of such tax examination, We will be available upon request to represent Client and will charge additional fees for the time and expenses incurred. Any such services will constitute a separate and distinct engagement.

If Client is an individual with respect to whom IRC 7216 and the related regulations ("7216") are applicable, Wipfli will not utilize foreign persons or resources to provide tax services without first obtaining appropriate consent from Client, and any provision of these Terms and Conditions which would contravene the requirements of 7216 shall be inapplicable.

12. Allocation of Risk and Limitation of Liability

In no event will Wipfli or Client be liable to the other for claims of punitive, consequential, special, or indirect damages, whether or not a party was advised of the possibility of such damages, regardless of whether they were foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability or otherwise. Wipfli's liability for all claims, damages and costs of Client arising from Wipfli's services performed under an engagement letter, Change Order or otherwise shall be limited to the amount of fees paid by Client to Wipfli for the specific services which give rise to the claim for damages or, in the case of services provided in respect of an engagement which spans a period of more than twelve (12) months, the fees paid by Client to Wipfli in the twelve (12) months preceding the event giving rise to the claim. The limitation of liability in the preceding sentence shall not apply in the event of Wipfli's fraud or willful misconduct or where disallowed by applicable law, regulation or professional standards applicable to the services performed under these Terms and Conditions. Because Wipfli will rely on Client and its management for the accuracy of the representations made to Wipfli to perform services, and except where indemnity is disallowed by applicable law, regulation or professional standards applicable to the services performed under these Terms and Conditions, Client holds harmless and releases Wipfli and its owners and employees from all claims, liabilities, losses and costs of any kind arising which arise from: (i) a knowing misrepresentation, withholding or concealment of information by Client or

Professional Services Terms and Conditions

its management; or (ii) a wrongful act by Client or a member of Client's management or ownership group.

13. Dispute Resolution; Choice of Law and Statute of Limitations

If any dispute arises regarding the subject matter hereof or services provided by Wipfli to Client and such dispute cannot be resolved through informal negotiations and discussion, prior to resorting to litigation the parties will try in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes. Either party may request mediation and costs of any mediation proceeding shall be shared equally. IN THE EVENT OF LITIGATION, WIPFLI AND CLIENT HEREBY AGREE NOT TO ELECT OR REQUEST A TRIAL BY JURY OF ANY ISSUE TRIABLE BY RIGHT OF JURY AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH RESPECT TO THE SERVICES, THESE TERMS AND CONDITIONS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING THEREWITH.

The parties agree that any dispute arising out of Wipfli's services or these Terms and Conditions shall be governed by the laws of the state of Illinois, without regard to conflict of laws principles. Except for an action by Us to collect payment of Our invoices, Wipfli and Client agree that no claim arising out of services rendered by Wipfli shall be filed after the earlier of the expiration of the applicable statute of limitations, or: (i) in the case of any report or deliverable issued by Wipfli under the engagement letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of any related engagement letter), or (ii) in the case of any tax form or similar governmental filing, no later than three years after the extended due date of such tax form or filing.

14. Regulatory Matters and Impact On Independence

Where Wipfli is (a) providing services to an entity that is registered with the SEC or an affiliate of such registrant, or (b) providing services to an entity or affiliate that is subject to professional standards more stringent than those which exist under the AICPA Code of Professional Conduct, any provision of these Terms and Conditions which would be prohibited by such professional standards or deemed to impair Wipfli's independence relative to Client under such professional standards shall not apply to the extent necessary to avoid such prohibition or independence impairment, it being the intent of Wipfli and Client to ensure Wipfli and Client's compliance with applicable professional standards in respect of Wipfli's engagement by Client and to ensure, where appropriate and necessary, Wipfli's independence from Client.

15. Certain Sales (and Similar) Tax Responsibilities

To the extent applicable, Client shall pay and be solely and exclusively liable for all sales, use, ad valorem, excise, or other taxes or governmental charges imposed on the installation, implementation, licensure, or sale of goods or services by Wipfli or third parties to Client.

16. Severability

The provisions of these Terms and Conditions shall be severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of these Terms and Conditions to either party.

17. Independent Contractor Status and Non-Exclusivity

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties. No right of exclusivity is granted, guaranteed, or implied by Wipfli by entry into an engagement letter or the performance of services. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

18. Insurance

Wipfli will carry and maintain in force at all times during the term of its engagement with Client appropriate insurance coverages, including policies covering professional liability errors and omissions, cyber liability, general liability, automotive, and worker's compensation.

19. Notices

All notices required to be given to either party hereunder shall be in writing and sent by email or traceable carrier to each party's address (including an email address) indicated on any engagement letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice shall be provided to wipfli-legal@wipfli.com.

20. Counterparts and Electronic Signatures

Any document contemplated hereby may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same

document. Each party hereto agrees that any electronic signature of a party to any document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature.

21. Assignment

These Terms and Conditions and related engagement letters and agreements shall be binding on the parties hereto and their respective successors and assigns. Neither party may make assignment thereof without prior written consent of the other party, except that Wipfli may assign its rights and obligations hereunder without approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations hereunder or under any applicable engagement letter.

22. Force Majeure

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) hereunder or under any engagement letter or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, events generally understood to be "Acts of God."

23. Certain Disclosures

Wipfli's services do not constitute legal or investment advice. We are not in a fiduciary relationship with You. Wipfli does not provide investment advisory services. Wipfli owns a membership interest in Creative Planning Holdco, LLC which in turn owns Creative Planning, LLC, an SEC registered investment adviser ("Creative"). Certain Wipfli employees also dually serve as a Creative investment adviser representative ("IAR"). If Client requires investment advisory services, Wipfli will introduce Client to a Wipfli employee who dually serves as an IAR. If Client subsequently engages Creative, Creative will in most cases share a portion of its ongoing investment advisory fee with the IAR. The IAR is required to remit such amounts to Wipfli as the IAR's employer. Wipfli's receipt of a portion of the Creative advisory fee will not result in Client's payment of a higher Creative investment advisory fee than if Client had engaged Creative independent of Wipfli and the IAR. The IAR will provide Client with written disclosure of the relationship and economic arrangement by and among Wipfli, the IAR and Creative. All investment advisory services are provided exclusively by Creative per the terms and conditions of a separate written agreement between Client and Creative. Wipfli does not provide investment advisory services but Wipfli's receipt of compensation as described does present the potential of a conflict of interest. The IAR's role is limited to the introduction of Creative. Creative's written disclosure brochure and Form CRS discussing its advisory services and fees is available at www.creativeplanning.com. **No Client is under any obligation to engage Creative or to continue engaging with Creative after having decided to engage Creative.**

REUNION METROPOLITAN DISTRICT
BOARD COMMUNICATION

DATE	SUBJECT	AGENDA
9/4/2024	Approval of land deed from Reunion Metro District to the Gallery at Reunion Association for Filing 37 Tract R located at 16050 E 109 th Place.	

INITIATED BY
Aaron Clutter

STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS
<p>Board should consider the following:</p> <ol style="list-style-type: none"> 1. Approve and sign an Agreement to Convey Property for a tract of land to grant property ownership from RMD to Gallery at Reunion Association for a Dedication of land. <p style="padding-left: 40px;">Attached to this board communication is a legal description of the land.</p>

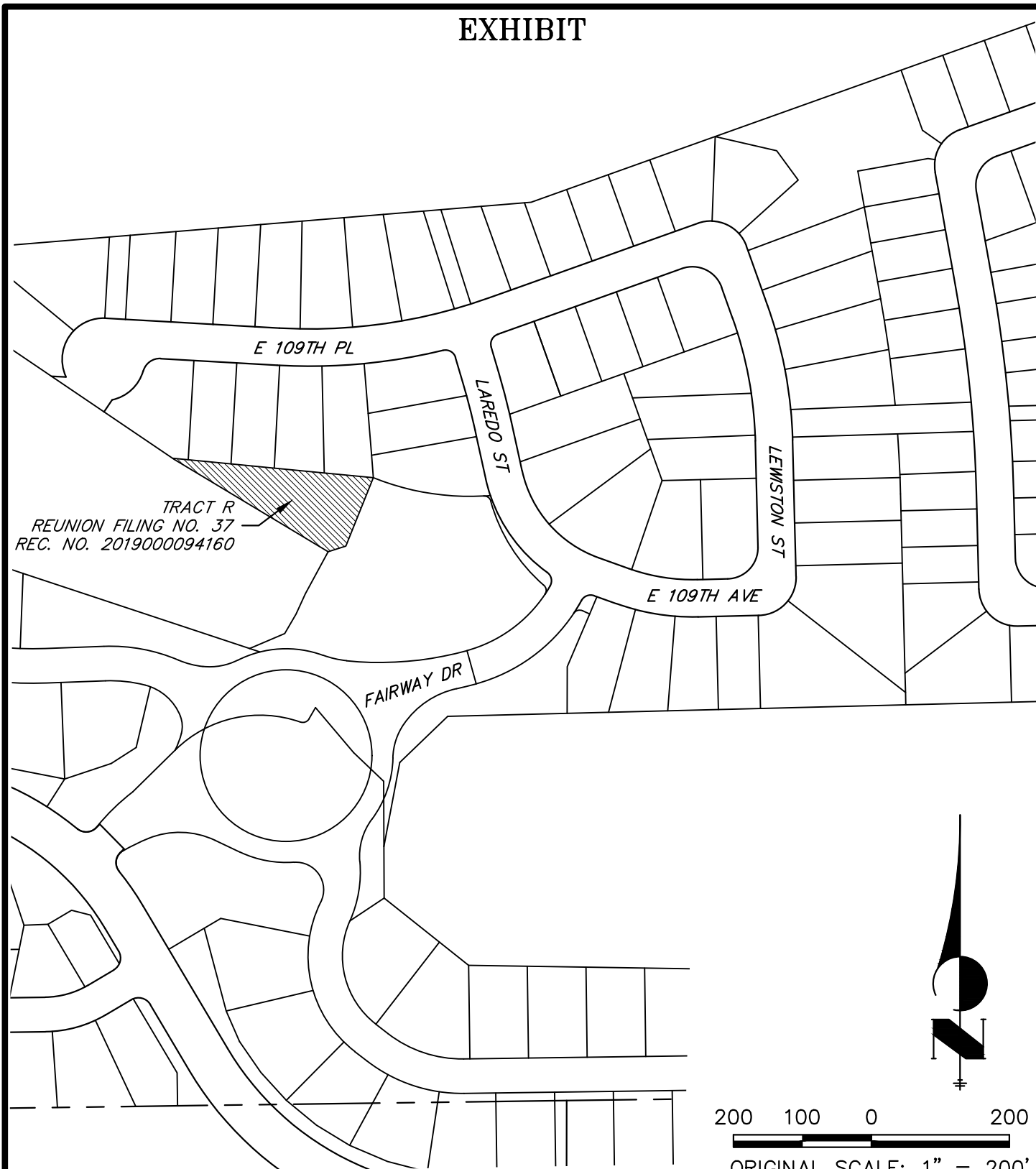
BACKGROUND INFORMATION
<p>The Reunion Metropolitan District currently owns an open space/native grass tract within the privately-gated Gallery at Reunion community that has no improvements that were funded with public funds. It is recommended the Board approve deeding this land to the Gallery at Reunion Association for their ownership and maintenance.</p>

FINANCIAL DETAILS
<p>This is anticipated to be a no-cost transaction.</p>

**GALLERY TRACT****PROPERTY DESCRIPTION**

TRACT R, REUNION FILING NO. 37, RECORDED UNDER RECEPTION NO. 2019000094160, LOCATED IN THE NORTH HALF OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT

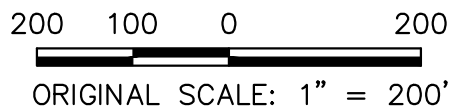


TRACT R
 REUNION FILING NO. 37
 REC. NO. 2019000094160

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

PROPERTY DESCRIPTION
 GALLERY TRACT
 PROJECT NO.: 14421.15
 DATE: 6/5/2024

SHEET 2 OF 2



J-R ENGINEERING

A Westrian Company

Centennial 303-740-9998 • Colorado Springs 719-593-2593
 Fort Collins 970-491-9888 • www.jrengineering.com

DEED WITHOUT WARRANTY

STATE OF COLORADO §
 COUNTY OF ADAMS §

KNOW ALL MEN BY THESE PRESENTS:

That **REUNION METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("GRANTOR"), whose address is 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111 for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, to it in hand paid by **THE GALLERY AT REUNION ASSOCIATION, INC.**, a Colorado nonprofit corporation ("GRANTEE"), whose address is 11002 Benton St., Westminster, Colorado, 80020, has Remised, Released, Granted, Sold and Conveyed and by these presents does Remise, Release, Grant, Sell and Convey unto GRANTEE, subject to the reservations and exceptions hereinafter stated, the real property situated in Adams County, Colorado and being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES (the "Property").

SUBJECT, HOWEVER, TO THE FOLLOWING EXCEPTIONS:

- (a) any outstanding mineral interest that may exist in any third person as revealed by the public deed records of the county in which the Property lies or otherwise;
- (b) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property;
- (c) easements for utilities and road rights of way;
- (d) any portion of the Property lying within the boundary of a road or roadway;
- (e) any existing oil and gas leases relating to the Property to the extent same are still in effect, however, no drilling or surface operation shall be permitted on the Property;
- (f) rights of parties in possession;
- (g) any discrepancies, conflicts or shortages in the area of boundary recitations which a survey of the Property would reflect;
- (h) any visible or apparent easements or rights-of-way across or upon the Property;

- (i) any reservations and restrictions that apply to the title to the Property, including utility and flowage easements; and
- (j) any item that appears in the public records of the County where the Property is located or as indicated by the survey.

TO HAVE AND TO HOLD unto said Grantee and unto Grantee's successors and assigns forever.

Notwithstanding anything to the contrary contained or implied elsewhere herein, Grantor hereby reserves, retains and excepts from this conveyance (a) all of the oil, gas and other minerals and any and all other mineral rights and interest in, on or under the Property that are not currently outstanding in other parties as the date hereof, and (b) all geothermal energy and geothermal substances and rights including, but not limited to, all ores thereof and other products or materials produced therefrom or in association therewith; provided that Grantor hereby expressly waives in favor of Grantee and its successors and assigns any and all of Grantor's rights of ingress to or egress from the Property and all of Grantor's rights to utilize the surface estate of the Property for any and all uses whatsoever (save and except to the extent otherwise permitted pursuant to any Permitted Exceptions) including, but not limited to drilling, extraction, production or other exploration or mining for oil, gas or other minerals and/or geothermal energy and geothermal substances and rights. Such waiver shall not, however, restrict or prohibit the pooling or unitization of the mineral estate reserved by Grantor hereunder with land other than the Property or the exploration or production of the oil, gas and other minerals and/or geothermal energy and geothermal substances and rights by means of wells, shafts or other access ways that are drilled, constructed or developed, or mines that open on land other than the Property but enter or bottom under the Property, provided that such operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

Grantor and Grantee stipulate and agree that this sale of the above-described property is made **"AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY AS TO (1) TITLE, (2) PHYSICAL OR ENVIRONMENTAL CONDITION, (3) HABITABILITY, (4) SUITABILITY OR MERCHANTABILITY, (5) STATUS OR ENFORCEABILITY OF ANY LEASE OR CONTRACT OR (6) EXISTENCE OF OR COMPLIANCE WITH ANY DEVELOPMENT, PRODUCTION OR MARKETING OBLIGATION OR CONDITION.** Grantee acknowledges that this provision has been called to its attention and explained to it.

[SIGNATURE PAGE TO FOLLOW]

GRANTEE, by acceptance of this Deed, hereby assumes payment of all taxes assessed on the Property, if any, from the date of this Deed and beyond. GRANTEE joins in the execution of this Deed to evidence its consent and agreement to all of the terms and provisions thereof.

DATED this the ____ day of _____, 2024.

GRANTOR:
 REUNION METROPOLITAN DISTRICT

By: _____
 President

STATE OF _____)
) ss.
 COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 2024, by _____ as President of Reunion Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

 Notary Public

GRANTEE:
THE GALLERY AT REUNION ASSOCIATION,
INC.

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2024 by
_____ as _____ of The Gallery at Reunion Association,
Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT "A"

Tract R, Reunion Filing No. 37, Recorded under Reception No. 2019000094160, located in the North Half of Section 8, Township 2 South, Range 66 West of the 6th Principal Meridian, City of Commerce City, County of Adams, State of Colorado.

REUNION METROPOLITAN DISTRICT

A RESOLUTION CALLING FOR THE 2025 REGULAR DISTRICT ELECTION AND APPOINTING A DESIGNATED ELECTION OFFICIAL

WHEREAS, Reunion Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Article 1, C.R.S.; and

WHEREAS, the terms of office of Directors Price, Rau and one vacancy expire after the successors are elected at the regular special district election to be held on May 6, 2025 (“**Election**”) and have taken office; and

WHEREAS, in accordance with the provisions of the Special District Act (the “**Act**”) and the Colorado Local Government Election Code (the “**Code**”) (the Act and the Code being referred to jointly as the “**Election Laws**”), the Election must be conducted to elect two (2) Directors to serve for a term of four years and one (1) Director to serve for a term of two years.

NOW, THEREFORE, be it resolved by the Board of Directors of Reunion Metropolitan District in Adams County, State of Colorado that:

1. The regular election of the eligible electors of the District shall be held on May 6, 2025, between the hours of 7:00 a.m. and 7:00 p.m. pursuant to and in accordance with the Election Laws, and other applicable laws. At that time, two (2) Directors may be elected to serve a four-year term and one (1) Director to serve a two-year term.

2. The Election shall be conducted as a mail ballot election in accordance with all relevant provisions of the Election Laws. The Designated Election Official shall prepare the Plan for conducting the mail ballot Election. There shall be no election precinct or polling place. All mail ballots shall be returned to the Designated Election Official at the address designated in the Mail Ballot Plan.

3. The District’s Board of Directors (the “**Board**”) hereby designates Sarah H. Luetjen as the Designated Election Official for the conduct of the Election on behalf of the District and she is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Election Laws or other applicable laws. Among other matters, the Designated Election Official shall provide the call for nominations, appoint election judges as necessary, appoint the Canvass Board, arrange for the required notices of election, printing of ballots, and direct that all other appropriate actions be accomplished.

4. Self-Nomination and Acceptance forms are available from the Designated Election Official via email: sluetjen@cegrraw.com. All candidates must file a Self-Nomination and Acceptance form with the Designated Election Official no earlier than January 1, 2025, nor later than the close of business on Friday, February 28, 2025.

5. If the only matter before the electors is the election of Directors of the District and if, at the close of business on March 4, 2025, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent no later than March 3, 2025, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with the Code.

6. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board’s intention that the various provisions hereof are severable.

7. Any and all actions previously taken by the Designated Election Official, the Secretary of the Board, or any other persons acting on their behalf pursuant to the Election Laws or other applicable laws, are hereby ratified and confirmed.

8. All acts, orders, and resolutions, or parts thereof, of the Board which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

9. The provisions of this Resolution shall take effect immediately.

ADOPTED this 12th day of December, 2024.

REUNION METROPOLITAN DISTRICT

By: _____
Chair

ATTEST:

Secretary

INDEPENDENT CONTRACTOR AGREEMENT
(RECREATION CENTER POOL AND FACILITY MANAGEMENT - 2025)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 1st day of January, 2025, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF METROPOLITAN DENVER, d/b/a YMCA OF METROPOLITAN DENVER, a Colorado nonprofit corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date entered into hereinabove and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2025.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents, or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information, which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

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

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

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has complied and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county, and local or municipal body or agency laws, statutes, ordinances, and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use, or disposal of hazardous wastes, substances, or materials; (iv) rules, regulations, ordinances, and/or similar directives regarding business permits, certificates, and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant, or employee of the District. Review, acceptance, or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions, or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

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

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

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

c. The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within 30 days of receipt of: (i) a timely, satisfactory, and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 28 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own

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

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

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees, and agents is required for commercial general liability and workers' compensation coverage. The commercial general liability and comprehensive automobile liability insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the

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

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

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents, or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

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

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of 2 years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

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

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within 15 days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of 30 days' prior written notice to the District and by the District by giving the Contractor 30 days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this

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

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have 10 days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such 10-day period and the defaulting party gives written notice to the non-defaulting party within such 10-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the 10-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:	Reunion Metropolitan District 17910 Parkside Drive North Commerce City, CO 80022 Attention: Matt Urkoski Phone: (303) 779-5710 Email: matt.urkoski@CLAconnect.com
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With a Copy to:	Cockrel Ela Glesne Greher & Ruhland, P.C. 44 Cook Street, Suite 620 Denver, CO 80206
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Attention: David Greher and Matt Ruhland
 Phone: (303) 218-7200
 E-mail: dgreher@cegrlaw.com
mruhland@cegrlaw.com

Contractor: YMCA of Metropolitan Denver
 2625 S. Colorado Blvd.
 Denver, CO 80222
 Attention: Erin MacGuire
 Phone: (860) 218-4206
 Email: emacguire@denverymca.org

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of 2 years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

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

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

26. LITIGATION. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

27. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

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

29. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as from time to time amended (the "CGIA").

30. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

31. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the

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

32. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

33. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, Title 24, Article 72, C.R.S.

34. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

35. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

36. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

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

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

President

ATTEST: _____
Secretary

*District's Signature Page to Independent Contractor Agreement for Recreation Center Pool
and Facility Management Services with Reunion Metropolitan District,
dated January 1, 2025*

CONTRACTOR:
THE YOUNG MEN'S CHRISTIAN
ASSOCIATION OF METROPOLITAN DENVER,
d/b/a, YMCA OF METROPOLITAN DENVER, a
Colorado nonprofit corporation

Printed Name

Title

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
2024, by _____, as the _____, of the Young
Men's Christian Association of Metropolitan Denver.

Witness my hand and official seal.

My commission expires: _____

Notary Public: _____

*Contractor's Signature Page to Independent Contractor Agreement for Recreation Center
Pool and Facility Management Services with Reunion Metropolitan District,
dated January 1, 2025*

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Reunion Facility Management Budget Summary 2025

REUNION REC CENTER FACILITY MANAGEMENT January 1, 2025– December 31, 2025: \$ 582,000 (12 monthly payments of \$ 48,500.00)

Staffing:

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

Desk hours:

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

Facility Scope of Work

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



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

12. YMCA will oversee a third-party cleaning company for the District including but not limited to, window washing, pest control.
13. YMCA will coordinate and oversee facility maintenance needs in coordination with the District.
14. Program surveys, attendance at board meetings and monthly reports all help to increase communication and ensure client satisfaction.
15. Hire and schedule for facility departments (front desk, fitness instructors, gate guards, and event/programming staff) and follow through with YMCA and district policies trainings along with day to day operations. Complete payroll and other staffing training requirements.
16. Administration to include greeting guests, issuing access cards and ensuring waiver and accounts are completed and up to date within EZ Facility system, checking guests into system, collecting programming and outside user fees and selling outside user memberships, assisting in audio/visual, reservations calendar, responding to phone calls and online inquiries within 1-business day.
17. Ensure facility information, passwords, and account information is documented and up to date.
18. Manage contract for Preschool.

Events:

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

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

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

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

Sports/Programs:

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



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Reunion Rec Center and Southlawn Pool Management Budget Summary 2025

COST: REUNION REC POOL January 1, 2025– December 31, 2025: \$173,370.00 (5 monthly payments of \$34,6734.00 due May, June, July, August, and September

Details:

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

DAYS AND HOURS OF OPERATION OF REC CENTER SWIMMING POOL

Independent Contractor agrees to operate the Pool in accordance with the schedule. Regularly scheduled hours of operation will include four (4) lifeguards and a gate guard for resident and guest check in May 24 – September 1, Sunday – Monday 10am-8pm with back to school hours beginning Aug 11, pool schedule is Mon- Fri: 5-8pm with three (3) guards and four (4) guards Sat & Sun 10am-7pm). Times may be adjusted periodically by the District, with Independent Contractor's assistance to meet the requirements of Reunion Recreation Center Residents.

The pool will close at 5pm on 4th of July and Labor Day.

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

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

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



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

COST: SOUTHLAWN POOL January 1, 2025– December 31, 2025: \$113,875.30 (5 monthly payments of \$22,775.06 -22 less days open if closing August 11th)

Recommended that Southlawn close starting August 11th, see note below.

Details:

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

DAYS AND HOURS OF OPERATION OF REC CENTER SWIMMING POOL

Independent Contractor agrees to operate the Pool in accordance with the schedule. Regularly scheduled hours of operation will include two (2) lifeguards and a gate guard for resident and guest check in May 24– September 1, Sunday – Monday 10am-8pm with back to school hours beginning Aug 11, pool schedule is Mon- Fri: 5-8pm with two (2) guards and two (2) guards Sat & Sun 10am-7pm.

Suggestion: Southlawn pool to be closed starting August 11th as to save the district money and also the facility does not get used enough to remain open. Times may be adjusted periodically by the District, with Independent Contractor's assistance to meet the requirements of Reunion Recreation Center Residents.

The pool will close at 5pm on 4th of July and Labor Day.

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

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



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Fee for staffing the Reunion Rec Center Facility:	\$460,252
Reunion Rec Rec Center Facility Management Fee:	\$121, 748
Fee for staffing Reunion Rec Center Pool:	\$142,500
Reunion Rec Center Pool Management Fee:	\$30,870
Fee for staffing Reunion Southlawn Pool:	\$83,108
Reunion Southlawn Pool Management Fee:	\$30,767.30
Total :	\$869,245.30

EXHIBIT A-1

CONTRACTOR'S COMPLETED W-9

EXHIBIT B

INSURANCE REQUIREMENTS

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

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.

2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury, and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:

- a. premises operations;
- b. personal injury liability without employment exclusion;
- c. limited contractual;
- d. broad form property damages, including completed operations;
- e. medical payments;
- f. products and completed operations;
- g. independent consultants coverage; and
- h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant.

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

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

4. If applicable: Contractor shall secure and maintain a third-party fidelity bond in favor of the District, covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities, or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

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

EXHIBIT B-1

CERTIFICATE(S) OF INSURANCE

INDEPENDENT CONTRACTOR AGREEMENT
(Management Services)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "Agreement"), is entered into as of the 12th day of December 2024, by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and MSI, LLC, a Colorado limited liability company (the "Contractor"). The District and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

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

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

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

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

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

WHEREAS, by execution of this Agreement, the Parties hereby acknowledge the terminate of that certain Management Agreement Between Reunion Metropolitan District and MSI, LLC dated February 5, 2019 (the "Prior Agreement") and acknowledge that this Agreement supersedes and replaces the Prior Agreement.

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

TERMS AND CONDITIONS

1. SCOPE OF SERVICES. The Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (the "Services"): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the District; (b) within

the time period and pursuant to the Scope of Services specified in said Exhibit A; (c) in such a manner as to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District; and (d) in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations, including, without limitation, any licensing, bonding, and permit requirements, and including without limitation, any such laws relating to storage, use or disposal of hazardous wastes, substances or materials. Exhibit A may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services. Notwithstanding the foregoing, unless terminated pursuant to (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew for each succeeding year for an additional one (1) year term commencing January 1 of the next succeeding year.

3. ADDITIONAL SERVICES. The District may request the Contractor to provide additional services not set forth in Exhibit A. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware, The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement, The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Services of the Contractor shall be undertaken and completed to assure their expeditious completion in light of the purposes of this Agreement. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give timely notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor declares that it has complied with all Federal, State and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses that are required to provide the Services under this Agreement.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("Monthly Report").

7. COMPENSATION AND NVOICES.

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

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of the Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice; and (ii) if applicable, a satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the best interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the President and one other officer of the District, subject to ratification at the next succeeding special or regular Board meeting.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in the Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, subconsultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, the safety of its employees, the public and the work site in general and shall comply with all applicable provisions of local, state and federal laws, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (OSH Act). All personnel furnished by the Contractor will be deemed employees of the Contractor and will not for any purpose be considered employees or agents of the District, and the Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.

10. EOUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and nondiscrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in 5817.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in the Agreement and will participate in the E-Verify Program or Department Program (as defined in {8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated in the Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in the Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in {8-17.5-102, C.R.S.

g. If the Contractor violates a provision of the Agreement pursuant to 58-17.51 02, C.R.S., the District may terminate the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in Exhibit C, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for each coverage provided, The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations required by this Section II of the Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as Exhibit C-1. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

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

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor, on behalf of its employees, agrees to enter into a confidentiality agreement. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the best interests of the District.

b. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the owner of conflicts that impact the Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated in the Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements

thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District, The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15(b), below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees, by the degree or percentage of negligence or fault arising directly or indirectly, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability acts or other employee benefit acts.

b. The Contractor will at all times defend, indemnify and hold the District and its directors, officers, managers, agents and employees harmless against any liability for claims and liens for labor performed or materials used or furnished in the performance of Contractor's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to the District resulting from such claims or liens. After written demand by the District, the Contractor will immediately cause the effect of any suit or lien to be removed from the District's property. In the event the Contractor fails to do so, the District is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by the Contractor or may, at the District's option, be offset against any sums due and payable to Contractor pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Contractor will, at the option of the District, defend said suit at its own cost and expense, with counsel satisfactory to the District and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Contractor may litigate any such lien or suit, provided the Contractor causes the effect thereof to be removed promptly in advance from the District's property.

c. This indemnity coverage shall also cover the District's defense costs in the event that the District, in its sole discretion, elects to provide its own defense, The District retains

the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised.

Insurance coverage requirements specified in the Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the District's protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment, delegation or subcontracting of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services under this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in Section 15 of this Agreement holding the District harmless for the acts of the subcontractor. The Contractor further agrees that any such subcontract shall be terminable for cause or convenience and that, unless directed otherwise by the District, the Contractor shall immediately terminate all such subcontracts immediately upon termination of this Agreement. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without further cost upon termination of this Agreement. Neither the District's approval of any subcontractors, suppliers or materialmen, nor the failure of performance thereof by such parties, will relieve, release or affect in any manner any of the Contractor's duties, liabilities or obligations under this Agreement, and the Contractor will at all times be and remain fully liable. The Contractor agrees that each of its employees, and any subcontractors, suppliers and materialmen will be properly qualified and will use reasonable care in the performance of their duties.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause or for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination by either Party hereto, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the

District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have fifteen (15) days following receipt of the notice to cure the default. If the default is not of a type which can be cured within such fifteen (15)-day period and the defaulting party gives written notice to the non-defaulting party within such fifteen (15)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the fifteen (15)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of the Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:	Reunion Metropolitan District c/o CliftonLarsonAllen 8390 E. Crescent Parkway, Suite 300 Greenwood Village, Colorado 80111 Attention: Matt Urkoski (303) 265-7919 (phone) (303) 779- 0348 (fax) matt.urkoski@CLAconnect.com
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With copy to. Cockrel Ela Glesne Greher & Ruhland, P.C.
David Greher | Attorney
44 Cook Street, Suite 620
Denver, Colorado 80206
Main: 303.218.7200
Direct: 303.218.7201
dgreher@cegrlaw.com

Cockrel Ela Glesne Greher & Ruhland, P.C.
Matt Ruhland | Attorney
44 Cook Street, Suite 620
Denver, Colorado 80206
Main: 303.218.7200
Direct: 303.218.7212
mruhland@cegrlaw.com

Contractor. MSI, LLC
11002 Benton Street
Westminster, Colorado 80020
Attention: Deneen Gaines
(303)974-4139(phone)
deneengaines@msiho.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of the Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in the Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW / DISPUTES.

a. Arbitration. All claims, counterclaims, disputes and other matters in question between the Parties hereto arising out of or relating to this Agreement or the breach hereof may be decided by arbitration upon the mutual agreement to do so by the Parties to this Agreement. In that case, arbitration will be administered by the Judicial Arbitrator Group in Denver, Colorado under its arbitration rules, by a single arbitrator, unless a different arbitrator is agreed upon by the Parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THE PARTIES RECOGNIZE THAT BY AGREEING TO BINDING ARBITRATION AS THE METHOD FOR DISPUTE RESOLUTION, THEY RELINQUISH THE RIGHT TO BRING AN ACTION IN COURT AND WAIVE THE RIGHT TO A JURY TRIAL AND THE EXTENSIVE DISCOVERY RIGHTS TYPICALLY PERMITTED IN JUDICIAL PROCEEDINGS. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Each Party will be responsible for paying one half of all fees and expenses charged by the arbitrator. Notice of request for arbitration must be filed in writing with the other Party(ies) to this Agreement. If agreed to, notice must be filed with the Judicial Arbitrator Group. The request must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. In the

event that the Parties do not agree to arbitration, each party shall be permitted to pursue all available legal and equitable remedies.

b. Litigation and Venue. In the event the Parties do not agree to arbitration pursuant to Section 25(a), above, venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, forum non-convenient or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated,

c. Prevailing Party. Other than arbitration fees as set forth in Section 25(a) of the Agreement, 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. For purposes of this Agreement, "prevailing party" shall mean the party in whose favor a judgment, decree, or final order is rendered, either by an arbitrator or the court, after appeal, if any. In the event both Parties prevail on one or more claims, the prevailing party shall mean the net winner of a dispute, taking into account the claims pursued, the claims on which the pursuing party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other Party.

d. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the District's obligations under this

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

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

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

30. SEVERABILITY. If any covenant, term, condition or provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition or provision shall not affect any other provision contained in the Agreement, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, 24-72-202, et seq., C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the

accomplishment of the Services (collectively, the "Work") will be of good quality and new, unless otherwise required or permitted by the Agreement. The Contractor further warrants that the Work will conform to all requirements of the Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in the Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The District is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase the materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Remainder of page intentionally left blank. Signature pages follow].

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

DISTRICT:

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

Officer of the District

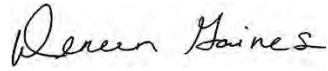
ATTEST:

Board Chair

District's Signature Page to Independent Contractor Agreement for Management Services with Reunion Metropolitan District, dated December 4, 2024

CONTRACTOR:

MSI, LLC, a Colorado limited liability company



Printed Name: Deneen Gaines

Title: Vice President of Community Management

Contractor's Signature Page to Independent Contractor Agreement for Management
Services with Reunion Metropolitan District, dated December 4, 2024

EXHIBIT A

SCOPE OF SERVICES

ACCOUNTING SERVICES

The Contractor will perform Accounts Receivable services and provide reports as follows:

- The Contractor will maintain service and support staff to process incoming calls during the hours of 8:00 am to 5:00 pm, Monday through Friday.
- Fee collection includes:
 - Processing and providing status letters to title companies
 - Processing credit card payments
 - Processing e-checks and online bill payments
 - Follow-up on delinquent accounts
 - Monitoring bankruptcy and foreclosure accounts not with the District's attorney
 - Receiving/processing/posting title transfers
 - Collection of working capital fee, if any
 - Billing/receiving/posting fee payments
 - Ordering coupon books
 - Setting up and processing ACH submissions
 - Monitoring payment plan accounts
 - Communicating with homeowners via email and phone regarding accounts
 - Depositing the high volume of checks that arrive on a weekly basis
 - Maintaining customized delinquency letters
 - Monitoring all intents to file lien, liens, and attorney turnover letters with the post office to determine delivery date
- The Contractor will provide title companies, mortgage companies, real estate agents and buyers seller disclosure documents, as required by Colorado law
- The Contractor will provide the following reports on a monthly basis
 - Income Budget Comparison Report
 - Cash Flow Report
 - Balance Sheet
 - Trial Balance
 - Resident Balance Report
 - Ownership Report
 - List of new owners/accounts
 - Owners' name, address, phone, closing date
 - Accounts Turned Over to Attorney Report (current month)
 - Prepare Presale Report

- Prepaid and Delinquent Reports
 - Send wire transfer of operating funds monthly by the 10th
 - Reconcile operating account
- The Contractors will receive or account for receipt of all fees and other charges due to the District. The District agrees that the payment of fees may be made directly to the District in care of the Contractor, to a bank lockbox, or be electronic transfer. The method of payment will be at the discretion of the Contractor. Any payments received by the Contractor will be deposited within ten (10) business days.
- The Contractor will follow up on all delinquent accounts on a monthly basis in accordance with policies established by the Board of Directors of the District. The Contractor will charge an Accounts Receivable Processing Fee for processing delinquent accounts of \$25.00 per delinquent account per month, chargeable to the delinquent owner in the month in which the account becomes one month or more delinquent. The Contractor will be reimbursed by the delinquent owner for this fee upon successful collection of the delinquent account.
- The Contractor will not make personal visits to delinquent owners, solicit collection by phone or perform any other collection efforts outside of normal work hours. The District understands that the Contractor is not a collection agency and that the Contractor cannot practice law by representing the District in small claims or any other court.
- The Contractor will turn over delinquent accounts to the District's legal counsel for collection efforts per District policy. The Contractor will charge a fee of \$75.00 per delinquent account turned over, including packaging the account and continued coordination and communication through the collection effort. The charge is added to the owner account but is initially paid by the District.
- The Contractor will charge the District a fee of \$20.00 for the handling of all nonsufficient fund checks. The charge will be added to the owner's account.
- The Contractor will attend court regarding delinquency or other matters, if requested by the District's attorney or the District's Board of Directors, on behalf of the District, for a fee of \$110.00 per hour. This fee will also be charged in preparation and attendance at meetings with the District's attorney and/or depositions relating to the case. This fee will be paid by the District and charged to the owner's account. The charge will include travel time to and from court. This fee remains applicable and will be charged to the District if the Contractor is required to attend court on behalf of the District after the expiration or termination of this Agreement for a matter taking place during the contracted term.

ADMINISTRATIVE SERVICES

- The Contractor will provide clerical and secretarial support as required to accomplish all services listed in this Agreement.
- The Contractor will provide an ownership list to the Board of Directors upon request at no charge. All requests from owners will be processed in accordance with the District's open records policy.
- The Contractor agrees to utilize and provide updates to the developer database as needed.
- The Contractor will mail fee envelopes or assure that coupon books are sent to new owners

within thirty (30) days of notification of change of ownership by the title company and distribute fee envelopes or assure that coupon books are sent to all owners once yearly.

NOTICES/MASS MAILINGS/NEWSLETTERS

- The Contractor will prepare and mail mass mailings in form of, or in combination with, notices of meetings/newsletters as directed by the District, not to exceed two (2) per year to all District owners and residents. If the District requires more notices/newsletters than specified above, the Contractor will charge a fee of \$100.00 per additional mailing. The District will pay the cost of printing, postage, and envelopes. The Contractor is not responsible for copyright infringement for any articles or photos provided by any owner or resident of the District
- The Contractor agrees to provide the District a community website. The District agrees to pay a one-time set up fee and a \$60 per month maintenance fee, which includes but is not limited to updating such items as minutes, newsletters, financials, budgets, audits, monthly calendars, annual disclosures, governance policies and owner education information. Website features unique to the District which are not part of the standard website package will be billed at \$75 per hour. Should the Contractor not have the expertise to incorporate requested website features, the District agrees to hire a contractor to perform those services. The District shall be responsible for all costs incurred for these additional features, The Contractor is not responsible for copyright infringement for any articles or photos provided by any owners or resident of the District.

NOTIFICATION TO NEW OWNERS

- The Contractor will distribute to new owners information regarding the District and fees, as directed by the Board of Directors, within thirty (30) days of notification by the title company of a closing.

CHANGE OF RECORD/FINANCIAL STATEMENT

- The Contractor will act as liaison with owners, realtors, mortgage companies and title companies when properties are sold or refinanced, and issue status letters and other reports as required. It is understood that the Contractor will charge a change of records fee at \$325 for all resales and \$75 for initial closings, both original sale from the builder to the first buyer and on all subsequent resales or refinances, except that the fee to process a refinance will be at a reduced rate of \$100. There will be no expense to the District.

MEETINGS

- A representative of the Contractor will attend up to four (4) meetings per month of the District and meetings of the Board of Directors to provide information, answer questions, give

advice, and obtain instructions. It is agreed that if there are meetings in excess of four (4) per month, the Contractor will charge an additional fee of \$110.00 per hour for such meetings and/or extra time. A meeting is defined as any event at which the Contractor representative is required to be in attendance.

INSPECTIONS

- The Contractor will make physical inspections of the development once per week. Physical inspections will include the following: a drive-through of the community in total with an intent of determining the general condition of the grounds and design review and covenant issue from the street scene; a walk-through of common areas; detailed inspections with the Board of Directors or available committee members are encouraged twice per year; walk-through inspections during contracts with an intent of determining status of work and to address any contracted work with the exception of roofing which will be observed from the ground level and interior work which is concealed. Required inspections in excess of one (1) per week will be charged by the Contractor at the rate of \$110.00 per hour.

DESIGN REVIEW PROCESSING

- The Contractor will maintain logs showing receipt and progress leading to approval or denial of design review requests, and assure they are presented to the design review committee, notify owners of actions taken by the committee, and answer questions regarding architectural issues.

COVENANT/RULE ENFORCEMENT

- The Contractor will maintain logs showing progress of covenant/rule enforcement issues from discovery through resolution and provide administrative support and inspections during the process. This provisions applies only to issues involving first-hand knowledge of the Contractor or written verification from an owner or resident. The Contractor will initially send notifications to the owner and will seek advice of the Board of Directors for any issues not resolved in the early stages. The Contractor cannot provide assurance that any issue will be resolved since services provided are administrative in nature. [t is understood that administrative services related to covenant/rule enforcement are performed from the offices of the Contractor during normal business hours and that attempts at resolution do not include personal visits to the home of the alleged offender or phone calls to solicit compliance. The Contractor will not trespass on private property or take action that is contrary to law. The Contractor will not take any action that will endanger its employees.

PETTY CASH

- The District will advance to the Contract a sum of \$1,200. These funds, on continuous deposit with the Contractor, shall be used to pay for various expenses during the month on behalf of the District. The District will reimburse the Contractor for miscellaneous expenses

incurred during the month. These expenses include, but are not limited to, copies, postage, printing, envelopes, files, binders, ledgers, bank lock box fees, coupon printing fees or other supplies that are solely for the benefit of the District. A detailed accounting of these expenditures will be provided on the Contractor's invoice.

DISTRICT RECORDS

- The Contractor will provide for the complete storage of all records of the District as required by Colorado law and applicable record retention policies of the District.

EXHIBIT B

COMPENSATION SCHEDULE

The District shall pay the Contractor a fee of \$3.65 per unit, per month. The fee will be due on the first of each month and will be payable subject to the authority given to the Contractor at the monthly Board of Directors meeting or by direct debit of the District's bank account subject to approval of the Board of Directors. If there is not a meeting scheduled, or the Board meets other than monthly, the fee will be payable no later than the 15th of the month.

EXHIBIT B-1

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

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

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.

- 2, Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. blanket contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations; & independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

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

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities, or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

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

EXHIBIT D

ADMINS/PAPER COSTS

Exhibit D billable expenses are subject to change with prior notice provided to the **District**.

ITEM	PRICE
MANAGEMENT FEE	\$3.65 / PER UNIT PER MONTH
MEETINGS	FOUR (4) PER MONTH
INSPECTIONS	ONE (1) PER WEEK
1099 FORM PROCESSING	\$20.00 / EACH
AR PROCESSING FEE	\$25.00 / EACH
ATTORNEY TURNOVER FEE	\$80.00 / OCCURENCE
CHANGE OF RECORD	\$75 / OCCURANCE
COUPON BOOK	\$4.50 / EACH
LIEN FILING/RELEASE FEE	\$100.00/ OCCURENCE
NSF FEE	\$20.00
PAYMENT PLAN	\$30.00 / PLAN
MONTHLY ACCOUNTING	\$3.00/ UNIT PER MONTH FOR SPECIAL ASSESSMENTS
UNIT POSTINGS	AT ACTUAL COST
BOARD OF DIRECTOR BINDERS	\$20.00 / EACH
CERTIFIED MAIL	AT ACTUAL COST
COLOR COPIES (8.5 X 11)	\$0.50 / PAGE
COPIES (8.5 X 11)	\$0.20 /PAGE
ENVELOPES - #10 AND #10 WINDOW	\$0.15
ENVELOPES - 10 X 13, 6 X 9, AND 9 X 12	\$0.30
ENVELOPES - PADDED	\$0.80
FAX	\$0.50
FILE FOLDER	\$0.40
FLASH DRIVE	\$10.00
LAMINATING SHEETS	\$1.00 / SHEET
POSTAGE	AT ACTUAL COST
STORAGE BOX	\$5.50
COUNTY FORECLOSURE NOTIFICATION	\$25.00 + REGISTRATION FEE
COURT ATTENDANCE FEE	\$110.00 / HOUR
EXTRA AND OVERTIME BOD MEETING	\$110.00 / HOUR
EXTRA INSPECTIONS	\$110.00 / HOUR
INSURANCE CLAIM	\$110.00 / HOUR
NOTICES/NEWSLETTERS/MASS MAILINGS	TWO (2)
ADDITIONAL NOTICES/NEWSLETTERS/MASS MAILINGS	\$100 PER NOTICE/NEWSLETTER/MASS MAILING
PICKING UP EQUIPMENT AND SUPPLIES	\$35.00 / TRIP
SECRETARY OF STATE FILING FEE	\$25.00 + REGISTRATION FEE
SPECIAL PROJECTS	NOT TO EXCEED \$150.00 / HOUR
WEBSITE SET UP (ONE TIME FEE)	\$250.00

TRANSFER OF TITLE:

\$350 to buyer / seller on Transfers (no expense to the District)

\$350 additional if Unit is foreclosed (no expense to the District)

\$100 additional if Unit is with the Attorney (no expense to the District)

Documents and Questionnaires for Non-Homeowners

The Association websites we provide include many of the documents required for a real estate transaction for no additional charge. However, for realtors, mortgage companies, and home buyers that prefer a third-party option, we partner with HomeWise Docs. This is also where the condo certification questionnaires required for many home listings are provided. The fees on the HomeWise site include:

Documents- Market Rate for any of the following sets: Annual Board Meeting Minutes, Annual Financials, Articles of Incorporation, Budget, Bylaws, Covenants/ Declarations, Current Unaudited Financials, Governance Policies, Insurance Certificate, Regular Meeting Minutes, Rules & Regulations.

Questionnaires- the Standard Questionnaire is Market Rate, and the Lender Specific Questionnaire is Market Rate.

Credit Card Payments

Homeowners are provided the opportunity to pay assessments via credit card at their discretion. We partner with a third-party company to process credit card payments and the merchant credit card transaction fee will be paid by the owner choosing to use the service vs. the free pay options.

ACH

A separate convenience/security fee may be charged for ACH transactions.