

**ANNUAL REPORT FOR THE CALENDAR YEAR 2024**  
**REUNION METROPOLITAN DISTRICT**  
**CITY OF COMMERCE CITY, COUNTY OF ADAMS, COLORADO**

City of Commerce City, Colorado  
*via Email*

County Clerk and Recorder  
Adams County, Colorado  
*via Email*

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

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

**1. Boundary Changes Made or Proposed:**

- (a) No changes made or proposed as of December 31, 2024.

**2. Intergovernmental Agreements Terminated, Entered Into or Proposed:**

- (a) An Intergovernmental Agreement with the City of Commerce City (the “City”) for Paving Improvements near 10690 Nucla Street, attached hereto as Exhibit A.
- (b) An Intergovernmental Agreement with the City for Off-Duty Policy Services, attached hereto as Exhibit B.

**3. Access information to obtain a copy of the Rules and Regulations:**

- (a) Rules and Regulations between the District and North Range Metropolitan Districts was adopted on March 3, 2005 and modified on January 26, 2015, attached hereto as Exhibit C;
- (b) Underdrain System Rules and Regulations dated May 9, 2023, attached hereto as Exhibit D; and
- (c) Pool Rules and Regulations (date unknown), attached hereto as Exhibit E.

**4. Changes or Proposed Changes in District’s Policies:**

- (a) There were no material changes to the District’s policies in 2024.

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

(a) None.

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

(a) Changes to Revenue Projections and Operating Costs are included in the 2025 Budget, attached hereto as Exhibit F.

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

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

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

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

This Court must not countenance such effects and undermine the express policy determination made by the legislature to preclude such claims by any party more than 30 days after an issuer authorizes an obligation.”

On February 7, 2023, the District Court issued a ruling from the bench granting the preliminary injunction and ordering the appointment of a receiver for NR1 and NR2. As of the date of this Annual Report, The Receiver Group, LLC was appointed by the District Court to serve as receiver by Orders dated May 9, 2023 (the “**May 2023 Orders**”), which were subsequently amended March 18, 2024. The Original Defendants filed a Motion to Modify the May 2023 Orders. That motion is fully briefed but was not ruled upon by the District Court and has been superseded by a motion filed in January 2025, as discussed below.

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

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

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

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

At a status conference on November 20, 2024, the District Court granted the Original Defendants the right to file amended pleadings regarding the Receivership. On January 13, 2025, the Original Defendants filed their Motion to Rescind Order concerning Amended Motion for Appointment of Receiver; Or in the Alternative to Modify Order. This Motion is fully briefed but not yet decided by the District Court.

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

(a) The District generally continues to operate as it has in previous years, subject to orders of the District Court in the Litigation. In its 2025 Budget Resolution (attached), the District's board of Directors (the "**Board**") provided funding related to the budget requests of NR1, NR2 and NR3 for "Administrative Services", primarily accounting, auditing, management and legal fees and director fees, which collectively total \$819,400 for 2025. In order to cover these costs, while maintaining the same aggregate mill levy in collection year 2025 as had been levied in 2024 within the North Range Districts, the Board cut its projected operating reserves to 5% (from the 10% reserves the Board had striven to maintain historically before 2024). Mill levy revenues received for NR1 and NR2 are paid to the District by the Receiver, with the District then paying their Administrative Expenses. For approximately a year now, this process has been the source of dispute between the parties. Specifically, the NR1 and NR2 boards have generally refused the District's requirement that the NR1 and NR2 boards take action to review and approve expenses for which those boards want the District to pay. On January 23, 2025, the District received Resolutions authorizing payment amounts owed to Wolfersberger, LLC for 2024 management fees (\$73,031.34 by NR1 and \$71,561.93 by NR2). The District made such payments (totaling \$144,593.27) on January 28, 2025 (three business days after receiving the NR1 and NR2 boards' resolutions). Although NR1 and NR2 have alleged publicly that the District has refused to pay the fees of counsel for NR1 and NR2, such counsel has apparently not submitted his invoices to his own clients. Such invoices of counsel for NR1 and NR2 thus have not been reviewed or approved by the NR1 and NR2 boards, nor been submitted to the District for payment. NR3 has been added to the lawsuit but the District has not asked the District Court to include NR3 within the Receivership. Since engagement of Wolfersberger, LLC in May 2023, NR3 has withheld revenue owed to the District to pay for NR3's Administrative Services directly. The District disputes the validity of NR3's actions, which contravene the express provisions of the parties' agreements. Moreover, such unilateral actions make it difficult for the District to budget administrative and operating expenses for the whole community. Each month, the District does not know when, whether or how much of the operating revenues which NR3 receives from the County Treasurer will be paid to the District, especially given that NR3 has provided no information on how it allocates the moneys withheld.

**9. Status of Construction of Public Improvements completed during 2024:**

(a) The District did not enter into any new construction contracts in 2024.

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

Attached as Exhibit G is a list of facilities or improvements constructed, conveyed and/or under warranty period with the City during the calendar year 2024.

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

(a) See Item #6.

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

- (a) The District's current assessed valuation is \$6,990.

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

- (a) The December 31, 2024 audited financial statements will be filed with the City once available.

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

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

**EXHIBIT A**

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

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

This INTERGOVERNMENTAL AGREEMENT (this “**Agreement**”) is made and entered into this 15 day of March, 2024 (the “**Effective Date**”), by and between REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“**RMD**”) and the CITY OF COMMERCE CITY, a home rule municipality of the State of Colorado (the “**City**”) (RMD and the City are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

**RECITALS**

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

**WHEREAS**, the Parties desire to work together to cause the installation and construction of public improvements necessary for making repairs to the curb, gutter and asphalt pavement near 10690 Nucla Street (“**Repair I**”);

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

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

**WHEREAS**, the Project is located within a right-of-way that has been previously deeded or otherwise dedicated to the City and for which the City has responsibility for maintenance and repair;

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

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

**AGREEMENT**

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

1. **Design and Permitting.**

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

- i. Design and utility surveys;
  - ii. Property surveys and base mapping preparation;
  - iii. Roadway design and plans;
  - iv. Demolition and restoration of existing improvements design and plans;  
and
  - v. Cost estimates.
- b. In its contract with a contractor for the Design Work (the “**Design Contractor**”), RMD shall include the following:
  - i. Insurance requirements as are standard to RMD design contracts, and that specifically name the City and its elected and appointed officials, employees, and agents as “additional insured” (with the exception of workers’ compensation and employer’s liability insurance policies, if any);
  - ii. Expressly naming the City as a third-party beneficiary of the contract with respect to Design Work relating to the Property Rights, as defined below, that the City is obligated to acquire pursuant to this Agreement;
  - iii. Provisions for the Design Contractor to indemnify, defend, and hold harmless, the City and its elected and appointed officials, employees, and agents to the same extent as RMD and its directors, officers, agents and employees; and
  - iv. To expressly name the City as a third-party beneficiary of the contract with respect to the insurance, indemnity and defense, warranty, and standard of care provisions.

## 2. Construction Terms.

- a. RMD shall commence construction of the Project upon City approval of the final plans and specifications, issuance of the final permits, and the acquisition of any and all necessary property rights and other property interests required for the construction of each portion of the Project. Such construction shall be completed substantially in accordance with all such City-approved plans and specifications.
- b. The Parties each agree that in connection with real property under their respective control or ownership, if any, they will provide all necessary property rights and other property interests, easements, licenses, and/or rights of ways deemed necessary for construction of the Project, at no cost to the other Party hereto. All requisite property rights and other property interests as are



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

- c. RMD has or will publicly bid the Project in accordance with its standard construction practices and all applicable legal requirements. Upon the Parties’ determination of the lowest most qualified and responsive bidder in accordance with Colorado law, upon reasonable conferral of the Parties, based upon such bid results, RMD shall be authorized to enter into a construction contract with such contractor (the “**Construction Contractor**”), subject to the requirements of this Agreement, and to issue a notice to proceed. All executed construction documents shall be provided to the City for its records.
- d. The Parties agree that the form of the construction contract shall be at RMD's discretion, subject to the City's review upon request, notwithstanding however, that the construction contract shall include the following terms:
  - i. Insurance requirements as are standard to RMD construction projects, and specifically naming the City and its elected and appointed officials, employees, and agents as an “additional insured” (with the exception of workers’ compensation and employer’s liability insurance policies, if any). All references to RMD and its “directors, officers, employees and agents” with respect to any insurance shall also be made applicable to the City and its elected and appointed officials, employees, and agents, respectively. RMD shall require the Construction Contractor to provide copies of any and all certificates of insurance to the City;
  - ii. Terms of payment and surety to include performance bonds and a minimum one-year warranty from final acceptance by the City of all components of the Project;
  - iii. Provision for the Construction Contractor to indemnify, defend, and hold harmless the City and its elected and appointed officials, employees, and agents to the same extent as RMD and its directors, officers, agents and employees; and
  - iv. Expressly naming the City as a third-party beneficiary/obligee of the contract with respect to all provisions relating to the obligation to perform the work, insurance, indemnity and defense, performance and payment bonds, and warranty provisions for any part of the work to be owned by or dedicated to the City.
- e. RMD shall also be authorized to enter into construction management, quality assurance, and geotechnical engineering contracts with qualified contractors (the “**Other Contractors**”), subject to the requirements of this Agreement, and to issue a notice to proceed, if needed. Copies of all executed contracts shall be provided to the City for its records. In all such contracts, RMD shall include the following:

- i. Insurance requirements as are standard to RMD construction projects, specifically naming the City and its elected and appointed officials, employees, and agents as an “additional insured” (with the exception of workers’ compensation and employer’s liability insurance policies, if any). RMD shall require the Other Contractors to provide a certificate or certificates of insurance to the City;
    - ii. Provisions to indemnify, defend, and hold harmless the City and its elected and appointed officials, employees, and agents to the same extent as RMD and its directors, officers, agents and employees; and
    - iii. To expressly name the City as a third-party beneficiary of the contract with respect to the insurance, indemnity and defense, warranty, and standard of care provisions.
  - f. Any property of the City damaged or destroyed by RMD or any of its contractors or subcontractors incident to this Agreement, excluding any property intended to be affected by the work, shall be promptly repaired or replaced by RMD, to the City’s satisfaction, or in lieu of such repair or replacement, RMD shall pay to the City money in an amount sufficient to compensate for the actual damages sustained by the City by reason of damage to or destruction of City property, including all costs associated with the repair or replacement of such property, plus an administrative fee of 10%.
3. Project Cost Allocation.
- a. RMD Cost Allocation.
    - i. RMD will pay for the cost of the asphalt paving improvements to Nucla Street for the Project (“**RMD Contribution**”).
  - b. City Cost Allocation.
    - i. The City will pay for the costs to remove and replace the concrete curb and gutter for the Project (the “**City Contribution**”).
  - c. For change orders exceeding \$5,000, upon reasonable conferral and written approval from the City as to each individual change order, RMD shall have the authority to approve such change orders. The City shall not withhold its written approval hereunder as long as (1) such change order does not exceed a 5% contingency allotted for costs identified in the respective bid schedules; and (2) such change order is consistent with all approved plans and specifications. The Parties agree that for any non-emergency change orders proposed related to the City’s Contribution, exceeding \$5,000, RMD shall present the same to the City for review and consideration. The City shall have five (5) business days to consider non-emergency change orders and if no objection is made within the allotted time period, the same shall be deemed approved without need for written approval. In the event of an emergency change order, the City shall respond

within twenty-four (24) hours of receipt of such change order request, with receipt being defined as the delivery to the City's Representative, as defined below, hereunder at the physical address and/or the e-mail address set forth below. If the City objects to such change order, the Parties shall meet and work in good faith to resolve the issue. An "emergency" shall involve events that impact immediate public safety concerns or other events of an emergent nature, such as water or gas line breaks.

- d. RMD agrees to submit a detailed, itemized monthly statement to the City for review. The statement will show cost information for the Project. The City agrees to reimburse RMD within sixty (60) days of receiving each invoice. The City may object to any errors related to an amount identified in the invoice and the Parties shall reasonably confer in an effort to resolve any such invoice objections. The Parties acknowledge that in order to avoid unnecessary delays and costs for the Project, each Party must make available personnel who are empowered to act and make decisions on behalf of such Party in an expeditious manner. For all matters to be determined by the City pursuant to this Agreement, and for all matters as shall be permissible pursuant to existing City procedures, the City shall designate a representative (the "**City Representative**"), who shall be available for immediate consultation on matters related to change orders, and any other matter to be determined by the City in connection with this Agreement. Unless subsequently notified otherwise, the name and contact information of the City Representative shall be:

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

Address: 7887 E 60th Ave \_\_\_\_\_

Phone Number: 303-227-8791 \_\_\_\_\_

Email: dgibson@c3gov.com \_\_\_\_\_

- e. Certification of the Project and Final Payments.

- i. After initial acceptance of the Project by the City and RMD from the Construction Contractor, RMD will provide written certification to the City ("**Certification**"), which will include an accounting of all costs related to construction of the Project, exclusive of the Design Work. The Certification shall include the final amount of the Parties' respective costs. The City may object to any errors related to amount identified in the Certification within thirty (30) days of the date of the Certification (the "**Reporting Period**"). The City shall reimburse RMD for any underpayment not later than sixty (60) days after the Reporting Period (the "**City Reimbursement Amount**") and if not paid within such time period, interest shall accrue on the City Reimbursement Amount at the rate of six percent (6.0%) per annum until paid in full to RMD. RMD shall return any overpayment to the City not later than sixty

(60) days after the Reporting Period and if not paid within such time period, interest shall accrue at the rate of six percent (6.0%) per annum until paid in full to the City.

- ii. At any time, the City shall have the right to audit RMD's records concerning the design and construction of the Project. The right to request an audit of such records shall be made within three (3) years from the date upon which the Certification is provided and shall be in writing. The audit request shall include a reasonably detailed description of the scope of documents requested for audit by the City.

4. Operation and Maintenance of Project upon Completion.

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

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

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

6. Binding Effect; Assignment.

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

7. Representations and Warranties of RMD.

- a. RMD represents and warrants to the City that:
  - i. RMD is a special district duly organized and validly existing under the laws of the State of Colorado, is authorized to conduct business as it is presently being conducted, is not in violation of its governing documents or the laws of the State of Colorado, has the power and legal right to enter into this Agreement, and has duly authorized the execution, delivery, and performance of this Agreement;
  - ii. The consummation of the transactions contemplated by this Agreement will not violate any provisions of its governing documents or constitute

a default or result in the breach of any term of provision of any contract or agreement to which RMD is a party or by which it is bound; and

- iii. There is no litigation, proceeding, or investigation contesting the authority of RMD or its officers with respect to this Agreement, and RMD is unaware of any such litigation, proceeding, or investigation being threatened.

8. Representations and Warranties of the City.

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

9. Term.

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

10. Notice.

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

To the City:                      City of Commerce City  
   Attn: City Manager

7887 E 60<sup>th</sup> Avenue  
Commerce City, CO 80022

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

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

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

#### 11. General Provisions.

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

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

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



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



ATTEST:

DocuSigned by:

*Dylan Gibson*

798CD14FB5714B1...

Dylan A. Gibson, City Clerk

**CITY OF COMMERCE CITY**

DocuSigned by:

*Jason R. Rogers*

A1672F6B883F4CD...

Jason R. Rogers, City Manager

APPROVED AS TO FORM:

DocuSigned by:

*John-Patrick Sansom*

3FD4285A710044F...

John-Patrick Sansom,  
Assistant City Attorney

**REUNION METROPOLITAN  
DISTRICT**

DocuSigned by:

*Brett Price*

CA13C05C9EF1467...

Brett Price, President

ATTEST:

DocuSigned by:

*Randy Bauer*

FBAC9082A10840B...

Bertrand Bauer, Secretary

**EXHIBIT B**

**IGA with the City of Commerce City for Off-Duty Police Services**



# Procurement and Contract Cover Sheet

For Goods and Services

## PROJECT INFORMATION

Description: Off-Duty Assignment of Police Personnel

Department: Police Department Division: Support Operations

Contract/Project Manager: Charlie Schoepflin Phone: 303 289-3665


## SOLICITATION INFORMATION

Solicitation type:	<b>CONTRACT ONLY - Does not apply.</b>	Date Submitted for Approval:	6/22/2023
<i>Must have City Attorney approval prior to formal solicitation.</i>		Council Approval (+\$250k):	Select Date
		Resolution No.:	Type Number
<b>Attach applicable selection form: Procurement Justification; Collaborative Purchasing Documentation; Quotes Documentation.</b>			
Comments: The contractor was chosen out of five (5) proposals from the Marketing & Recruiting RFP the Police Department put out.			

## CONTRACT/PROCUREMENT APPROVAL (Obtain after selection of vendor using required solicitation method.)

Contractor Name:	Reunion Metro District		Contract Term	Other:
Type of contract:	Other		Renewals:	N/A
Selected by 5% local preference:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A		Termination Date:	7/31/2025
Dollar Amount (All Years): \$ Type Dollar Amount or Rate			Renewal Increase:	Enter, if any.
Vendor verified with State (SOS)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Date:	6/22/2023	Federal funding? If yes, attach EPLS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Verify funding available:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Date:		Grant Funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Funding Source: (include account number, if available)				
Procurement Approval Required: N/A - Contract Only (Signature required prior to contract routing.)			Signature: _____	
Contract Signature Required: Department Director (If contract required.)			Name: Type Name of Procurement Approver	

## Reviewers:

Vendor/Contractor: \_\_\_\_\_ Risk Manager: ☐ N/A \_\_\_\_\_ City Attorney:  6/22/2023 | 1:11 PM  
(By Contract Admin) Initials/Date Initials/Date Initials/Date

## Route contract in the following order for signature (as required):

- ☐ 1. Vendor / Contractor ☐ 3. City Attorney ☐ 5. City Clerk
- ☐ 2. Department ☐ 4. City Manager/City Council ☐ 6. Return to: Type Name

## Additional Notes:

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
COMMERCE CITY AND THE REUNION METROPOLITAN DISTRICT FOR  
OFF-DUTY POLICE SERVICES (2023)**

**THIS INTERGOVERNMENTAL AGREEMENT** (“IGA” or “Agreement”) is made and entered into this 22<sup>nd</sup> day of JUNE 2023 (“Effective Date”) by and between the City of Commerce City, a Colorado Municipal Corporation with a principal place of business at 7887 East 60<sup>th</sup> Avenue, Commerce City, Colorado (“the City” or “Commerce City”), and Reunion Metropolitan District, a special district local government, with a principal place of business at 17910 E. Parkside North, Commerce City, Colorado hereinafter, (“Reunion Metropolitan District”).

**WHEREAS**, pursuant to Colorado Revised Statute §29-1-203, governments may cooperate or contract with one another to provide for any function, service, or facility lawfully authorized to each of the cooperating or contracting units of government; and

**WHEREAS**, Reunion Metropolitan District seeks to hire off-duty police personnel to perform law enforcement services at its special events; and

**WHEREAS**, Commerce City is in a position (subject to staffing levels and Chief of Police discretion) to offer off-duty officers who elect to sign up for work the opportunity to voluntarily work events as requested by Reunion Metropolitan District; and

**WHEREAS**, Commerce City and Reunion Metropolitan District desire to memorialize their agreement with regard to off-duty officers; and

**WHEREAS**, it is in the best interests of the residents of Commerce City and Reunion Metropolitan District to enter into this IGA,

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by and between the parties, the parties agree as follows:

1. Service.

A. Services. Commerce City will permit off-duty CCPD police officers to volunteer to sign up for off-duty work, including a supervisor (i.e. Sergeant) at special events held by Reunion Metropolitan District within the City of Commerce City as described in the Scope of Services, set forth in Exhibit A, which is attached hereto and incorporated by reference herein.

B. Compensation. Compensation for Services shall occur as set forth in the Scope of Services.

C. The location of the services is to be on or within the Reunion Metropolitan

District property.

2. Invoice and Payment. Commerce City will invoice Reunion Metropolitan District monthly. The invoice will itemize the number of hours worked by each Commerce City employee, and the Reunion Metropolitan District agrees to make payment in full to Commerce City within thirty (30) days after receipt of each invoice. In the event an invoice is not paid within thirty (30) days, interest will accrue at the rate of 12% per annum on the unpaid balance.

3. Work Schedules and Recall

A. Recall. Reunion Metropolitan District agrees and acknowledges that any personnel rendering services pursuant to this IGA are subject at any time to emergency recall by the Chief of Police or his or her designee. Such emergency recall shall not constitute a breach of this IGA.

B. Supervision. All off-duty personnel, as employees of Commerce City, shall be subject to all employee policies of the City and shall be under the direct and exclusive supervision of the Chief of Police or their designee. This Agreement does not create any employment relationship between assigned off-duty officers and Reunion Metropolitan District. Reunion Metropolitan District employees shall not direct, supervise or control, nor attempt to direct, supervise, or control off-duty officers provided to Reunion Metropolitan District pursuant to this Agreement. When more than four officers provide services simultaneously, an off-duty sergeant or an off-duty officer acting in a supervisory capacity may be assigned and shall have supervisory control over the law enforcement services. The Chief of Police, in his or her sole discretion or that of his or her designee, may require the assignment of supervisors when fewer than four officers are assigned, depending on the size or nature of the event.

4. Staffing Levels. Commerce City shall have no obligation to perform the Services pursuant to the Agreement and may suspend or modify such Services temporarily or otherwise if, in the reasonable determination of the Commerce City, Chief of Police, or their designee, it is determined that Police Department staffing levels are insufficient to provide adequate levels of service to the City of Commerce City while also providing the Services. Such determination shall be wholly in the discretion of the Chief of Police or their designee and shall take into consideration but not be limited by, *inter alia*, the total number of police officers available to perform duties within the Patrol Division of the Police Department on an individual basis.

5. Term and Termination.

A. Term.

- i. The term of this IGA shall be for two years commencing June 22, 2023, and terminating on July 31, 2025 (“Base Term”), unless previously terminated. The Base Term of this IGA may be extended in writing upon the mutual consent of the City Manager of Commerce City and the District Manager of Reunion Metropolitan (or individual with authority to legally bind Reunion Metropolitan) for subsequent one (1) year terms (“Extension

Term”) but may not exceed a total of three (3) Extension Terms.

B. **Termination.** Consistent with the Notice provision set forth herein, either party may terminate this IGA for any reason by giving written notice of termination, which shall be given at least fourteen (14) calendar days prior to the effective date of the termination, to the other party specifying the effective date of termination. In the event of termination, Reunion Metropolitan District shall be liable for any unpaid services already worked up to and including the effective termination date.

6. **Amendment.** The Parties may amend or modify this IGA only by a written instrument executed by both Parties.

7. **Notice.** Any notice required or permitted by this IGA may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail, it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Reunion Metropolitan District :	Commerce City:
District Manager  17910 Parkside Drive North Commerce City, CO 80022  And a copy to:  Operations and Facility Manager 17910 Parkside Drive North Commerce City, CO 80022	Chief of Police Commerce City Police Department 7887 E. 60th Avenue Commerce City, CO 80022  And a copy to:  City Attorney City Attorney’s Office 7887 E. 60th Avenue Commerce City, CO 80022
Notice of change of address shall be treated as any other notice.	

8. **Entire Agreement.** This IGA contains the entire understanding between the parties as to the subject matter contained herein and supersedes any and all prior agreements, Memorandum of Understanding, arrangements, communications, promises, and representations, whether oral or written.

9. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the parties, and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person on this IGA. It is the express intention of the parties that any entity or person other than Commerce City and Reunion Metropolitan District shall be deemed only an incidental beneficiary under this IGA.

10. **No Multiple Fiscal-Year Obligation.** Nothing herein shall be construed to constitute

an obligation of the City or Reunion Metropolitan District in violation of Article X, Section 20 of the Constitution of the State of Colorado. Therefore, notwithstanding any other provision herein to the contrary, no obligation or debt created hereunder shall be enforceable if the same is in violation of such constitutional provision. Specifically, all obligations of the parties which extend beyond the current fiscal year are subject to appropriation. The failure to appropriate funds shall be a defense to any claim against any non-appropriating party.

11. Primary Liability Insurance Coverage. With regard to any liability resulting from the negligent acts or omissions of Commerce City, its officers, employees, agents, or volunteers while performing the functions described in this IGA, the City's self-insurance program shall be primary. With regard to any liability resulting from the negligent acts or omissions of Reunion Metropolitan District, its officers, employees, agents, and volunteers while performing the functions or furnishing facilities as described in this IGA, the liability insurance policy(s) of the Reunion Metropolitan District shall be primary.

12. Reservation of Governmental Immunity. Nothing herein shall be construed as waiving any rights of either Commerce City or Reunion Metropolitan District under the Colorado Governmental Immunity Act as set forth in C.R.S. § 24-10-101, *et seq.* The parties specifically reserve unto themselves any and all defenses, and rights of notice, provided in such statute.

13. Severability. If any provision of this IGA is determined by a court of competent jurisdiction to be invalid or illegal, such provision shall be re-written to affect the nearest intent of that provision, and the remaining provisions shall remain applicable.

14. Counterparts. This IGA may be executed in counterpart originals, each of which shall be deemed an original and each of which shall be deemed to constitute one and the same IGA. Additionally, a copy of an executed original IGA signed by a Party hereto and transmitted by facsimile or electronic mail shall be deemed an original, and any Party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by facsimile or electronic mail.

15. Authorization. By signature below, the undersigned acknowledges that this IGA has been read, the conditions set forth above and incorporated in Exhibit A agreed upon, and that the undersigned has the authority to enter into this contract on behalf of the party indicated.

**IN WITNESS WHEREOF**, the parties hereto have executed this Intergovernmental Agreement effective the date stated above.

**CITY OF COMMERCE CITY, COLORADO**

DocuSigned by:  
Jason Rogers 6/26/2023 | 10:44 AM MDT  
A1672F8B883F4CD...  
Jason Rogers, City Manager

ATTEST:  
DocuSigned by:

By: Dylan Gibson  
798CD14FB5714B1...  
Dylan A Gibson, City Clerk



APPROVED AS TO FORM:

DocuSigned by:  
By: Ashley Lacher 6/22/2023 | 1:11 PM MDT  
0A0460B150F6437...  
City Attorney

**REUNION METROPOLITAN DISTRICT:**

DocuSigned by:  
By: Bruce Rau  
D630A1B2DEDC468...  
Treasurer  
Title



## EXHIBIT A

### Scope of Services

Off-duty Officer Services. The City shall permit off-duty police and off-duty police administrative personnel to provide law enforcement services to Reunion Metropolitan District upon request and upon approval of the Chief of Police or his or her designee. The City will, upon receipt of a timely request, make its best efforts to post notice of the Reunion Metropolitan District's police needs in the City's Police Department to provide an opportunity for officers and employees to volunteer for such duties. The City shall have no obligation to provide law enforcement services to Reunion Metropolitan District. Upon approval, and in the event a sufficient number of officers volunteer for such duties, the City will provide the personnel as requested.

Off-Duty Commerce City Police Officers may perform the following functions and duties ("Services"):

- a. Respond to and address violations of the law that occur on or around Reunion Metropolitan District facilities,
- b. Investigate, document, and report violations of the law and incidents that occur related to Reunion Metropolitan District facilities,
- c. Plan and develop traffic safety plans as needed for special events in accordance with Traffic Safety Standards,
- d. Provide crowd control to ensure a safe environment,
- e. Provide minimally restrictive traffic control on surrounding roadways to facilitate safe and efficient traffic egress from Reunion Metropolitan facilities.

Off-duty officers and police supervisors shall be authorized to enforce the law to the full extent of their lawful authority. Nothing herein shall be construed as authorizing, permitting, allowing, or requesting off-duty officers to enforce Reunion Metropolitan District rules, regulations, and procedures. Off-duty officers are not authorized to enforce the rules of Reunion Metropolitan District management or personnel.

### Compensation.

- a. Rates of Compensation. The regular hourly off-duty rates for Police Officers and Sergeants are as set forth below. The off-duty rates shall be based on the current off-duty contract.
 

• Police Officer	\$60
• Police Sergeant	\$76
• Police Commander	\$89
- b. Holiday Rates. Commerce City currently recognizes the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. The hourly compensation for police

and administrative personnel providing services on holidays shall be the hourly rate above plus \$10.00 per hour (Holiday Rate). When any off-duty police or off-duty police administrative personnel are scheduled to start or finish his or her shift on a designated holiday, the Reunion Metropolitan District shall pay the holiday rate for the entire shift.

Cancellation. Minimum Charge and Cancellation Charge. Reunion Metropolitan District agrees to pay a three-hour minimum charge per officer for each request, regardless of the number of hours requested. Reunion Metropolitan District agrees to pay a two-hour minimum charge per officer for each request in the event the Reunion Metropolitan District cancels or changes the request without providing 24-hour notice of such change or cancellation.

Administrative Fee. Reunion Metropolitan District shall pay an administrative fee in the amount of five percent (5%) of the costs of services rendered by police personnel. All personnel the city provides to the Reunion Metropolitan District shall be covered by the City's Workers' Compensation plan.

Supervising Officer Requirement. When more than four officers provide services at the same time, an off-duty sergeant or an off-duty officer acting in a supervisory capacity may be assigned and shall have supervisory control over the law enforcement services. The Chief of Police, in his or her sole discretion or that of his or her designee, may require the assignment of supervisors when fewer than four officers are assigned, depending on the size or nature of the event.

Police Vehicles. If the services to be provided include traffic control, a marked police vehicle with emergency equipment shall be stationed with each officer at each traffic point controlled by police personnel providing services under this Contract. The Reunion Metropolitan District shall pay the city \$5.00 per hour (or any portion of an hour) and per vehicle for the time a vehicle is required to be stationed at such a traffic control point.

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF DOCUMENT FILED**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the  
Statement of Trademark Registration

with Document # 20218033738 of  
REUNION METRO DISTRICT

(Entity ID # 20218033738 )

currently registered by Clayton Properties Group II, Inc.  
consisting of 5 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/21/2023 that have been posted, and by documents delivered to this office electronically through 06/22/2023 @12:53:23 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/22/2023 @12:53:23 in accordance with applicable law. This certificate is assigned Confirmation Number 15088468



\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

**EXHIBIT C**

**Rules and Regulations**

## RULES AND REGULATIONS

ADOPTED MARCH 3, 2005  
MODIFIED January \_26\_, 2015

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

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

REUNION and NORTH RANGE METROPOLITAN DISTRICTS  
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ARTICLE I  
DEFINITIONS

**Section 1.1 Definitions**

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

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

**Board:** The Board of Directors of Reunion Metropolitan Districts.

**Commerce City:** City of Commerce City.

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

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

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

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

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

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

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

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

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

**Inspector:** The authorized representative of The District.

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

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

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

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

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

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

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

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

**Reunion:** Reunion Metropolitan District.

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

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

**SACWSD:** South Adams County Water and Sanitation District.

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

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

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

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

## ARTICLE II GENERAL

### **Section 2.1    Enactment**

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

### **Section 2.2    Intergovernmental Agreements**

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

### **Section 2.3    Intent of Construction**

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

### **Section 2.4    Compliance with Building Requirements**

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

### **Section 2.5    Amendments**

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

## **Section 2.6 Severability**

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

ARTICLE III  
FEES AND CHARGES - GENERAL

**Section 3.1 Establishment of Rates and Charges**

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

**Section 3.2 Perpetual Lien**

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

**Section 3.3 Joint Liability**

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

**Section 3.4 Change of Rates and Charges**

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

**Section 3.5 Systems Development Fees**

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

### **Section 3.6 Special Situations**

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

### **Section 3.7 Billing**

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

### **Section 3.8 Returned Check Fee**

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

ARTICLE IV  
DISTRICT BOUNDARIES, EASEMENTS AND SPECIAL WARRANTY DEEDS

**Section 4.1 Inclusions**

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

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

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

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

**Section 4.2 Easements/Access Permits**

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

### **Section 4.3 District Fence Maintenance and Adjacent Property Owner Responsibilities**



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

#### **Section 4.4 Signage on District property**

4.4.1 Except as otherwise provided for or restricted by these Rules and Regulations, the posting of any sign within the Districts boundaries in Reunion shall be governed as follows:

- City of Commerce City zoning or other regulations restricting the posting of signs on property, to the extent they are in conflict or are more restrictive, shall apply.
- City of Commerce City zoning or other regulations regarding signage including any permitting, fees, licenses or other approvals imposed by the City of Commerce City.

4.4.2 Specific District restrictions are as follows:

- Signs shall not be placed in District landscaping within 300 feet of any of the following intersections without a special use permit from the District or those signs allowed pursuant to the original conveyance documents (signs placed in these areas without such a permit will be removed):
  1. Reunion Parkway north from 104<sup>th</sup> Avenue to Reunion Drive
  2. Reunion Parkway south from 104<sup>th</sup> Avenue to Southlawn Circle
  3. Landmark Drive north from 104<sup>th</sup> Avenue to Reunion Drive
  4. Landmark Drive south from 104<sup>th</sup> Avenue
  5. Southlawn and Chambers
  6. Chambers and Heartland Drive
  7. 104<sup>th</sup> Avenue and Walden Way
- Signs shall not be attached to utility boxes, light poles, traffic signals, trees, or fences on major roadways.
- Signs cannot be staked into the ground in any District park areas or landscaped areas along major roadways in Reunion installed or maintained by the District.

4.4.3 The District may remove or cause to be removed any sign that is in violation of the District Rules and Regulations or any other relevant agreement to which the District is a party or take any other action deemed necessary to abate or remove any violation of this 4.4.

4.4.4 The District will make reasonable efforts to cause the owner of any sign removed pursuant to these Rules and Regulations to be notified of the removal. For signs removed pursuant to City signage regulations, staff will make reasonable efforts to notify the City.

4.4.5 The District will provide for a temporary storage area for up to 72 hours, for all signs removed by District staff pursuant to these Rules and Regulations. Owners of any sign removed by the District and placed in temporary storage may contact the staff at the Reunion Recreation Center to reclaim the signs prior to disposal. The District has no obligation to contact the owners of such signs removed by the District, other than those outlined in Section 4.4.4, prior to disposal.

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

## **Section 4.5 Snow Removal Guidelines**

### **Reunion Metropolitan District Snow Removal Policy**

#### **Who Clears Snow in Reunion?**

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

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

#### **Sidewalk Snow Removal**

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

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

#### **How does the Snow Plowing Service Benefit Our Community?**

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

#### **Service Guidelines**

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

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

**Metro District Service Areas and Priorities**

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

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

ARTICLE V

PARKWAY LANDSCAPING

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ARTICLE VI  
PARKS AND OPEN SPACE

**Section 6.1 Parks and Open Space Rules**

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

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

### **Section 6.2 Land Use Rules – Open Space**

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

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

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

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

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

#### **Section 6.4 Violations of Article VI**

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

#### **Section 6.5 Other Remedies of Reunion**

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



ARTICLE VII  
REUNION RECREATION CENTER AND SWIMMING POOL

**Section 7.1 General Information**

**7.1.1- Membership**

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

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

**7.1.2 Membership Information**

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

**7.1.3 Membership Cards**

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

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

288-5431 for further details.

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

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

#### **7.1.4 "No Card Policy"**

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

#### **7.1.5 Mandatory Recreation Fees**

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

#### **7.1.6 Children at the RRC**

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

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

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

#### **7.1.8 Guests**

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

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

#### **7.1.9 Visitors**

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

#### **7.1.10 Parking**

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

#### **7.1.11 Outside Use**

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

### **Section 7.2 General Operation Rules & Regulations**

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

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

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

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

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

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

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

### **Section 7.3 Rules in Specific Areas**

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

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

#### **7.3.1 Weight Training/Fitness Cardiovascular Areas**

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

### **7.3.2 Gym Area**

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

### **7.3.3 Pool Area**

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

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

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

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

#### **7.3.4 Pool Slide Rules**

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

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

### **Section 7.4 RRC and Pool Operation Calendar**

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

- 7.4.2** Scheduled RRC Closures

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

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

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

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

## **Section 7.5 RRC and Pool Usage Fees**

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

## **Section 7.6 Code of Conduct**

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

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

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



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

## **Section 7.7 Enforcement of Rules**

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

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

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



## ARTICLE VIII ALLEY TRACTS

### **Section 8.1 – General**

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

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

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

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

Maximum SPEED LIMITS in the alleys shall be 15 mph.

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

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

### **Section 8.2 – Illegal Parking**

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

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

### **Section 8.3 – Snow Removal**

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

ARTICLE IX  
FACILITY RENTALS AND SPECIAL EVENTS

**Section 9.1 – General**

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

**Section 9.2 – Permits Required**

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

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

### **Section 9.3 – Reservations and Obtaining the Permit**

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

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

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

### **Section 9.4 – Available Facilities and Times for Rentals**

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

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

#### **Section 9.5 – Reservation Deposits and Permit Fees**

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

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

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

### **Section 9.6 – Alcohol Policy**

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

### **Section 9.7 – Insurance Requirements**

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

### **Section 9.8 – Community Bulletin Board**

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

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

### **Section 9.9 – District Facility Manager Authorization**

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

ARTICLE X

**REUNION METROPOLITAN DISTRICT  
UNDERDRAIN SYSTEM**

**NEW RULES AND REGULATIONS**

JANUARY  
Effective Date \_\_\_\_\_, 2015

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

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

ARTICLE XI  
VIOLATIONS, PENALTIES AND COMPLAINTS

**Section 11.1 Notice of Violations**

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

**Section 11.2 Violations and Penalties V**

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

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

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

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

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

**Section 11.3 Violations and Penalties of Article VI**

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

**Section 11.4 Violations and Penalties of Article VII**

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



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

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

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

#### **Section 11.5 Violations and Penalties of Article VIII**

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

#### **Section 11.6 Violations and Penalties of Article IX**

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

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

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

#### **Section 11.7 Billing-Related Complaints**

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

REUNION RECREATION CENTER AND POOL USAGE FEES  
EXHIBIT A-2

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

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

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

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

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

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

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

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

REUNION METROPOLITAN DISTRICT  
OTHER FEES  
EXHIBIT A-3

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

Facility Rental Fees

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

**After Hours:**

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

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

#### Park Rental Fees

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

#### After Hours:

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

Applicant hereby agrees that Applicant shall be responsible for:

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

#### Inclusions

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

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

#### Underdrain Fees

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

#### Returned Check Fees

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

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

## **EXHIBIT D**

### **Underdrain System Rules and Regulations**

# **REUNION METROPOLITAN DISTRICT UNDERDRAIN SYSTEM**

## **RULES AND REGULATIONS**

Updated May 9, 2023



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## **APPENDIXES**

- A. APPLICATION FORM MINIMUM REQUIREMENTS FOR UNDERDRAIN CONNECTION PERMITS
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G. UNDERDRAIN ACCEPTANCE FORM

**SUMMARY OF REVISIONS (MAY 2023)**

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

**ARTICLE X**  
**CONSTRUCTION AND MAINTENANCE OF PUBLIC UNDERDRAIN SYSTEM**

**SECTION 10.0 - GENERAL**

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

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

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

**10.0.1 Policy:**

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

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

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

### **10.0.2 Definitions:**

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

**Board:** The Board of Directors of Reunion Metropolitan District.

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

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

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

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

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

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

**Developer:** Oakwood Homes.

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 10.1 - CONNECTION TO THE DISTRICT UNDERDRAIN SYSTEM**

### **10.1.1 Master Plan:**

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

### **10.1.2 Applicability of Underdrain Rules and Regulations:**

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

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

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

### **10.1.3 Application for Use of the District Underdrain System:**

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

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

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

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

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

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

#### **10.1.4 Separate Service Lines for All Building Structures:**

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

#### **10.1.5 Underdrain Variances:**

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

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

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

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



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

## **SECTION 10.2 - RESPONSIBILITY FOR SYSTEMS**

### **10.2.1 Costs and Expenses of Construction:**

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

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

## **SECTION 10.3 - DESIGN REVIEW AND APPROVAL PROCESS**

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

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

### **10.3.1 Compliance with District Construction Specifications:**

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

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

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

### **10.3.2 Policy Regarding Submittal Procedures for Builder Underdrain:**

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

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

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

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

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

### **10.3.3 Design Submittal Procedures for Applicants:**

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

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

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

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

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

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

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

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

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

---

*Signature of Reunion Metropolitan District Representative*

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

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

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

Send hard copy to:

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

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

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

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

#### **10.3.4 Changes to Approved Plans:**

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

#### **10.3.5 Start of Construction:**

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

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

#### **10.3.6 Record Documents:**

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

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

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

## **SECTION 10.4 - EASEMENTS**

### **10.4.1 Easements for District Underdrain System:**

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

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

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

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

## **SECTION 10.5 - CONSTRUCTION SPECIFICATIONS FOR DISTRICT UNDERDRAIN SYSTEM**

### **10.5.1 Applicability:**

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

### **10.5.2 Location of Underdrain Within Roadway:**

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

### **10.5.3 Specifications:**

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

### **10.5.4 Cleanouts:**

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

### **10.5.5 Manholes:**

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

#### **10.5.6 Discharge Locations:**

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

#### **10.5.7 Tracer Wire and Warning Tape:**

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

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

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

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

#### **10.5.8 Marker Posts:**

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

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

#### **10.5.9 Builder' Responsibilities:**

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

Every Builder shall:

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



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

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

**10.5.10      Inspections:**

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

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

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

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

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

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

**10.5.11      Acceptance of Completed District Underdrain System Mains and Warranty:**

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

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

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

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

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

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

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

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

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

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

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

(i) A substitute for any as-built drawings, adequate to indicate the location of and all facilities comprising that portion of the Builder Underdrain to be dedicated to the District; and

(ii) Completion, by the District at its own expense, of all tests required by the District in subparagraph **10.5.11(a)(ii)** above; and

(iii) To the extent available, those items required under subparagraphs **10.5.11(a)(iii),(vi),(viii)-(ix)** or a written explanation why such items are not available.

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

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

### **10.6.1 Use of the Underdrain System:**

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

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

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

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

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

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

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

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

#### **10.6.2 Responsibility for Maintenance and Repairs:**

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

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

### **SECTION 10.7 - UNDERDRAIN SERVICE FEES**

#### **10.7.1 Cost of Operation, Maintenance and Capital Replacement:**

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

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

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

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

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

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

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

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

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

### **10.7.3 Other Fees and Charges:**

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

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

### **10.8.1 Unauthorized Underdrain Tap:**

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

### **10.8.2 Notice of Violation:**

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

## **SECTION 10.9 - NOTICES AND SUBMISSIONS**

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

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

With copies to:

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

## **SECTION 10.10 - LIABILITY**

### **10.10.1 District Not Liable:**

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

#### **10.10.2 District Not Responsible for Damages:**

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

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

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

#### **10.10.5 Indemnity:**

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

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



**10.10.6 Non-Waiver:**

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

## **APPENDIX A**

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

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

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

REUNION METROPOLITAN DISTRICT

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

---

THIS APPLICATION IS FOR: ☐ MAIN UNDERDRAIN SYSTEM ☐ VARIANCE

PROPERTY OWNER: \_\_\_\_\_

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

STREET ADDRESS OF PROPERTY: \_\_\_\_\_

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

APPLICANT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

STATE REASON: \_\_\_\_\_

ATTACHED SUPPORTING DOCUMENTATION

☐ YES

☐ NO

PROPERTY OWNER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT**

APPROVED

☐ YES

☒ NO

IF NO, REASON: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPLICATION NO. \_\_\_\_\_

REUNION METROPOLITAN DISTRICT

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SEND APPLICATION TO:

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

**APPENDIX B**

**REUNION UNDERDRAIN SYSTEM DETAILS**

*Enclosed Separately*

## **APPENDIX C**

### **APPLICATION FOR REQUEST FOR VARIANCE**

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

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

---

THIS APPLICATION IS FOR:      ☐ MAIN UNDERDRAIN SYSTEM      ☐ VARIANCE

PROPERTY OWNER: \_\_\_\_\_

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

STREET ADDRESS OF PROPERTY: \_\_\_\_\_

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

APPLICANT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

STATE REASON: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTACHED SUPPORTING DOCUMENTATION      ☐ YES      ☐ NO

PROPERTY OWNER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT**

APPROVED ☐ YES ☒ NO

IF NO, REASON: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPLICATION NO. \_\_\_\_\_

REUNION METROPOLITAN DISTRICT

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SEND APPLICATION TO:

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



## **APPENDIX D**

### **PROCEDURAL SUMMARY FOR MAIN TRUNK UNDERDRAIN CONTRACTOR**

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

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

#### **2. Material Submittals 10.5.10(b)**

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

#### **3. Inspections (10.5.10)**

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

#### **4. Initial Acceptance**

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

#### **5. Final Acceptance**

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

### **DISTRICT UNDERDRAIN CONTACTS**

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

ATTN: J. Tim Graf  
[tgraf@jrengineering.com](mailto:tgraf@jrengineering.com)  
303-267-6184

ATTN: Reed Tanasovich  
[rtanasovich@jrengineering.com](mailto:rtanasovich@jrengineering.com)  
303-267-6258

## **APPENDIX E**

### **PROCEDURAL SUMMARY FOR LOT OWNER/HOMEBUILDER/DEVELOPER**

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

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

#### **2. Connection to the service stub**

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

#### **3. Video inspection of each service lateral**

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

### **DISTRICT UNDERDRAIN CONTACTS**

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

ATTN: J. Tim Graf  
[tgraf@jrengineering.com](mailto:tgraf@jrengineering.com)  
303-267-6184

ATTN: Reed Tanasovich  
[rtanasovich@jrengineering.com](mailto:rtanasovich@jrengineering.com)  
303-267-6258

**APPENDIX F**

**LOT SERVICE UNDERDRAIN CONNECTION LOG**

FOR LOT UNDERDRAIN SYSTEM CONNECTING TO DISTRICT UNDERDRAIN SYSTEM

REUNION METROPOLITAN DISTRICT  
REUNION

- ✓ WHITE PERFORATED PVC UNDERDRAIN SERVICE PIPE (THE LOT UNDERDRAIN) WAS CONNECTED TO THE SOLID WALL PVC UNDERDRAIN SERVICE PIPE.
- ✓ WHITE PERFORATED PVC UNDERDRAIN SERVICE PIPE WAS WRAPPED IN GEOTEXTILE FABRIC.
- ✓ WASHED ROCK (ASTM C33, NO. 57 OR 67) WAS USED FOR BOTH THE UNDERDRAIN BEDDING AND THE UNDERDRAIN FILL MATERIAL FOR THE PERFORATED UNDERDRAIN SERVICE PIPE.

[illegible]

**APPENDIX G**

**UNDERDRAIN ACCEPTANCE FORM**

REUNION METROPOLITAN DISTRICT  
**UNDERDRAIN ACCEPTANCE FORM**  
FOR DISTRICT UNDERDRAIN SYSTEM

PROPERTY OWNER: \_\_\_\_\_

LEGAL ADDRESS OF PROPERTY: FILING NO. \_\_\_\_\_, LOT NO. \_\_\_\_\_, BLOCK NO. \_\_\_\_\_,

(g) SUBDIVISION

\_\_\_\_\_

STREET ADDRESS OF PROPERTY: \_\_\_\_\_

\_\_\_\_\_

TOTAL LINEAR FOOTAGE UNDERDRAIN INSTALLED: \_\_\_\_\_

TOTAL COST OF CONSTRUCTION OF UNDERDRAIN SYSTEM: \_\_\_\_\_

AS BUILT DRAWINGS SUBMITTED TO DISTRICT

\_\_\_\_\_  
Date

TELEVISION INSPECTION VIDEO SUBMITTED TO DISTRICT

\_\_\_\_\_  
Date

**TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT**

START OF WARRANTY PERIOD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Termination (Subject to Final Acceptance)

ACCEPTANCE BY DISTRICT

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT E**  
**Pool Rules and Regulations**



### **Pool Rules and Regulations**

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



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

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

## **EXHIBIT F**

### **2025 Budget**

**REUNION METROPOLITAN DISTRICT**  
**ANNUAL BUDGET**  
**FOR THE YEAR ENDING DECEMBER 31, 2025**

**REUNION METROPOLITAN DISTRICT  
SUMMARY  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

9/27/2024

	ACTUAL 2023	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 16,660,835	\$ 15,495,498	\$ 12,783,803
REVENUES			
Intergovernmental revenues	6,430,312	8,714,084	8,678,126
Operations and maintenance fees	818,345	640,810	722,549
Interest income	846,515	797,000	461,500
System development fees	774,375	463,750	437,500
Developer advance	1,970,115	16,523	-
Recreation center revenues, net	1,366,044	1,446,990	1,584,478
Covenant enforcement revenues, net	156,872	404,714	254,540
Miscellaneous income	86,783	88,323	15,000
Enterprise revenues	1,975,692	731,990	2,455,935
Total revenues	14,425,053	13,304,184	14,609,628
TRANSFERS IN	-	-	-
Total funds available	31,085,888	28,799,682	27,393,431
EXPENDITURES			
General government			
General & administration	979,205	964,722	1,002,220
Intergovernmental	48,061	846,424	830,100
Operations			
District property management	3,215,292	3,684,950	4,261,496
Recreation center operations	2,014,834	1,748,677	1,784,762
Covenant enforcement	401,964	403,922	430,553
Debt Service	2,510,780	4,019,660	4,004,420
Capital Projects	3,894,611	1,759,947	350,000
Enterprise	2,525,643	2,587,577	2,666,169
Total expenditures	15,590,390	16,015,879	15,329,720
TRANSFERS OUT	-	-	-
Total expenditures and transfers out requiring appropriation	15,590,390	16,015,879	15,329,720
ENDING FUND BALANCES	\$ 15,495,498	\$ 12,783,803	\$ 12,063,711
STERLING DUET RESERVE	\$ 135,789	\$ 181,589	\$ 220,469
REUNION RIDGE F1 RESERVE	46,392	71,532	71,872
REUNION RIDGE F1 2A RESERVE	-	13,648	7,898
CARRIAGE HOME RESERVE	59,708	85,692	122,512
2021 RESERVE FUND	3,341,906	3,341,906	3,341,906
2021 SURPLUS FUND	1,610,047	9,460	5,226
TOTAL RESERVES	\$ 5,193,842	\$ 3,703,827	\$ 3,769,883

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
PROPERTY TAX SUMMARY INFORMATION  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

	9/27/2024		
	ACTUAL 2023	ESTIMATED 2024	BUDGET 2025
ASSESSED VALUATION			
Adams County			
State assessed	\$ 330	\$ 70	\$ 280
Agricultural	20	20	20
Personal property	7,680	2,700	6,690
Certified Assessed Value	<u>\$ 8,030</u>	<u>\$ 2,790</u>	<u>\$ 6,990</u>
MILL LEVY			
General	0.000	0.000	0.000
Total mill levy	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>
PROPERTY TAXES			
General	\$ -	\$ -	\$ -
Levied property taxes	-	-	-
Budgeted property taxes	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
BUDGETED PROPERTY TAXES			
General	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
GENERAL FUND SUMMARY  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

9/27/2024

	ACTUAL 2023	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 778,176	\$ 1,301,668	\$ 1,287,097
REVENUES			
MLEPA Payment - NR1MD	1,886,280	2,342,206	2,186,299
MLEPA Payment - NR2MD	1,265,042	1,372,468	1,379,125
MLEPA Payment - NR3MD	715,947	1,048,727	1,102,029
MLEPA Payment - NR4MD	1,720	2,314	1,967
Alleyway costs reimbursement (NRMD1 sub-district)	2,075	5,000	16,250
District operating fees (\$3/month)	355,815	139,598	151,524
Carriage home fees (NRMD1)	37,440	37,440	37,440
Carriage home fees (NRMD2)	192,595	194,900	195,780
Carriage home fees (NRMD3)	64,805	82,144	93,600
Sterling duet fees (F36)	113,138	113,880	113,880
Porchlight fees (RRF1)	54,552	59,200	60,840
American Dream fees (RRF1 2A)	-	13,648	29,250
On2 fees (RRF1 4A)	-	-	40,235
Interest income	70,084	70,000	25,000
Miscellaneous income	6,557	-	10,000
Total revenues	4,766,050	5,481,525	5,443,219
Total funds available	5,544,226	6,783,193	6,730,316
EXPENDITURES (see detail)			
General government			
General & administration	979,205	964,722	1,002,220
Intergovernmental	48,061	846,424	830,100
Operations			
District property management	3,215,292	3,684,950	4,261,496
Total expenditures	4,242,558	5,496,096	6,093,816
Total expenditures and transfers out requiring appropriation	4,242,558	5,496,096	6,093,816
ENDING FUND BALANCES	\$ 1,301,668	\$ 1,287,097	\$ 636,500
CARRIAGE HOME RESERVE	\$ 59,708	\$ 85,692	\$ 122,512
STERLING DUET RESERVE	135,789	181,589	220,469
PORCHLIGHT RESERVE	46,392	71,532	71,872
AMERICAN DREAM RESERVE	-	13,648	7,898
ON2 RESERVE	-	-	5,235
AVAILABLE FOR OPERATIONS	1,059,779	934,636	208,514
TOTAL RESERVE	\$ 1,301,668	\$ 1,287,097	\$ 636,500

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
GENERAL FUND  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

9/27/2024

Account	ACTUAL 2023	ESTIMATED 2024	BUDGET 2025
<b>GENERAL &amp; ADMINISTRATION</b>			
MISCELLANEOUS OUTSIDE SERVICES	\$ -	\$ -	\$ 1,500
PRINT AND COPY	3,550	3,600	3,800
MISCELLANEOUS EXPENSE	2,699	-	2,000
COMPUTER SUPPLIES AND EQUIPMENT	2,058	-	2,000
WEBSITE	-	9,220	6,720
IT MANAGEMENT SERVICES	6,487	3,750	7,500
ELECTIONS	7,583	-	10,000
MEMBERSHIP / PROFESSIONAL ASSOCIATIONS	1,237	1,238	1,500
LEGAL SERVICES	147,367	200,000	200,000
LEGAL - LITIGATION	588,860	500,000	500,000
OFFICE SUPPLIES	-	-	750
ACCOUNTING	98,254	80,000	82,400
AUDIT	11,000	11,750	12,300
DISTRICT MANAGEMENT	77,137	95,000	99,750
INSURANCE	26,783	59,164	62,000
EMPLOYEE RELATIONS	6,190	1,000	10,000
RECEIVERSHIP FEES	-	-	-
<b>Total general and administration</b>	<b>\$ 979,205</b>	<b>\$ 964,722</b>	<b>\$ 1,002,220</b>

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
GENERAL FUND  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

9/27/2024

Account	ACTUAL 2023	ESTIMATED 2024	BUDGET 2025
<b>INTERGOVERNMENTAL</b>			
<b>NRMD NO. 1 DIRECT COSTS</b>			
Audit	\$ 7,150	\$ 7,200	\$ 8,500
Administrative Costs	-	500	1,000
Accounting and District Management	-	71,000	71,000
Board Training and Conferences	-	3,000	-
Elections	-	-	18,000
Miscellaneous	-	30,900	1,350
Legal Services	-	35,000	35,000
Legal - Litigation	-	130,000	130,000
Director Fees	-	3,500	3,500
Insurance	-	3,817	3,950
Contingency	-	3,000	-
Total NRMD No. 1	7,150	287,917	272,300
<b>NRMD NO. 2 DIRECT COSTS</b>			
Audit	4,150	7,200	\$ 8,500
Administrative Costs	-	3,000	1,000
Accounting and District Management	-	71,000	71,000
Board Training and Conferences	-	3,000	-
Elections	-	-	18,000
Miscellaneous	-	19,000	1,350
Legal Services	-	35,000	35,000
Legal - Litigation	-	130,000	130,000
Director Fees	-	4,000	3,500
Insurance	-	6,298	6,450
Contingency	-	3,000	-
Total NRMD No. 2	4,150	281,498	274,800
<b>NRMD NO. 3 DIRECT COSTS</b>			
Audit	5,300	7,200	8,500
Administrative Costs	779	1,000	1,000
Accounting and District Management	-	71,000	71,000
Board Training and Conferences	-	3,000	-
Elections	15,138	-	18,000
Miscellaneous	31	13,700	1,350
Legal Services	6,731	35,000	35,000
Legal - Litigation	-	130,000	130,000
Director Fees	-	3,000	3,500
Insurance	2,387	2,700	3,950
Contingency	-	3,000	-
Total NRMD No. 3	30,366	269,600	272,300
<b>NRMD NO. 4 DIRECT COSTS</b>			
Election Expense	1,131	-	2,000
Dues and Membership	228	225	300
Legal Services	2,649	4,000	5,000
Insurance	2,387	3,184	3,400
Miscellaneous	-	-	-
Total NRMD No. 4	6,395	7,409	10,700
<b>Total North Range Districts Nos. 1-4</b>	<b>\$ 48,061</b>	<b>\$ 846,424</b>	<b>\$ 830,100</b>

No assurance provided. See summary of significant assumptions.



**REUNION METROPOLITAN DISTRICT  
GENERAL FUND  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

9/27/2024

Account		ACTUAL 2023	ESTIMATED 2024	BUDGET 2025
<b>DISTRICT PROPERTY MAINTENANCE</b>				
<b>OPERATIONS MANAGEMENT</b>				
5000	Wages	\$ 430,788	\$ 520,000	\$ 601,000
5010	Payroll expense	96,489	130,000	150,250
5020	FICA Expense	34,487	39,780	45,977
5030	Unemployment expenses	1,241	2,600	3,005
5040	Employer match deferred comp	7,623	13,000	15,025
5060	Training	4,204	5,000	6,500
5070	Uniforms	5,513	3,000	5,000
5080	Operating supplies	1,623	12,000	17,000
5100	Communication	1,800	1,800	1,800
5120	Miscellaneous outside services	14,684	15,000	20,000
5430	Lighting	13,324	7,000	21,000
Total operations management		611,776	749,180	886,557
<b>IRRIGATION</b>				
5080	Operating Supplies	37,281	45,000	60,000
5090	Gas and fuel	13,579	13,500	14,350
5100	Communication	470	1,500	1,500
5110	Repair services	49,664	37,500	101,305
5150	Electricity	29,379	30,000	31,500
5160	Water and sewer	564,975	855,000	960,000
Total irrigation operations		695,348	982,500	1,168,655
<b>LANDSCAPE MAINTENANCE</b>				
5080	Operating supplies	14,578	11,000	12,600
5090	Gas and fuel	20	25,000	25,000
5120	Miscellaneous outside services	73,045	73,500	80,000
5140	Contract maintenance	580,225	575,000	675,000
5200	Fertilizer	30,606	65,000	77,200
5211	Equipment rental	36,563	25,000	25,000
5460	Tree Care / maintenance	129,300	130,000	130,000
5465	Sub-district maintenance - Carriage Homes	95,081	108,500	110,000
	Sub-district snow removal - Carriage Homes	163,330	180,000	180,000
5222	Porchlight maintenance	31,104	22,560	40,500
	Porchlight snow removal	-	11,500	20,000
5223	American Dream maintenance	-	-	15,000
	American Dream snow removal	-	-	20,000
5221	Sterling Duet maintenance	41,041	40,080	45,000
	Sterling Duet snow removal	-	28,000	30,000
	On2 maintenance	-	-	15,000
	On2 snow	-	-	20,000
5632	Mulch maintenance program	93,000	96,000	100,800
5630	Landscape enhancements	-	150,000	-
Total landscape maintenance		1,287,893	1,541,140	1,621,100
<b>MISCELLANEOUS</b>				
5220	Snow removal	-	6,300	6,300
5225	Snow removal - alley	149	5,000	5,250
	Repairs and maintenance - alley	-	-	11,000
5235	Rodent control	5,062	4,800	5,000
5385	Maintenance - Drainage, Channels, Ponds, Pipes	11,144	6,000	7,000
5355	Waste water maintenance	540	600	1,000
5356	Reserve study	-	-	5,000
5395	Snow removal - equipment rental	2,000	3,500	7,000
5645	Fence repair	1,305	5,000	7,000
5211	Equipment purchase/projects/lease	12,535	39,000	35,000
5212	Equipment repairs	-	7,000	15,000
5633	Stormwater facilities maintenance	248,968	239,580	315,634
5631	Underdrain maintenance	330,795	87,550	150,000
Total miscellaneous		612,498	404,330	570,184
<b>PLAYGROUND/PARK PAVILION</b>				
5180	Playground supplies	7,777	7,800	15,000
Total Playground Operations		7,777	7,800	15,000
<b>Total District Property Management</b>		<b>\$ 3,215,292</b>	<b>\$ 3,684,950</b>	<b>\$ 4,261,496</b>

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
SPECIAL REVENUE FUND- RECREATION SUMMARY  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

	9/27/2024		
	ACTUAL 2023	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 1,067,241	\$ 519,347	\$ 320,983
REVENUES			
Recreation fees	1,267,428	1,349,190	1,439,478
(Allowance for fees not collected)	-	-	(5,000)
Recreation fees, other	16,266	17,800	20,000
Program fees	82,350	80,000	130,000
Interest income	32,433	15,000	10,500
Miscellaneous income	68,463	88,323	5,000
Total revenues	1,466,940	1,550,313	1,599,978
Total funds available	2,534,181	2,069,660	1,920,961
EXPENDITURES (see detail)			
Recreation Center operations	1,164,441	1,134,061	1,048,125
Pool operations	336,324	428,156	534,606
Recreation programs	163,135	130,200	141,981
Concession building	8,827	10,960	32,550
Reunion coffee house	25,293	45,300	27,500
Recreation amenities	316,814	-	-
Total expenditures	2,014,834	1,748,677	1,784,762
Total expenditures and transfers out requiring appropriation	2,014,834	1,748,677	1,784,762
ENDING FUND BALANCES	519,347	320,983	136,199
LESS: REPLACEMENT RESERVE - FFE	(25,000)	(25,000)	(25,000)
LESS: REPLACEMENT RESERVE - MECHANICAL	(25,000)	(25,000)	(25,000)
LESS: RECEIVABLES - NONSPENDABLE	(43,909)	(45,000)	(45,000)
NET FUND BALANCE	\$ 425,438	\$ 225,983	\$ 41,199

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
SPECIAL REVENUE FUND - RECREATION  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

9/27/2024

Account	ACTUAL 2023	ESTIMATED 2024	BUDGET 2025
<b>RECREATION CENTER OPERATIONS</b>			
Training	\$ 80	\$ -	\$ -
Uniforms	147	-	-
Operating supplies	50,293	20,000	25,000
Communication	-	-	-
Repair services	3,176	17,000	17,850
Miscellaneous outside services	18,984	25,000	26,250
Contract maintenance	489,879	531,300	547,254
Electricity	24,237	25,000	26,250
Water and Sewer	9,391	6,000	6,300
Phone charges	1,173	3,000	3,150
Janitorial services	19,455	21,000	22,050
Natural gas	15,378	20,000	21,000
Print and copy	-	1,200	4,500
Miscellaneous expense	1,443	3,000	3,150
Computer supplies and equipment	2,888	5,000	5,250
Postage	13	-	-
Membership	50	75	100
Office supplies	-	250	210
Accounting	35,443	73,800	76,000
Lighting	-	3,500	3,675
District Management	77,136	95,500	98,365
Community Events	26,308	30,900	30,900
Insurance	38,152	59,164	62,000
Bad debt expense	1,124	135	500
Replacement program	243,826	30,000	-
Reserve study	-	-	5,000
Major repair	35,943	126,769	15,000
Fitness Equipment	36,871	-	10,000
Cable and satellite	2,415	2,200	2,300
Internet Charges	13,062	13,068	13,721
Pest control	2,700	3,000	3,150
Waste removal	9,460	12,600	13,200
Website management	5,414	5,600	6,000
<b>Total Recreation Center Operations</b>	<b>\$ 1,164,441</b>	<b>\$ 1,134,061</b>	<b>\$ 1,048,125</b>

**REUNION PARK BLDG**

Operating supplies	\$ -	\$ -	\$ 500
Repair services	-	-	15,000
Miscellaneous outside services	-	-	-
Electricity	1,674	2,000	2,800
Water and Sewer	6,298	8,000	8,000
Natural gas	-	-	5,000
Pest control	855	960	1,250
<b>Total Reunion Park Concession Building</b>	<b>\$ 8,827</b>	<b>\$ 10,960</b>	<b>\$ 32,550</b>

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
SPECIAL REVENUE FUND - RECREATION  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

9/27/2024

Account		ACTUAL 2023	ESTIMATED 2024	BUDGET 2025
<b>POOL OPERATIONS - REUNION PARK</b>				
5080	Operating supplies	\$ 16,808	\$ 5,000	\$ 5,250
5110	Repair services	3,760	10,000	10,500
5140	Contract maintenance	141,290	165,114	170,067
5150	Electricity	7,474	9,000	10,500
5160	Water and sewer	3,263	4,000	4,200
5590	Chemicals	13,563	8,000	12,600
5670	Replacement Program	-	40,000	47,100
5710	Major Repair	-	-	30,000
<b>Total pool operations</b>		<b>\$ 186,158</b>	<b>\$ 241,114</b>	<b>\$ 290,217</b>
<b>POOL OPERATIONS - SOUTHLAWN</b>				
5080	Operating supplies	\$ 10,663	\$ 5,000	\$ 5,250
5110	Repair services	153	10,000	5,250
5140	Contract maintenance	126,347	139,042	143,213
5150	Electricity	3,149	3,000	4,725
5160	Water and sewer	2,556	6,500	4,200
5240	Natural gas	3,493	5,000	5,250
5590	Chemicals	3,805	8,500	6,500
5730	Equipment purchase	-	10,000	10,000
	Major repairs	-	-	60,000
<b>Total pool operations</b>		<b>\$ 150,166</b>	<b>\$ 187,042</b>	<b>\$ 244,388</b>
<b>RECREATION PROGRAMS</b>				
5080	Operating supplies	\$ 2,801	\$ -	\$ 1,000
5140	Contract maintenance	122,042	130,200	134,106
5300	Miscellaneous expense	3,558	-	-
	Landscape maintenance (Sports Fields)	-	-	6,875
5560	Adult program - contract	3,614	-	-
6110	Youth program - contract	31,120	-	-
<b>Total recreation programs</b>		<b>\$ 163,135</b>	<b>\$ 130,200</b>	<b>\$ 141,981</b>
<b>COFFEE HOUSE</b>				
5080	Operating supplies	\$ -	\$ -	\$ 500
5140	Contract maintenance	4,114	1,000	2,500
5150	Electricity	8,586	8,000	10,000
5240	Natural gas	240	-	1,500
5300	Miscellaneous expense	-	-	-
5110	Repair services	1,678	30,000	10,000
5670	Replacement program	8,875	4,500	-
5211	Equipment rental	-	-	1,000
5760	Pest control	1,800	1,800	2,000
<b>Total coffee house</b>		<b>\$ 25,293</b>	<b>\$ 45,300</b>	<b>\$ 27,500</b>

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
SPECIAL REVENUE FUND - COVENANT ENFORCEMENT SUMMARY  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

	9/27/2024		
	ACTUAL 2023	ESTIMATED 2024	BUDGET 2025
FUND BALANCE - BEGINNING	\$ 495,867	\$ 266,634	\$ 277,426
REVENUES			
Assessment	-	236,700	252,540
AR processing fee	73,553	66,000	5,000
Other fees	-	-	2,000
Violations, penalties, other	64,289	60,000	5,000
(Allowance for fees not collected)	-	-	(15,000)
Legal fees reimbursement	19,030	42,014	5,000
Interest income	15,859	10,000	5,000
Total revenues	172,731	414,714	259,540
Total funds available	668,598	681,348	536,966
EXPENDITURES (see detail)			
Covenant enforcement	401,964	403,922	430,553
Total expenditures	401,964	403,922	430,553
Total expenditures and transfers out requiring appropriation	401,964	403,922	430,553
FUND BALANCE - ENDING	266,634	277,426	106,413
LESS: RECEIVABLES - NONSPENDABLE	(54,655)	(50,000)	(50,000)
SPENDABLE FUND BALANCE	\$ 211,979	\$ 227,426	\$ 56,413

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
SPECIAL REVENUE FUND - COVENANT ENFORCEMENT  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

9/27/2024

Account		ACTUAL		ESTIMATED		BUDGET	
		2023		2024		2025	
COVENANT ENFORCEMENT							
5300	Miscellaneous	\$	28,335	\$	30,000	\$	30,000
5360	Legal services		74,512		80,000		80,000
5400	Accounting		25,337		16,416		16,908
5440	Community events		26,091		30,900		35,000
5450	District management		16,689		21,208		21,844
5470	Insurance		19,083		13,148		13,800
5500	Management contract		161,895		175,000		185,000
5510	AR processing fee		48,985		36,000		36,000
5515	Bad debt expense		317		500		500
5780	Website management		720		750		1,500
	Contingency		-		-		10,000
Total Covenant Enforcement		\$	401,964	\$	403,922	\$	430,553

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
DEBT SERVICE FUND  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

	9/27/2024		
	ACTUAL 2023	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 25,709	\$ 115,430	\$ 53,709
REVENUES			
Interest income	43,406	17,000	15,000
MLEPA payment from NR1MD	2,557,095	3,940,939	3,990,247
Total revenues	2,600,501	3,957,939	4,005,247
Total funds available	2,626,210	4,073,369	4,058,956
EXPENDITURES			
Bond principal	1,753,000	3,332,000	3,450,000
Bond interest	754,280	684,160	550,920
Paying agent/ Trustee fees	3,500	3,500	3,500
Total expenditures	2,510,780	4,019,660	4,004,420
Total expenditures and transfers out requiring appropriation	2,510,780	4,019,660	4,004,420
ENDING FUND BALANCES	\$ 115,430	\$ 53,709	\$ 54,536

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
CAPITAL PROJECTS FUND  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

	9/27/2024		
	ACTUAL 2023	ESTIMATED 2024	BUDGET 2025
FUND BALANCE - BEGINNING	\$ 9,072,517	\$ 8,340,466	\$ 7,493,222
REVENUES			
System Development fees NR3	774,375	463,750	437,500
MLEPA payment from NR4MD	2,153	2,430	2,209
Developer advance	1,970,115	16,523	-
Miscellaneous income	11,763	-	-
Interest income	404,154	430,000	200,000
Total revenues	3,162,560	912,703	639,709
Total funds available	12,235,077	9,253,169	8,132,931
EXPENDITURES			
Intergovernmental - SDFs to NR3	504,450	302,100	285,000
Legal	10,877	5,000	5,000
Accounting	9,691	5,000	5,000
District management	3,836	5,000	5,000
Developer advance repayment	1,033,684	-	-
Capital outlay			
Priority Projects			
Filing 34 Landscape	1,033,684	584,054	-
Filing 36 Landscape	-	337,878	-
Engineering	56,294	18,000	-
Second Creek Crossing - O'Brian Canal/Pond	825	-	-
Reunion Village 7-B & 7-E	1,760	-	-
Reunion Ridge Filing 1	230,400	-	-
Reunion Ridge Filing 1 Landscape	757,526	380,000	-
112th Ave/Parkside/High Plains	-	-	-
Reunion Village 7A	-	915	-
Filing 27 Landscape	107,537	110,000	-
Filing 37 Landscape	36,807	12,000	-
Filing 38 Infrastructure	45,055	-	-
High Plains Pkwy	-	-	-
Filing #2 Infrastructure (Biscay and 100th Ave)	-	-	-
Contingency	-	-	50,000
Fencing	62,185	-	-
Total expenditures	3,894,611	1,759,947	350,000
Total expenditures and transfers out requiring appropriation	3,894,611	1,759,947	350,000
FUND BALANCE - ENDING	\$ 8,340,466	\$ 7,493,222	\$ 7,782,931
NRMD 4 MLEPA RESERVE	\$ 23,772	\$ 26,202	\$ 28,411

No assurance provided. See summary of significant assumptions.



**REUNION METROPOLITAN DISTRICT  
ENTERPRISE FUND  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

	9/27/2024		
	ACTUAL 2023	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 5,221,325	\$ 4,951,953	\$ 3,351,366
REVENUES			
Administrative fee	2,600	2,600	2,600
ERU building credits	1,973,092	360,540	2,453,335
ERU irrigation credits	-	368,850	-
Interest income	280,579	255,000	206,000
Total revenues	2,256,271	986,990	2,661,935
Total funds available	7,477,596	5,938,943	6,013,301
EXPENDITURES			
ERU admin fee	10,506	10,769	11,038
Administrative and filing fees	-	-	10,000
Bond interest - series 2021A	1,580,137	1,546,606	1,509,631
Bond principal - series 2021A	925,000	1,020,000	1,125,000
Trustee fees	10,000	10,202	10,500
Total expenditures	2,525,643	2,587,577	2,666,169
Total expenditures and transfers out requiring appropriation	2,525,643	2,587,577	2,666,169
ENDING FUND BALANCES	\$ 4,951,953	\$ 3,351,366	\$ 3,347,132
RESERVE FUND	\$ 3,341,906	\$ 3,341,906	\$ 3,341,906
SURPLUS FUND	1,610,047	9,460	5,226
TOTAL RESERVE	\$ 4,951,953	\$ 3,351,366	\$ 3,347,132

No assurance provided. See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
2025 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 100 single family lots within the NRMD 3 development in 2025.

**REUNION METROPOLITAN DISTRICT  
2025 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 2025 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.

**Covenant Enforcement Revenue**

The District, by agreement, assumed operational control and responsibility for covenant enforcement within Reunion Metro District. The monthly covenant enforcement fee for 2025 is \$5.00 and the District has provided an allowance for doubtful collections. This fee is imposed to pay for the expenditures associated with covenant enforcement.

**District Operating Fee Revenue**

The District will impose a monthly operating fee of \$3 per month for 2025 to be used for District operations, maintenance, and/or landscape enhancements.

**Carriage Home Fees (NRMD 1-3)**

The District imposes a monthly maintenance fee of \$65 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 (F36)**

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.

**Porchlight Fees (RRF1)**

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.

**American Dream Fees (RRF1 2A)**

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.

**On2 Fees (RRF1 4A)**

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.

**REUNION METROPOLITAN DISTRICT  
2025 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues - (continued)**

**MLEPA Payments from North Range Districts**

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

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

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

**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 \$10,265 and for the RMD/ERU Irrigation Credits are \$7,561 in 2025.

**REUNION METROPOLITAN DISTRICT  
2025 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**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 the pending litigation, budgeted expenditures assumes dispute is not resolved before year end 2025.

**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. The additional \$5,000,000 has been draw and payments started in 2021 after the \$10.2 million in excess revenues was generated.

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.

**REUNION METROPOLITAN DISTRICT  
2025 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures (Continued)**

**Debt and Leases (Continued)**

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

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

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

The District has no operating or capital leases.

**Reserves**

**Emergency Reserve**

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

**Debt Service Reserve**

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

**This information is an integral part of the accompanying budget.**

**REUNION METROPOLITAN DISTRICT**  
**SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**  
**December 31, 2025**

**\$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**

<b>Year</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
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>\$ 41,645,000</u>	<u>\$ 18,511,062</u>	<u>\$ 60,156,062</u>

## **EXHIBIT G**

### **Reunion Metropolitan District Public Improvement Projects**

#### **Reunion Ridge Filing 1**

##### **Construction Summary:**

1. Initial City acceptance for public improvements including streets and drainage was granted on November 3, 2024. Mile-High Flood District Final Acceptance and Certification of Maintenance Eligibility was given to the City on October 7, 2024. Final City acceptance is anticipated in spring 2025.
2. Final South Adams County Water & Sanitation District (“SACWSD”) acceptance for public improvements including potable, non-potable (including transmission line), and sanitary sewer was granted on December 10, 2024.
3. Final acceptance for the underdrain system improvements was granted in December of 2023.

#### **Reunion Ridge Filing 1 Landscape Phase 1 & Ragweed Draw**

##### **Construction Summary:**

1. Final acceptance for public improvements including landscape and irrigation was granted on September 26, 2024.

#### **Reunion Ridge Filing 1 Landscape Phases 2-4**

##### **Construction Summary:**

2. Final acceptance for public improvements including landscape and irrigation was granted on September 26, 2024.



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

#### Construction Summary:

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

### **Infrastructure for Reunion Filing 38**

#### Construction Summary:

6. Initial City acceptance for public improvements including streets and drainage was granted on August 1, 2022. Mile High Flood District granted final acceptance of the Outfall to Second Creek for the Maintenance Eligibility Program to the City on February 5, 2024. There was no approved DA in place for F38 at the time of acceptance, so final acceptance will not be granted by the City. The area may need to be incorporated into the DA's for filing 39 or 40.
7. Initial SACWSD acceptance for public improvements including potable, non-potable, and sanitary sewer was granted on January 2, 2023. Final acceptance is anticipated in Spring of 2025.
8. Final acceptance for the underdrain system improvements was granted in November of 2023.

### **Southlawn Sports Court**

#### Construction Summary:

1. Initial City acceptance for public improvements including sport courts, landscape, and irrigation was granted on October 10, 2023. Final acceptance is anticipated in Spring of 2025.

### **Filing 37 Landscape**

#### Construction Summary:

9. Final acceptance for public improvements including landscape and irrigation was granted on October 5, 2023.

### **Filing 27 Landscape**

Construction Summary:

10. Final acceptance for public improvements including landscape and irrigation for Phase 1 (Tracts B, C, and T) was granted on September 3, 2024. Phase 2 (Tract F) initial acceptance was granted on September 3, 2024. Final acceptance is expected in August 2025.

### **Filing 35 Landscape**

Construction Summary:

11. Final acceptance for public improvements including landscape and irrigation was granted in October of 2023.

### **Filing 36 Landscape**

Construction Summary:

**Final acceptance for public improvements including landscape and irrigation for Phase 1 was granted on September 15, 2023. Final acceptance for Phase 2 was granted in October of 2024.**