

**ANNUAL REPORT FOR THE CALENDAR YEAR 2025**  
**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, 2025.
2. **Intergovernmental Agreements Terminated, Entered Into or Proposed:**
  - (a) The District did not enter into, terminate or propose any Intergovernmental Agreements as of December 31, 2025
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 A;
  - (b) Underdrain System Rules and Regulations dated May 9, 2023, attached hereto as Exhibit B; and
  - (c) YMCA Pool Rules and Regulations (date unknown), attached hereto as Exhibit C.
4. **Changes or Proposed Changes in District's Policies:**
  - (a) There were no material changes to the District's policies in 2025.
5. **Change or Proposed Changes in the District's Operations:**
  - (a) There were no changes proposed or otherwise to the District's operations in 2025.

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 2026 Budget, attached hereto as Exhibit D.

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. 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, and continues to serve in that capacity.

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. On January 4, 2026, the Court issued an Order Denying Plaintiff’s [*sic*] Motion to Dismiss All Claims of Second Amended Complaint against NR3. This was intended to refer to denial of NR3’s Motion to Dismiss the District’s claims against NR3.

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. On January 4, 2026, the Court issued an Order Denying in Part Plaintiff’s Motion to Dismiss Defendants’ Counterclaims pursuant to C.R.C.P. 12(b)(1) and 12(b)(5) (the “**Order re Plaintiff’s Motion to Dismiss**”). The Order re Plaintiff’s Motion to Dismiss granted the District’s motion to dismiss the Original Plaintiffs’ Fourth Counterclaim (for civil theft) but denied the balance of the District’s motion.

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.

On January 20, 2026, the District filed Plaintiff's Motion to Certify Interlocutory Appeal pursuant to C.A.R. 4.2(b), asking the District Court to certify that the MLEPA is a "security" under the Supplemental Public Securities Act (citation above). This is now fully briefed as of March 3, 2026.

January 20, 2026, the District also filed Plaintiff's Reply to First Amended Counterclaims of NRMD1 and NRMD2 in order to respond to all six remaining claims of the Original Defendants following entry of the Order re Plaintiff's Motion to Dismiss.

Also on January 20, 2026, CMH Capital, Inc. and Shea Homes Limited Partnership (together, the "**Bondholders**"), which Bondholders own all of the District's Revenue Bonds, Series 2017 (the "**2017 Bonds**"), filed a Motion to Intervene as Plaintiffs in order to join as parties in the Litigation. The Defendants have filed a Response their Response and the Bondholders' Reply Brief is due to be filed by March 3, 2026.

On March 3, 2026, the District filed its Reply to Counterclaims of NR3. Also on March 3, 2026, the District and NR3 filed a Stipulation Regarding Counterclaims of NR3, pursuant to which the District and NR3 agreed that the briefing on the District's Motion to Dismiss NR1 and NR2's counterclaims would be deemed to apply to NR3's counterclaims, as would the Order re Plaintiff's Motion to Dismiss. This preserved rights and arguments of both parties as to dismissal of NR3's counterclaims that are similar to NR1 and NR2's counterclaims.

On March 10, 2026, the Court will conduct a virtual hearing related to several pending issues, including in particular to conduct a Case Management Conference.

## **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 4% (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. 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). The District received additional invoices for Wolfersberger, LLC on December 19, 2025 and December 5, 2025 for \$78,179.72 and \$78,078.11 for NR1 and NR2, respectively, and paid such amounts on January 8, 2026 and December 11, 2025, respectively. Although NR1 and NR2 alleged publicly for several years that the District refused to pay the fees of counsel for NR1 and NR2, such counsel had not submitted his invoices to his own clients until late 2025. The District received invoices of counsel for NR1 (\$35,337.50) on December 19, 2025 and NR2 (\$28,097.50) on December 5, 2025 and paid such amounts on December 24, 2025 and December 11, 2025, respectively. The parties have been at an impasse on how to make proper payment related to director fees to the board members of NR1 and NR2. A total of \$8,000 and \$7,600 have been submitted on behalf of NR1 and NR2, respectively (including \$4,000 and \$3,000, respectively, for 2023, a year for which the District's Board did not budget director fees). With regards to the \$4,000 and \$4,600 of director fees requested respectively by NR1 and NR2 for 2024 and 2025, the District has asked counsel to NR1 and NR2 for instructions on how to handle income tax withholding for directors but is still awaiting a response. 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 2025:**

- (a) The District did not enter into any new construction contracts in 2025.

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

Attached as Exhibit E is a list of facilities or improvements constructed, conveyed and/or under warranty period with the City during the calendar year 2025.

**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 \$11,690.

**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, 2025 audited financial statements will be filed with the City once available.

**14. Notice of any uncured defaults:** None, although the District notes that the Defendants have filed 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**

**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.

- 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.

**EXHIBIT B**

**Underdrain System Rules and Regulations**

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
Reunion Picnic Area and Deck	\$80/2 hours	\$160/ 2 hours
Reunion Picnic Area, Deck and Concession Stand	\$130/ 2 hours	\$260/ 2 hours

**After Hours:**

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

Applicant hereby agrees that Applicant shall be responsible for:

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

**TABLE OF CONTENTS**

ARTICLE X..... 1

CONSTRUCTION AND MAINTENANCE OF PUBLIC UNDERDRAIN SYSTEM ..... 1

SECTION 10.0 - GENERAL..... 1

    10.0.1 Policy 1

    10.0.2 Definitions: ..... 2

SECTION 10.1 - CONNECTION TO THE DISTRICT UNDERDRAIN SYSTEM ..... 4

    10.1.1 Master Plan ..... 4

    10.1.2 Applicability of Underdrain Rules and Regulations: ..... 4

    10.1.3 Application for Use of the District Underdrain System: ..... 4

    10.1.4 Separate Service Lines for All Building Structures ..... 5

    10.1.5 Underdrain Variances ..... 5

SECTION 10.2 - RESPONSIBILITY FOR SYSTEMS ..... 6

    10.2.1 Costs and Expenses of Construction:..... 6

SECTION 10.3 - DESIGN REVIEW AND APPROVAL PROCESS ..... 6

    10.3.1 Compliance with District Construction Specifications ..... 6

    10.3.2 Policy Regarding Submittal Procedures for Builder Underdrain: ..... 6

    10.3.3 Design Submittal Procedures for Applicants:..... 7

    10.3.4 Changes to Approved Plans ..... 9

    10.3.5 Start of Construction:..... 9

    10.3.6 Record Documents:..... 9

SECTION 10.4 - EASEMENTS..... 10

    10.4.1 Easements for District Underdrain System:..... 10

SECTION 10.5 - CONSTRUCTION SPECIFICATIONS FOR DISTRICT UNDERDRAIN SYSTEM..... 11

    10.5.1 Applicability ..... 11

    10.5.2 Location of Underdrain Within Roadway..... 11

    10.5.3 Specifications ..... 11

    10.5.4 Cleanouts..... 11

    10.5.5 Manholes..... 11

    10.5.6 Discharge Locations..... 12

    10.5.7 Tracer Wire and Warning Tape ..... 12

    10.5.8 Marker Posts ..... 12

    10.5.9 Builder’ Responsibilities..... 13

    10.5.10 Inspections ..... 15

    10.5.11 Acceptance of Completed District Underdrain System Mains and Warranty: ..... 16

SECTION 10.6 - PROVISIONS GOVERNING THE USE AND OPERATION OF THE UNDERDRAIN SYSTEM .....	17
10.6.1 Use of the Underdrain System .....	17
10.6.2 Responsibility for Maintenance and Repairs .....	18
SECTION 10.7 - UNDERDRAIN SERVICE FEES .....	18
10.7.1 Cost of Operation, Maintenance and Capital Replacement .....	18
10.7.2 Annual Assessment .....	18
10.7.3 Other Fees and Charges .....	19
SECTION 10.8 - UNAUTHORIZED CONNECTIONS OR FAILURE TO CONNECT TO AN UNDERDRAIN .....	19
10.8.1 Unauthorized Underdrain Tap .....	19
10.8.2 Notice of Violation .....	19
SECTION 10.9 - NOTICES AND SUBMISSIONS .....	20
SECTION 10.10 - LIABILITY .....	20
10.10.1 District Not Liable .....	20
10.10.2 District Not Responsible for Damages .....	21
10.10.3 Officials Not Liable .....	21
10.10.4 Non-Liability for Work of Others .....	21
10.10.5 Indemnity .....	21
10.10.6 Non-Waiver .....	22
REUNION METROPOLITAN DISTRICT .....	4
UNDERDRAIN ACCEPTANCE FORM .....	4
<u>TO BE COMPLETED BY THE REUNION METROPOLITAN DISTRICT</u> .....	5

## **APPENDIXES**

- A. APPLICATION FORM MINIMUM REQUIREMENTS FOR UNDERDRAIN CONNECTION PERMITS
- B. REUNION UNDERDRAIN SYSTEM DETAILS
- C. APPLICATION FOR REQUEST FOR VARIANCE
- D. PROCEDURAL SUMMARY FOR MAIN TRUNK UNDERDRAIN CONTRACTOR
- E. PROCEDURAL SUMMARY FOR LOT OWNER/HOMEBUILDER/DEVELOPER
- F. LOT SERVICE UNDERDRAIN CONNECTION LOG

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 Truck Underdrain Contractor.

### **10.5.4 Cleanouts:**

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

### **10.5.5 Manholes:**

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

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

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

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

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

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

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

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

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

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

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

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

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

Every Builder shall:

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

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

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

**10.5.10**      **Inspections:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With copies to:

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

## **SECTION 10.10 - LIABILITY**

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

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

**10.10.2 District Not Responsible for Damages:**

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

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

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

**10.10.5 Indemnity:**

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

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

**10.10.6 Non-Waiver:**

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

## **APPENDIX A**

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

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

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

REUNION METROPOLITAN DISTRICT

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

---

THIS APPLICATION IS FOR:     MAIN UNDERDRAIN SYSTEM     VARIANCE

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

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

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

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

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

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

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

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

IF APPLYING FOR VARIANCE, COMPLETE THE FOLLOWING SECTION:

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

ATTACHED SUPPORTING DOCUMENTATION

YES

NO

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

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

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

APPROVED

YES     NO

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

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

REUNION METROPOLITAN DISTRICT

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

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

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

SEND APPLICATION TO:

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



**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 C**

**YMCA 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 D**

**2026 Budget**

**REUNION METROPOLITAN DISTRICT**  
**ANNUAL BUDGET**  
**FOR THE YEAR ENDING DECEMBER 31, 2026**

**REUNION METROPOLITAN DISTRICT  
SUMMARY  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

12/22/2025

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ 15,495,497	\$ 13,830,758	\$ 6,563,224
<b>REVENUES</b>			
Intergovernmental revenues	8,405,477	8,468,076	8,424,580
Operations and maintenance fees	663,339	759,320	1,119,920
Interest income	868,375	459,688	197,500
System development fees	332,500	131,250	218,750
Developer advance	76,188	79,284	-
Recreation center revenues, net	1,449,271	1,546,350	1,745,830
Covenant enforcement revenues, net	455,400	438,000	269,720
Miscellaneous income	88,273	161,500	6,000
Enterprise revenues	1,007,383	2,265,846	2,555,255
Total revenues	<u>13,346,206</u>	<u>14,309,314</u>	<u>14,537,555</u>
<b>TRANSFERS IN</b>			
	-	-	301,417
Total funds available	<u>28,841,703</u>	<u>28,140,072</u>	<u>21,402,196</u>
<b>EXPENDITURES</b>			
General government			
General & administration	880,322	1,001,108	1,001,850
Intergovernmental	185,210	1,226,437	775,600
Operations			
District property management	3,626,898	3,789,785	4,000,731
Cluster product property maintenance	-	-	702,810
Recreation center operations	1,758,359	1,677,926	1,714,230
Covenant enforcement	411,127	432,902	399,153
Debt Service	3,992,660	3,936,968	3,757,860
Capital Projects	1,568,793	6,855,553	945,047
Enterprise	2,587,576	2,656,169	2,705,664
Total expenditures	<u>15,010,945</u>	<u>21,576,848</u>	<u>16,002,945</u>
<b>TRANSFERS OUT</b>			
	-	-	301,417
Total expenditures and transfers out requiring appropriation	<u>15,010,945</u>	<u>21,576,848</u>	<u>16,304,362</u>
ENDING FUND BALANCES	<u>\$ 13,830,758</u>	<u>\$ 6,563,224</u>	<u>\$ 5,097,834</u>
STERLING DUET RESERVE	\$ 97,250	\$ 97,250	\$ -
PORCHLIGHT RESERVE	175,357	147,357	-
AMERICAN DREAM RESERVE	24,304	4,304	-
CARRIAGE HOME RESERVE	51,686	48,506	-
2021 RESERVE FUND	3,341,906	3,341,906	3,341,906
2021 SURPLUS FUND	274,572	39,749	23,340
TOTAL RESERVES	<u>\$ 3,965,075</u>	<u>\$ 3,679,072</u>	<u>\$ 3,365,246</u>

See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
PROPERTY TAX SUMMARY INFORMATION  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

12/22/2025

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
<b>ASSESSED VALUATION</b>			
Adams County			
State assessed	\$ 70	\$ 280	\$ 520
Agricultural	20	20	20
Personal property	2,700	6,690	11,150
Certified Assessed Value	<u>\$ 2,790</u>	<u>\$ 6,990</u>	<u>\$ 11,690</u>
<b>MILL LEVY</b>			
General	0.000	0.000	0.000
Total mill levy	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>
<b>PROPERTY TAXES</b>			
General	\$ -	\$ -	\$ -
Levied property taxes	<u>-</u>	<u>-</u>	<u>-</u>
Budgeted property taxes	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>BUDGETED PROPERTY TAXES</b>			
General	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
GENERAL FUND SUMMARY  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

	12/22/2025		
	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ 1,301,668	\$ 1,896,403	\$ 1,325,294
REVENUES			
MLEPA Payment - NR1MD	2,347,053	2,144,853	2,266,461
MLEPA Payment - NR2MD	1,404,011	1,352,981	1,348,954
MLEPA Payment - NR3MD	764,875	1,081,137	1,064,398
MLEPA Payment - NR4MD	2,375	1,930	169
Alleyway costs reimbursement (NRMD1 sub-district)	-	1,000	16,250
District operating fees (\$9/month for 2026)	141,794	148,000	457,380
Carriage home fees (NRMD1)	31,314	37,440	-
Carriage home fees (NRMD2)	163,746	195,780	-
Carriage home fees (NRMD3)	78,285	93,600	-
Sterling duet fees (F36)	113,880	115,000	-
Porchlight fees (RRF1)	110,016	87,000	-
American Dream fees (RRF1 2A)	24,304	55,000	-
On2 fees (RRF1 4A)	-	27,500	-
Interest income	105,512	100,000	25,000
Miscellaneous income		5,000	1,000
Total revenues	5,287,165	5,446,221	5,179,612
 Total funds available	6,588,833	7,342,624	6,504,906
EXPENDITURES (see detail)			
General government			
General & administration	880,322	1,001,108	1,001,850
Intergovernmental	185,210	1,226,437	775,600
Operations			
District property management	3,626,898	3,789,785	4,000,731
Total expenditures	4,692,430	6,017,330	5,778,181
TRANSFERS OUT	-	-	301,417
Total expenditures and transfers out requiring appropriation	4,692,430	6,017,330	6,079,598
ENDING FUND BALANCES	\$ 1,896,403	\$ 1,325,294	\$ 425,308
CARRIAGE HOME RESERVE	\$ 51,686	\$ 48,506	\$ -
STERLING DUET RESERVE	97,250	97,250	-
PORCHLIGHT RESERVE	175,357	147,357	-
AMERICAN DREAM RESERVE	24,304	4,304	-
ON2 RESERVE	-	4,000	-
AVAILABLE FOR OPERATIONS	1,547,806	1,023,877	425,308
TOTAL RESERVE	\$ 1,896,403	\$ 1,325,294	\$ 425,308

See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
GENERAL FUND  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

12/22/2025

<b>Account</b>	<b>ACTUAL 2024</b>	<b>ESTIMATED 2025</b>	<b>BUDGET 2026</b>
<b>GENERAL &amp; ADMINISTRATION</b>			
MISCELLANEOUS OUTSIDE SERVICES	\$ -	\$ -	\$ -
PRINT AND COPY	3,426	4,000	4,000
MISCELLANEOUS EXPENSE	3,423	4,000	4,000
COMPUTER SUPPLIES AND EQUIPMENT	-	2,000	2,000
WEBSITE	4,740	9,000	9,000
IT MANAGEMENT SERVICES	8,775	7,500	7,500
ELECTIONS	-	3,450	-
MEMBERSHIP / PROFESSIONAL ASSOCIATIONS	1,238	1,238	1,500
LEGAL SERVICES	181,441	200,000	200,000
LITIGATION/NRMD DISPUTE	429,461	500,000	500,000
OFFICE SUPPLIES	-	-	-
ACCOUNTING	88,392	82,400	82,400
AUDIT	11,750	12,614	13,000
DISTRICT MANAGEMENT	93,255	99,750	99,750
INSURANCE	49,957	70,156	73,700
EMPLOYEE RELATIONS	4,464	5,000	5,000
<b>Total general and administration</b>	<b>\$ 880,322</b>	<b>\$ 1,001,108</b>	<b>\$ 1,001,850</b>

See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
GENERAL FUND  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

12/22/2025

Account	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
<b>INTERGOVERNMENTAL</b>			
<b>NRMD NO. 1 DIRECT COSTS</b>			
Audit	\$ 8,500	\$ 8,500	\$ 8,500
Administrative Costs	-	1,000	1,000
Accounting and District Management	73,031	71,000	71,000
Board Training and Conferences	-	-	-
Elections	-	18,000	-
Miscellaneous	1,238	1,238	1,350
Legal Services	-	35,000	35,000
Legal - Litigation	-	130,000	130,000
Director Fees	-	3,500	3,500
Insurance	3,817	3,883	3,950
Reserve for 2024 costs	-	201,414	-
Total NRMD No. 1	86,586	473,535	254,300
<b>NRMD NO. 2 DIRECT COSTS</b>			
Audit	8,500	8,500	\$ 8,500
Administrative Costs	-	1,000	1,000
Accounting and District Management	71,562	71,000	71,000
Board Training and Conferences	-	-	-
Elections	-	18,000	-
Miscellaneous	1,237	1,237	1,350
Legal Services	-	35,000	35,000
Legal - Litigation	-	130,000	130,000
Director Fees	-	3,500	3,500
Insurance	6,298	5,995	6,450
Reserve for 2024 costs	-	194,003	-
Total NRMD No. 2	87,597	468,235	256,800
<b>NRMD NO. 3 DIRECT COSTS</b>			
Audit	-	8,500	8,500
Administrative Costs	-	1,000	1,000
Accounting and District Management	-	71,000	71,000
Board Training and Conferences	-	-	-
Elections	-	18,000	-
Miscellaneous	-	1,350	1,350
Legal Services	-	35,000	35,000
Legal - Litigation	-	130,000	130,000
Director Fees	-	3,500	3,500
Insurance	-	3,950	3,950
Total NRMD No. 3	-	272,300	254,300
<b>NRMD NO. 4 DIRECT COSTS</b>			
Election Expense	113	2,353	-
Dues and Membership	225	226	300
Legal Services	7,505	5,000	5,000
Insurance	3,184	3,288	3,400
Website	-	1,500	1,500
Total NRMD No. 4	11,027	12,367	10,200
<b>Total North Range Districts Nos. 1-4</b>	<b>\$ 185,210</b>	<b>\$ 1,226,437</b>	<b>\$ 775,600</b>

See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
GENERAL FUND  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

12/22/2025

Account	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
<b>DISTRICT PROPERTY MAINTENANCE</b>			
<b>OPERATIONS MANAGEMENT</b>			
Wages	\$ 516,783	\$ 575,000	\$ 600,000
Payroll expense	116,418	120,000	180,000
FICA Expense	40,196	43,988	45,900
Unemployment expenses	1,441	2,875	3,000
Employer match deferred comp	10,582	14,375	15,000
Training	1,692	6,400	7,150
Uniforms	1,792	5,000	5,500
Operating supplies	479	1,500	500
Gas and fuel	-	-	18,000
Communication	2,329	2,904	3,000
Miscellaneous outside services	10,256	19,000	20,000
Lighting	3,835	21,000	25,000
Total operations management	<u>705,803</u>	<u>812,042</u>	<u>923,050</u>
<b>IRRIGATION</b>			
Operating Supplies	24,408	58,000	60,000
Gas and fuel	11,280	14,350	-
Communication	2,039	1,500	10,000
Repair services	90,998	25,000	106,370
Electricity	48,876	38,000	39,000
Water and sewer	902,020	750,000	1,024,000
Total irrigation operations	<u>1,079,621</u>	<u>886,850</u>	<u>1,239,370</u>
<b>LANDSCAPE MAINTENANCE</b>			
Operating supplies	9,758	12,600	13,500
Gas and fuel	-	-	-
Miscellaneous outside services	71,811	75,000	80,000
Contract maintenance	593,199	615,000	685,000
Fertilizer	1,879	20,000	35,000
Equipment rental	28,585	25,000	35,000
Equipment purchase/projects/lease	7,473	-	25,000
Tree Care / maintenance	136,972	130,000	136,500
Sub-district maintenance - Carriage Homes	302,986	150,000	-
Sub-district snow removal - Carriage Homes	-	180,000	-
Porchlight maintenance	39,100	65,000	-
Porchlight snow removal	-	50,000	-
American Dream maintenance	-	30,000	-
American Dream snow removal	-	45,000	-
Sterling Duet maintenance	80,321	45,000	-
Sterling Duet snow removal	-	70,000	-
On2 maintenance	-	10,000	-
On2 snow	-	13,500	-
Mulch maintenance program	96,000	100,000	105,840
Landscape enhancements	154,969	-	-
Total landscape maintenance	<u>1,523,053</u>	<u>1,636,100</u>	<u>1,115,840</u>
<b>MISCELLANEOUS</b>			
Snow removal	-	6,300	6,300
Snow removal - alley	679	1,000	5,250
Repairs and maintenance - alley	-	-	11,000
Rodent control	6,453	6,500	6,500
Maintenance - Drainage, Channels, Ponds, Pipes	4,408	7,000	7,000
Waste water maintenance	-	1,000	1,000
Reserve study	-	5,000	-
Snow removal - equipment rental	-	-	7,000
Signage repairs and replacement	-	-	40,000
Fence repair	1,579	2,500	7,000
Equipment purchase/projects/lease	37,070	10,000	35,000
Equipment repairs	509	15,000	15,000
Stormwater facilities maintenance	216,930	286,565	326,680
Underdrain maintenance	48,055	110,928	239,741
Total miscellaneous	<u>315,683</u>	<u>451,793</u>	<u>707,471</u>
<b>PLAYGROUND/PARK PAVILION</b>			
Playground supplies	2,738	3,000	15,000
Total Playground Operations	<u>2,738</u>	<u>3,000</u>	<u>15,000</u>
<b>Total District Property Management</b>	<b>\$ 3,626,898</b>	<b>\$ 3,789,785</b>	<b>\$ 4,000,731</b>

See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
SPECIAL REVENUE FUND- CLUSTER PRODUCT O&M SUMMARY  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

	12/22/2025		
	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
REVENUES			
Carriage home fees	-	-	348,220
Sterling duet fees	-	-	113,880
Porchlight fees	-	-	85,000
American Dream fees	-	-	56,160
On2 fees	-	-	59,280
Interest income	-	-	5,000
Total revenues	-	-	667,540
TRANSFERS IN	-	-	301,417
Total funds available	-	-	968,957
EXPENDITURES (see detail)			
Cluster product property maintenance	-	-	702,810
Total expenditures	-	-	702,810
Total expenditures and transfers out requiring appropriation	-	-	702,810
ENDING FUND BALANCES	\$ -	\$ -	\$ 266,147

**2024 and 2025 activity is accounted for in the General Fund.  
Transfers in of \$301,417 represent ending 2025 fund balance  
attributable to the  
net activity for the cluster products.**

**REUNION METROPOLITAN DISTRICT  
SPECIAL REVENUE FUND - CLUSTER PRODUCT O&M  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

12/22/2025

<b>Account</b>	<b>ACTUAL 2024</b>	<b>ESTIMATED 2025</b>	<b>BUDGET 2026</b>
<b><i>CLUSTER PRODUCT PROPERTY MAINTENANCE</i></b>			
<b><i>CARRIAGE HOMES</i></b>			
Landscape maintenance contract	-	-	102,553
Water	-	-	80,000
Snow removal	-	-	150,000
Plant material/tree replacement	-	-	10,000
Repairs and maintenance	-	-	5,000
Total Carriage Homes	-	-	347,553
<b><i>STERLING DUET</i></b>			
Landscape maintenance contract	-	-	39,395
Water	-	-	10,000
Snow removal	-	-	60,000
Plant material/tree replacement	-	-	5,000
Repairs and maintenance	-	-	2,500
Total Sterling Duets	-	-	116,895
<b><i>PORCHLIGHT</i></b>			
Landscape maintenance contract	-	-	35,862
Water	-	-	25,000
Snow removal	-	-	50,000
Plant material/tree replacement	-	-	5,000
Repairs and maintenance	-	-	2,500
Total Porchlight	-	-	118,362
<b><i>AMERICAN DREAM</i></b>			
Landscape maintenance contract	-	-	15,000
Water	-	-	18,000
Snow removal	-	-	40,000
Repairs and maintenance	-	-	1,000
Total American Dream	-	-	74,000
<b><i>ON2</i></b>			
Landscape maintenance contract	-	-	10,000
Water	-	-	10,000
Snow removal	-	-	25,000
Repairs and maintenance	-	-	1,000
Total On2	-	-	46,000
<b>Total Cluster Product Property Maintenance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 702,810</b>

See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
SPECIAL REVENUE FUND- RECREATION SUMMARY  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

	12/22/2025		
	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ 519,347	\$ 310,235	\$ 190,659
REVENUES			
Recreation fees (\$31.50/month for 2026)	1,346,871	1,415,000	1,600,830
(Allowance for fees not collected)	-	-	(5,000)
Recreation fees, other	16,827	20,000	20,000
Program fees	85,573	111,350	130,000
Interest income	11,703	2,000	3,500
Miscellaneous income	88,273	10,000	5,000
Total revenues	1,549,247	1,558,350	1,754,330
Total funds available	2,068,594	1,868,585	1,944,989
EXPENDITURES (see detail)			
Recreation Center operations	1,112,541	985,160	1,080,435
Pool operations	442,571	519,630	448,395
Recreation programs	142,945	139,106	125,350
Concession building	9,949	11,600	30,050
Reunion coffee house	50,353	22,430	30,000
Total expenditures	1,758,359	1,677,926	1,714,230
Total expenditures and transfers out requiring appropriation	1,758,359	1,677,926	1,714,230
ENDING FUND BALANCES	310,235	190,659	230,759
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	\$ 216,326	\$ 95,659	\$ 135,759

See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
SPECIAL REVENUE FUND - RECREATION  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

12/22/2025

<b>Account</b>	<b>ACTUAL 2024</b>	<b>ESTIMATED 2025</b>	<b>BUDGET 2026</b>
<b>RECREATION CENTER OPERATIONS</b>			
Operating supplies	\$ 15,388	\$ 25,000	\$ 20,000
Repair services	16,472	17,850	18,800
Miscellaneous outside services	29,788	30,000	30,000
Contract maintenance	547,731	480,000	505,000
Electricity	26,321	29,000	30,450
Water and Sewer	9,982	13,000	6,615
Phone charges	2,552	2,500	2,625
Janitorial services	23,485	24,300	2,500
Natural gas	18,407	21,000	22,050
Print and copy	751	1,500	4,500
Miscellaneous expense	237	-	3,150
Computer supplies and equipment	7,077	5,250	8,000
Membership	-	-	-
Office supplies	518	700	1,000
Accounting	56,140	76,000	76,000
Lighting	2,986	3,675	3,860
District Management	93,255	98,365	98,365
Community Events	28,493	30,900	30,900
Insurance	49,957	59,620	62,620
Bad debt expense	1,231	-	500
Replacement program	16,826	-	-
Reserve study	-	5,000	-
Major repair	126,769	15,000	100,000
Fitness Equipment	-	10,000	15,000
Cable and satellite	1,942	2,300	2,300
Internet Charges	14,190	9,000	9,000
Pest control	3,000	3,000	3,000
Waste removal	13,800	16,200	16,700
Website management	5,243	6,000	7,500
<b>Total Recreation Center Operations</b>	<b>\$ 1,112,541</b>	<b>\$ 985,160</b>	<b>\$ 1,080,435</b>
<b>REUNION PARK BLDG</b>			
Operating supplies	\$ -	\$ -	\$ 8,000
Repair services	-	2,500	5,000
Electricity	1,756	2,000	2,800
Water and Sewer	7,233	6,000	8,000
Natural gas	-	-	5,000
Pest control	960	1,100	1,250
<b>Total Reunion Park Concession Building</b>	<b>\$ 9,949</b>	<b>\$ 11,600</b>	<b>\$ 30,050</b>

See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
SPECIAL REVENUE FUND - RECREATION  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

12/22/2025

Account	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
<b><i>POOL OPERATIONS - REUNION PARK</i></b>			
Operating supplies	\$ 8,256	\$ 15,000	\$ 15,750
Repair services	12,508	10,500	11,025
Contract maintenance	174,896	181,223	191,838
Electricity	10,586	10,500	11,025
Water and sewer	3,712	4,200	4,410
Chemicals	18,287	12,600	13,230
Replacement Program	26,392	15,000	15,000
Major Repair	-	33,038	20,000
<b>Total pool operations</b>	<b>\$ 254,637</b>	<b>\$ 282,061</b>	<b>\$ 282,278</b>
<b><i>POOL OPERATIONS - SOUTHLAWN</i></b>			
Operating supplies	\$ 2,843	\$ 5,250	\$ 5,500
Repair services	11,808	1,000	5,500
Contract maintenance	145,102	113,876	119,520
Electricity	3,972	4,725	4,962
Water and sewer	5,337	4,200	4,410
Natural gas	8,427	8,000	8,400
Chemicals	2,726	6,500	6,825
Equipment purchase	7,719	10,000	5,000
Major repairs	-	84,018	6,000
<b>Total pool operations</b>	<b>\$ 187,934</b>	<b>\$ 237,569</b>	<b>\$ 166,117</b>
<b><i>RECREATION PROGRAMS</i></b>			
Operating supplies	\$ -	\$ 5,000	\$ 5,250
Contract maintenance	142,945	134,106	120,100
Landscape maintenance (Sports Fields)	-	-	-
<b>Total recreation programs</b>	<b>\$ 142,945</b>	<b>\$ 139,106</b>	<b>\$ 125,350</b>
<b><i>COFFEE HOUSE</i></b>			
Operating supplies	\$ -		\$ 500
Contract maintenance	1,005	1,250	2,500
Electricity	9,735	10,500	11,000
Natural gas	-	-	1,200
Water and sewer	558	1,700	1,800
Repair services	37,135	7,000	10,000
Equipment rental	-		1,000
Pest control	1,920	1,980	2,000
<b>Total coffee house</b>	<b>\$ 50,353</b>	<b>\$ 22,430</b>	<b>\$ 30,000</b>

See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
SPECIAL REVENUE FUND - COVENANT ENFORCEMENT SUMMARY  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

	12/22/2025		
	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
FUND BALANCE - BEGINNING	\$ 266,634	\$ 321,735	\$ 336,833
REVENUES			
Assessment (\$5/month for 2026)	236,323	248,000	159,720
AR processing fee	74,354	80,000	60,000
Other fees	-	-	-
Violations, penalties, other (Allowance for fees not collected)	91,678	90,000	60,000 (15,000)
Legal fees reimbursement	53,045	20,000	5,000
Interest income	10,828	10,000	5,000
Total revenues	466,228	448,000	274,720
Total funds available	732,862	769,735	611,553
EXPENDITURES (see detail)			
Covenant enforcement	411,127	432,902	399,153
Total expenditures	411,127	432,902	399,153
Total expenditures and transfers out requiring appropriation	411,127	432,902	399,153
FUND BALANCE - ENDING	321,735	336,833	212,400
LESS: RECEIVABLES - NONSPENDABLE	(54,655)	(50,000)	(50,000)
SPENDABLE FUND BALANCE	\$ 267,080	\$ 286,833	\$ 162,400

See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
SPECIAL REVENUE FUND - COVENANT ENFORCEMENT  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

12/22/2025

<b>Account</b>	<b>ACTUAL 2024</b>	<b>ESTIMATED 2025</b>	<b>BUDGET 2026</b>
<b><i>COVENANT ENFORCEMENT</i></b>			
Miscellaneous	\$ 31,421	\$ 30,000	\$ 35,000
Legal services	95,617	100,000	90,000
Accounting	16,044	16,909	16,909
Community events	28,246	30,900	30,900
District management	20,723	21,844	21,844
Insurance	11,102	13,249	14,500
Management contract	172,419	185,000	142,000
AR processing fee	34,618	34,000	36,000
Bad debt expense	217	-	500
Website management	720	1,000	1,500
Contingency	-	-	10,000
<b>Total Covenant Enforcement</b>	<b>\$ 411,127</b>	<b>\$ 432,902</b>	<b>\$ 399,153</b>

See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
DEBT SERVICE FUND  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

	12/22/2025		
	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ 115,430	\$ 88,548	\$ 80,546
REVENUES			
Interest income	80,987	45,000	25,000
MLEPA payment from NR1MD	3,884,791	3,883,966	3,728,142
Total revenues	3,965,778	3,928,966	3,753,142
Total funds available	4,081,208	4,017,514	3,833,688
EXPENDITURES			
Bond principal	3,305,000	3,409,000	3,342,000
Bond interest	684,160	524,468	412,360
Paying agent/ Trustee fees	3,500	3,500	3,500
Total expenditures	3,992,660	3,936,968	3,757,860
Total expenditures and transfers out requiring appropriation	3,992,660	3,936,968	3,757,860
ENDING FUND BALANCES	\$ 88,548	\$ 80,546	\$ 75,828

See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
CAPITAL PROJECTS FUND  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

	12/22/2025		
	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
FUND BALANCE - BEGINNING	\$ 8,340,466	\$ 7,597,359	\$ 1,248,237
<b>REVENUES</b>			
System Development fees NR3	332,500	131,250	218,750
MLEPA payment from NR4MD	2,372	2,209	206
Developer advance	76,188	79,284	-
Miscellaneous income	-	145,000	-
Interest income	414,626	148,688	-
Total revenues	825,686	506,431	218,956
Total funds available	9,166,152	8,103,790	1,467,193
<b>EXPENDITURES</b>			
Intergovernmental - SDFs to NR3	216,600	85,500	142,500
Legal	5,572	25,000	10,000
Accounting	-	3,000	5,000
District management	-	2,500	5,000
Capital outlay			
Priority Projects			
Filing 34 Landscape	584,054	-	-
Capital Outlay	13,250	-	-
Engineering	24,891	25,000	25,000
Reunion Village 7-B & 7-E	5,265	450	-
Reunion Ridge Filing 1	6,200	-	-
Reunion Ridge Filing 1 Landscape	300,940	180,000	-
Reunion Village 7A	915	-	-
Filing 27 Landscape	57,616	-	-
Filing 35/36 Landscape	337,878	-	-
Filing 37 Landscape	15,612	-	-
Reunion Ridge Way Landscape	-	757,547	757,547
Major repair	-	30,340	-
Water system fees	-	79,285	-
Developer advance repayment	-	5,666,931	-
Contingency	-	-	-
Total expenditures	1,568,793	6,855,553	945,047
Total expenditures and transfers out requiring appropriation	1,568,793	6,855,553	945,047
FUND BALANCE - ENDING	\$ 7,597,359	\$ 1,248,237	\$ 522,146
NRMD 4 MLEPA RESERVE	\$ 26,144	\$ 28,353	\$ 28,559

See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
ENTERPRISE FUND  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

	12/22/2025		
	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ 4,951,952	\$ 3,616,478	\$ 3,381,655
REVENUES			
Administrative fee	1,950	2,300	2,600
ERU building credits	946,417	2,155,650	2,552,655
ERU irrigation credits	59,016	107,896	-
Miscellaneous income	-	1,500	-
Interest income	244,719	154,000	134,000
Total revenues	1,252,102	2,421,346	2,689,255
Total funds available	6,204,054	6,037,824	6,070,910
EXPENDITURES			
ERU admin fee	10,769	11,038	11,314
Administrative and filing fees	-	-	10,000
Bond interest - series 2021A	1,546,606	1,509,631	1,468,850
Bond principal - series 2021A	1,020,000	1,125,000	1,205,000
Trustee fees	10,201	10,500	10,500
Total expenditures	2,587,576	2,656,169	2,705,664
Total expenditures and transfers out requiring appropriation	2,587,576	2,656,169	2,705,664
ENDING FUND BALANCES	\$ 3,616,478	\$ 3,381,655	\$ 3,365,246
RESERVE FUND	\$ 3,341,906	\$ 3,341,906	\$ 3,341,906
SURPLUS FUND	274,572	39,749	23,340
TOTAL RESERVE	\$ 3,616,478	\$ 3,381,655	\$ 3,365,246

See summary of significant assumptions.

**REUNION METROPOLITAN DISTRICT  
2026 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 0 single family lots within the NRMD 3 development in 2026.

**REUNION METROPOLITAN DISTRICT  
2026 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 2026 is \$31.50 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 2026 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 \$9.00 per month for 2026 to be used for District operations, maintenance, landscape enhancements.

**Cluster Product Fees**

The District imposes a monthly maintenance fee of \$65 per month on all occupied residential properties within the boundaries of the Carriage Home, Sterling Duet, Porchlight, American Dream, and On2 filings in order to fund the costs including landscape maintenance, snow removal, irrigation, and repairs and replacements.

**MLEPA Payments from North Range Districts**

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

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

**REUNION METROPOLITAN DISTRICT  
2026 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues - (continued)**

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

**Enterprise - ERU Credits Revenue**

RMD/ERU Water Credits are rights conveyed to the Issuer pursuant to the ERU Purchase Agreement and are comprised of the RMD/ERU Building Credits and the RMD/ERU Irrigation Credits. The Water Credit Fees are set forth in the Resolution Concerning the Imposition of ERU Water Credit Fees. Per the resolution, the Water Credit Fees set forth for the RMD/ERU Building Credits are \$10,419 and for the RMD/ERU Irrigation Credits are \$7,675 in 2026.

**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 2026.

**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.

**REUNION METROPOLITAN DISTRICT  
2026 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures – (continued)**

**Debt and Leases**

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

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

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

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

The District has no operating or capital leases.

**REUNION METROPOLITAN DISTRICT  
2026 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Reserves**

**Emergency Reserve**

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

**Debt Service Reserve**

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

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

**REUNION METROPOLITAN DISTRICT  
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY  
December 31, 2026**

**\$44,425,000 Special Revenue Bonds  
Series 2021A**

**Dated June 30, 2021**

**Principal Due December 1**

**Interest Rate 3.625%**

**Payable June 1 and December 1**

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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>\$ 40,520,000</u>	<u>\$ 17,001,431</u>	<u>\$ 57,521,431</u>

See summary of significant assumptions.

## **EXHIBIT E**

### **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. JR Engineering remains engaged with the City and continues to work toward securing final acceptance of the improvements.

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

##### Construction Summary:

1. Initial South Adams County Water & Sanitation District (“SACWSD”) acceptance for public improvements including potable, non-potable, and sanitary sewer was granted on October 18, 2023. Final SACWSD acceptance for public improvements including potable, non-potable, and sanitary sewer was granted on October 7, 2025.

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

##### Construction Summary:

1. 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.
2. Initial SACWSD acceptance for public improvements including potable, non-potable, and sanitary sewer was granted on January 2, 2023. Final SACWSD acceptance was anticipated in Spring of 2025. JR Engineering remains engaged with SACWSD and continues to work toward securing final acceptance of the improvements.

### **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 was granted on October 9, 2024

### **Filing 27 Landscape**

#### Construction Summary:

1. 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 was granted on October 1, 2025.