

**REUNION RIDGE METROPOLITAN DISTRICT NO. 1**  
**REUNION RIDGE METROPOLITAN DISTRICT NO. 2**  
**COMMERCE CITY, COLORADO**  
**2025 ANNUAL REPORT**

City Clerk  
*via Email dgibson@c3gov.com*  
Community Development Department  
*via Email cdplanner@c3gov.com*  
Commerce City, Colorado

County Clerk and Recorder  
Adams County, Colorado  
*via Email*  
*adams.entities@adco.gov.org*

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*

Pursuant to Section 32-1-207(3)(c)(I), C.R.S., and Section VII.A. of the Consolidated Service Plan for the Reunion Ridge Metropolitan District Nos. 1-4, an annual report for the preceding calendar year (the “**Report**”) is required to be filed no later than July 1<sup>st</sup> of each year with the City Clerk and Community Development Department for Commerce City, Colorado (the “**City**”), the Colorado Division of Local Government, the Colorado State Auditor, the County Clerk and Recorder for Adams County, Colorado. Pursuant to Section 32-1-104(3), C.R.S., the Board of Directors of the Reunion Ridge Metropolitan District Nos. 3 and 4 each adopted a Resolution declaring such Districts inactive and have remained on inactive status through the entire reporting period and not required to file an annual report. The following Report is submitted on behalf of the Reunion Ridge Metropolitan District Nos. 1 and 2 (the “**Districts**”).

For the year ending December 31, 2025, the Districts makes the following report:

1. **Boundary changes made or proposed to the Districts’ boundaries:** There were no changes made to the Districts’ boundaries during fiscal year 2025.
2. **Intergovernmental agreements entered into, terminated or proposed:** Attached as **Exhibit A** is the Inter-District Agreement regarding Construction of Improvements, Operations and Maintenance of Improvements and Administrative Services by and between the Districts, Reunion Ridge Metropolitan District No. 3 and Reunion Ridge Metropolitan District No. 4, approved on August 21, 2025
3. **Access information to obtain a copy of the Rules and Regulations:** The Districts have not adopted rules and regulations as of December 31, 2025.
4. **A summary of any litigation involving public improvements by the Districts:** The Districts are not aware of any litigation involving public improvements.

5. **Status of the Districts’ construction of public improvements:** The status of the construction of public improvements within District Nos. 1 and 2 during fiscal year 2025 is shown on the attached **Exhibit B**.

6. **List of facilities or improvements constructed by the Districts that were conveyed to the City:** There were no facilities or improvements constructed by the Districts that were conveyed to the City during fiscal year 2025.

7. **Final Assessed Value of Taxable Property within the Districts’ boundaries as of December 31, 2025:**

The 2025 total assessed value of taxable property within the boundaries of each of the Districts is \$10 for District No. 1; and \$450 for District No. 2.

8. **Current annual budget of the Districts, including a description of public improvements to be constructed in such year:**

Attached as **Exhibit C-1** is a copy of District No. 1’s Budget for the current fiscal year of 2026 and attached as **Exhibit C-2** is a copy of District No. 2’s Budget for the current fiscal year of 2026.

9. **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:**

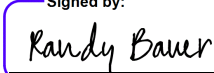
District No 1’s audited financial statements for fiscal year 2025 will be provided to the City once they become available. Attached as **Exhibit D** is a copy of District No 2’s Application for Audit Exemption for fiscal year 2025.

10. **Notice of any uncured defaults existing for more than 90 days under any debt instrument of the Districts:** No notices of any uncured default were issued during fiscal year 2025.

11. **The Districts’ inability to pay any financial obligations as they come due under any obligation which continues beyond a ninety-day period:** To the best of our actual knowledge, the Districts have been able to pay its obligations as they come due during fiscal year 2025.

Respectfully submitted this 18th day of May, 2026.

REUNION RIDGE METROPOLITAN  
DISTRICT NOS. 1 AND 2

By:  Signed by:  
Randy Bauer  
EBA838E5CCC54E6  
Randy Bauer, President

**EXHIBIT A**

Inter-District Agreement regarding Construction of Improvements, Operations and Maintenance  
of Improvements and Administrative Services

**INTER-DISTRICT AGREEMENT REGARDING CONSTRUCTION, OPERATION  
AND MAINTENANCE OF PUBLIC IMPROVEMENTS,  
AND ADMINISTRATIVE SERVICES**

This INTER-DISTRICT AGREEMENT REGARDING CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS, AND ADMINISTRATIVE SERVICES (this “**Agreement**”), is entered into to be effective as of August 21, 2025, by and between REUNION RIDGE METROPOLITAN DISTRICT NO. 1 (the “**Coordinating District**”) and REUNION RIDGE METROPOLITAN DISTRICT NO. 2 (“**District No. 2**” and together with the Coordinating District, the “**Initial Parties**”). This Agreement contemplates that REUNION RIDGE METROPOLITAN DISTRICT NO. 3 (“**District No. 3**”) and REUNION RIDGE METROPOLITAN DISTRICT NO. 4 (“**District No. 4**” and together with District No. 3, the “**Future Parties**”; the Future Parties and District No. 2 comprise the “**Neighborhood Districts**”; the Neighborhood Districts and the Coordinating District comprise the “**Districts**”) may become parties to this Agreement by execution and delivery of a Joinder (as defined herein). The Initial Parties and (if and when they execute and deliver Joinders to this Agreement) the Future Parties are referred to herein collectively as the “**Parties**”. The Districts are quasi-municipal corporations and political subdivisions of the State of Colorado (the “**State**”).

**RECITALS**

A. The Districts are authorized by Title 32, Article 1, C.R.S. (the “**Act**”), to provide certain public improvements and services to and for the benefit of the properties within and without the boundaries of the Districts, in accordance with the Consolidated Service Plan for Reunion Ridge Metropolitan District Nos. 1-4 (the “**Service Plan**”) approved by the City Council of the City of Commerce City, Colorado (the “**City**”) on August 19, 2019.

B. Section V.C of the Service Plan provides:

It is anticipated that the Districts, collectively, coordinate and undertake the financing and construction of the Public Improvements. It is generally anticipated that the Districts will undertake the financing and construction of Public Improvements as development phases are completed and that the Districts will share certain Public Improvement costs. The nature of the functions and services to be provided by each District, and the mechanisms by which the Districts will cooperatively fund Public Improvement costs, shall be clarified in a future intergovernmental agreement among the Districts. The intergovernmental agreement among the Districts, and all amendments thereto, shall be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Service Plan. Implementation of such an intergovernmental agreement is essential to the orderly implementation of this Service Plan and the Public Improvements.

C. In addition to the approval of the City, the Districts were organized with the approval of the Districts’ respective electors, such approvals fully contemplating cooperation among the Districts as provided herein and in the Service Plan.

D. Pursuant to the Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., the Districts may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide any lawful function, service or facility, including cost-sharing, tax imposition, and responsibility allocation.

E. The Service Plan was prepared for the Districts pursuant to Part 2 of the Act, and all required governmental approvals were obtained therefor.

F. Section V(A)(14) of the Service Plan sets forth the “**Initial Debt Limitation**” for the Districts:

Initial Debt Limitation. On or before the effective date of approval by the City of a PUD Zone Document, as the same is applicable to a defined District Boundary, any District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; or (c) impose or collect any Fees used for the purpose of repayment of Debt.

G. The boards of directors of the Districts (each a “**Board**” and any two or more comprising the “**Boards**”) have determined that is in the best interest of the Districts, their residents and taxpayers that none should impose any mill levy (debt service, operating or contractual) until the Initial Debt Limitation is satisfied.

*H. As of the date of this Agreement, only District No. 2 satisfies the Initial Debt Limitation and thus only District No. 2 is a “Taxing District” as of the date hereof. Each of the Future Districts may become a “Taxing District” by executing and delivering a Joinder hereto (attached hereto as Exhibit C). The Coordinating District may become a “Taxing District” by executing and delivering the Tax Certification (attached hereto as Exhibit D).*

I. At elections of the qualified electors of each of the Districts, duly called and held on Tuesday, November 5, 2019 (collectively or individually referred to herein as the “**Election**”), in accordance with law and pursuant to due notice, a majority of those qualified to vote and voting at the Election voted in favor of, inter alia, Ballot Issue E, which reads:

SHALL REUNION RIDGE METROPOLITAN DISTRICT NO. [1/2/3/4]  
TAXES BE INCREASED BY \$10,000,000 ANNUALLY OR BY SUCH  
LESSER AMOUNT AS NECESSARY FOR THE PAYMENT OF AMOUNTS  
DUE PURSUANT TO ONE OR MORE INTERGOVERNMENTAL  
AGREEMENTS OR OTHER CONTRACTS BY THE IMPOSITION OF AD  
VALOREM PROPERTY TAXES LEVIED IN ANY YEAR, WITHOUT  
LIMITATION AS TO RATE OR AMOUNT OR ANY OTHER CONDITION,  
AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT  
INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE  
DISTRICT IN FISCAL YEAR 2019 AND IN EACH FISCAL YEAR  
THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE WITHOUT  
REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER

LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE LIMITS IMPOSED ON INCREASES IN PROPERTY TAXATION BY SECTION 29-1-301, C.R.S. IN ANY YEAR, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

J. The returns of the Election were duly canvassed and the results thereof duly declared.

K. The results of the Election were certified by the applicable District by certified mail to the board of county commissioners of each county in which the District is located or to the governing body of a municipality that has adopted a resolution of approval of the special district pursuant to Section 32-1-204.5, C.R.S., and with the division of securities created by Section 11- 51-701, C.R.S., within 45 days after the applicable Election.

L. The Boards have determined that it is necessary to acquire, construct, and install a portion of the Public Improvements (the "**Project**").

M. In furtherance of the Service Plan, the Districts desire to enter into this Agreement to clearly define and allocate their respective responsibilities for (i) the coordination, oversight, facilitation, or other actions necessary to ensure the design, engineering, construction, expansion, acquisition, maintenance, repair, or replacement (collectively, the "**Construction**") of the public improvements necessary (the "**Public Improvements**") to serve the Reunion development, (ii) the operation and maintenance of the Public Improvements not dedicated to the City or any other entity (the "**Operation and Maintenance Services**"), and (iii) the administrative functions necessary to support the Districts' ongoing activities (the "**Administrative Services**"). For purposes of this Agreement, "**Operations and Maintenance Services**" shall mean the operations and maintenance services necessary for the Public Improvements constructed or to be constructed by or on behalf of the Districts within the Reunion development that are not, and are not intended to be, dedicated to or accepted by the City or any other entity, and which shall remain under the ownership, operation, and maintenance responsibility of the Districts.

N. The Coordinating District shall serve as the District responsible for Construction of the Public Improvements, providing the Operations and Maintenance Services, and delivering the Administrative Services for the collective benefit of all the Districts and their respective taxpayers, property owners, and residents. Such Administrative Services may include, but are not limited to, the provision of legal, architectural, accounting, management, and auditing services through third parties engaged by the Coordinating District, as well as such other services and functions as the Coordinating District reasonably deems necessary to ensure legal compliance and the continued good standing of the Districts.

O. The Initial Parties have as of the date hereof executed a Senior Capital Pledge Agreement (the "**Senior Pledge Agreement**") and a Subordinate Pledge Agreement (the "**Subordinate Pledge Agreement**") and together with the Senior Pledge Agreement, the "**Pledge**

**Agreements**”). The Future Parties may become parties to the Senior Pledge Agreement by Joinder.

P. In accordance with the Special District Act and the Service Plan, the Districts desire to coordinate the Construction of the Public Improvements, provision of the Operations and Maintenance Services, and provision of the Administrative Services in a cost-effective and efficient manner. This Agreement sets forth the terms and conditions governing the provision and funding of Construction of the Public Improvements, Operations and Maintenance Services, and Administrative Services.

## **AGREEMENT**

### 1. Obligations of the Coordinating District.

(a) *Construction of the Public Improvements.* The Coordinating District is responsible for Construction of the Public Improvements. The Coordinating District may schedule, phase, and configure the Public Improvements to accurately and adequately provide for the needs of the Districts’ residents and taxpayers either directly or through agreement with a third-party developer or other governmental entity.

1. Construction Contracts. The Coordinating District shall use its commercially reasonable best efforts to cause Construction to be commenced on a timely basis subject to receipt of all necessary governmental approvals and terms of this Agreement.

2. The Coordinating District shall make available to the Neighborhood Districts, upon request, copies of any and all Construction contracts and related documents it has available concerning the Public Improvements.

(b) *Ownership of Public Improvements and Performance of Operations and Maintenance Services.* The Coordinating District will own, operate and maintain all Public Improvements not dedicated to the City or other entity. The Coordinating District shall provide those Operations and Maintenance Services described in **Exhibit A**, attached hereto and incorporated herein by this reference for the benefit of the Districts, provided that each of the Neighborhood Districts observes and performs the covenants and agreements set forth in this Agreement. The Coordinating District may suspend or curtail Operations and Maintenance Services in its discretion as necessary or appropriate to address funding shortfalls that have occurred or are anticipated. The Coordinating District shall have the authority to enter into service contracts with third-parties, including private parties and governmental entities, to provide any Operations and Maintenance Services required to be provided by the Coordinating District (the “**Operations and Maintenance Services Contracts**”).

(c) *Administrative Services.* The Coordinating District shall perform the Administrative Services as described in **Exhibit B**, attached hereto and incorporated herein by this reference, for and on behalf of the Districts, in compliance with all applicable federal, State, City, Adams County and any other applicable local governmental agency statutes, ordinances, and regulations, provided that each Neighborhood District observes and performs the covenants and agreements set forth in this Agreement. The Coordinating District may suspend or curtail

Administrative Services in its discretion as necessary or appropriate to address funding shortfalls that have occurred or are anticipated. The Coordinating District shall have the authority to enter into service contracts with third-parties, including private parties and governmental entities, to provide any Administrative Services required to be provided by the Coordinating District (the “**Administrative Service Contracts**”).

(d) *Independent Engagement of Consultants to Perform Administrative Services.* Each Neighborhood District may independently retain legal, accounting, management, or other professional consultants, including without limitation other governmental entities (collectively, the “**Agents**”) to perform Administrative Services specific to that Neighborhood District. However, the engagement of such independent Agents shall not relieve any Neighborhood District of its obligation to pay its share of the Administrative Services costs as established in the Final Budget (as defined in Section 3(d)) and any applicable Final Budget Amendment (as defined in Section 3(f)). All such payments shall be remitted to the Coordinating District in accordance with this Agreement. To ensure that any such independent engagement is accurately reflected in the Preliminary Budget (as defined in Section 3(b)) and Final Budget, by September 1 of each year, each Neighborhood District shall provide written notice to the Coordinating District of its intent to engage its own consultants for the upcoming calendar year. This notice shall include a description of the scope of work for each consultant and the specific Administrative Services to be performed independently by the Neighborhood District.

2. Construction Funding. Upon the issuance of debt, including bonds, loans or other obligations for the payment of which a Taxing District has promised to impose an ad valorem property tax mill levy, and/or collect fee revenue for payment (“**Debt**”), by any of the Districts, such District shall deposit the proceeds from such Debt issuance into a separate, dedicated account (the “**Project Fund**”) to be available to the Coordinating District for the payment of certified Construction costs.

(a) *Coordinating District Debt.* The Coordinating District is expected to issue Debt pursuant to the Pledge Agreements to fund the Construction of the Public Improvements. In the event the Coordinating District issues such Debt, the Coordinating District may access the related Project Funds to fund Construction costs only after obtaining an engineer’s certification of such Construction costs.

(b) *Neighborhood District Debt.* No District (other than the Coordinating District) shall issue Debt without the consent of the Coordinating District. In the event a Neighborhood District issues Debt, such Project Funds shall be available to the Coordinating District as described below. As Construction progresses, the Coordinating District may request payment related to Construction costs from any Neighborhood District that has issued Debt and holds proceeds in its Project Fund. Prior to seeking payment from a Neighborhood District’s Project Funds, the Coordinating District shall obtain an engineer’s certification of Construction costs once Construction costs have been incurred and prior to seeking payment from such Neighborhood District, the Coordinating District shall obtain and submit a written certification of such costs, prepared and signed by the Coordinating District’s engineer and accepted by the Coordinating District, to the applicable Neighborhood District. Upon receipt of any such certification, the Neighborhood District shall remit payment to the Coordinating District, or to

the party directed by the Coordinating District, in the certified amount from its Project Fund. In the event, the Neighborhood District's Project Fund has an insufficient balance to provide full payment of the certified amount, such Neighborhood District shall remit all remaining funds held in its Project Fund to the Coordinating District, or to a third party as directed by the Coordinating District. The Coordinating District shall determine, in its sole discretion, which Neighborhood District(s) it will request payment from and in what amount. Payment of the certified Construction costs shall be made by the Neighborhood District receiving the request within 30 days of receipt of the Coordinating District's certification. The failure to remit timely payment shall be deemed a material breach of this Agreement.

3. Integrated Budgeting and Funding of Operations and Maintenance Services and Administrative Services. To ensure adequate and coordinated funding for the Operation and Maintenance Services and Administrative Services, the Districts agree to the following process for annual budgeting and payment for the Operation and Maintenance Services and Administrative Services, including the imposition of the Recommended Contractual Levy (as defined in Section 3(g)):

(a) *Budget Committee.*

1. At such time as an End User (as defined below) holds one or more director positions on the Board of a Neighborhood District, an advisory committee shall be created for the purpose of providing a forum for open dialogue between the Districts and an opportunity for the Neighborhood Districts to provide the Coordinating District with input from the individual Neighborhood Districts and their respective District Representatives (as defined below) related to the Operations and Maintenance Services and Administrative Services (the "**Budget Committee**"). An "**End User**" shall mean any resident of the respective Neighborhood Districts or any owner of taxable property within the respective Neighborhood Districts who holds title to such property in his or her individual capacity. End Users shall specifically exclude any entity that constructs homes or commercial structures with the intention of selling to others.

2. The Budget Committee will consist of representatives (the "**District Representatives**") appointed by each of the Districts as described below. Each District may appoint up to two District Representatives to serve on the Budget Committee. District Representatives must be members of their respective Boards, and End Users shall be given preference when available and willing. No representative may be appointed if their participation would result in a quorum of any District's Board being present.

3. Each District Representative shall serve at the will and pleasure of the appointing District and may be removed by the appointing District, with or without cause, upon written notification of removal to the respective District Representative and the remaining Districts. A District Representative may resign at any time. Each District shall notify the remaining Districts in writing of any changes to such District's representative.

(b) *Preliminary Budget Preparation.*

1. Each year, the Coordinating District shall prepare a preliminary budget (the "**Preliminary Budget**") for the upcoming calendar year detailing the anticipated

costs for providing the Operation and Maintenance Services and Administrative Services. This Preliminary Budget must be delivered to each Neighborhood District by the second Friday in October and shall include detailed line items for Agent fees (expressly setting forth parks and recreation, landscaping, legal, accounting, auditing and management services), utility expenses, service provider contracts, intergovernmental agreements, and any other anticipated costs necessary for the performance of The Coordinating District's obligations under this Agreement.

2. The Preliminary Budget shall also include a proposed allocation of costs to each Neighborhood District for its share of the Operation and Maintenance Services and Administrative Services. This allocation will be based on relevant factors determined by The Coordinating District, which may include, without limitation:

- A. Whether a Neighborhood District has engaged its own consultants to perform any Administrative Services for that District;
- B. The acreage of the Neighborhood District;
- C. The number of dwelling units within the Neighborhood District;
- D. Whether the Neighborhood District disproportionately benefits from, or imposes disproportionate costs on, the Public Improvements or Administrative Services; and
- E. Any other reasonable criteria determined by the Coordinating District to ensure an equitable allocation of costs related to provision of the Operations and Maintenance Services and Administrative Services.

3. To facilitate this preparation of the Preliminary Budget, each Neighborhood District shall provide the following to The Coordinating District on or before September 1 of each year, commencing September 1, 2025:

- A. The preliminary certification of assessed value for such Neighborhood District, as provided by the Adams County Assessor.
- B. Written notice of intent to engage its own consultants to perform Administrative Services for the upcoming calendar year, if applicable. Such notice shall include the scope of work for each consultant and the types of Administrative Services to be provided independently by the Neighborhood District.

4. Any District Representative may request, in writing, that the Coordinating District provide specific supporting documents related to the Preliminary Budget at any time. The Coordinating District shall provide, or cause its accounting to provide, such requested supporting documents as it has in its possession or as are otherwise readily available to all District Representatives within a reasonable time after such request is made. The District Representatives for the Neighborhood Districts may provide comments and questions, in writing, related to the Preliminary Budget and supporting documents no later than the last Friday of October.

(c) *Annual Budget Conference.* If requested in writing by a majority of the District Representatives, the Budget Committee shall hold an annual work session to review and discuss the following years' budget (the "**Annual Budget Conference**") on or before the first Friday of November at the same place that regular meetings of the Coordinating District are held. At no point shall a quorum of the Board for any of the Districts be present at any Annual Budget Conference. As such, the Annual Budget Conferences shall not be meetings or work sessions of the Districts open to the public, and it is intended that only Agents, District Representatives, and consultants invited by each of the Districts will attend and participate.

1. If requested by any District Representative the agenda for each Annual Budget Conference shall include review and discussion of the following:

A. The Coordinating District's budget for the current calendar year, including discussion related to capital projects included in such budget;

B. The Coordinating District's current year and draft June 30 financial statements (or September 30, if available);

C. The Preliminary Budget for the upcoming calendar year;

D. Administrative Service Contracts the Coordinating District is a party to in the current calendar year;

E. Administrative Service Contracts the Coordinating District is, or anticipates being, a party to in the upcoming calendar year;

F. Administrative Service Contracts any Neighborhood District is a party to in the current calendar year;

G. Administrative Service Contracts any Neighborhood District is, or anticipates being, a party to in the upcoming calendar year;

H. Operational and maintenance items desired to be addressed by the Districts, either individually or collectively;

I. Operations and Maintenance Service Contracts the Coordinating District is a party to in the current calendar year; and

J. Operations and Maintenance Service Contracts the Coordinating District is, or anticipates being, a party to in the upcoming calendar year.

2. In advance of each Annual Budget Conference, District Representatives shall provide written questions as far in advance of the conference as is reasonable possible regarding Agenda Items (A) through (J) so that the Coordinating District can provide specific information in response to each question. A quorum for the Annual Budget Conference and any other conferences of the Budget Committee shall exist if a majority of the then appointed District Representatives are present and participating at such conference. Only if

a quorum of the Budget Committee is present shall the Budget Committee proceed with such conference.

3. If requested by the Budget Committee, legal counsel or another representative selected by the Coordinating District shall conduct the conference and shall keep minutes for each Annual Budget Conference of the Budget Committee as well as any other conferences of the Budget Committee, it is agreed that the minutes of the Annual Budget Conference shall include and incorporate, as an exhibit to such minutes, any written comments and questions provided by the Districts related to the Preliminary Budget and supporting documents, as well as any responses by the Coordinating District to the same, as provided for above in this Section. Within a reasonable time following each conference, counsel for the Coordinating District shall circulate copies of draft minutes to District Representatives for review and comment. If the District Representatives have any comments to such minutes, they shall provide them to counsel for the Coordinating District within 10 days after distribution. If counsel or the representative otherwise selected by the Coordinating District receives comments from District Representatives within such 10-day period, then counsel shall (i) incorporate such comments as notes to the minutes and identify the provider of such comments and (ii) circulate such annotated minutes as final minutes of such conference.

4. District Representatives shall provide copies of the minutes of all conferences of the Budget Committee, including the Annual Budget Conference, to the Board of their respective Districts and such Boards may reference and include them as part of each participating District's annual budget public hearing. District Representatives shall be responsible for keeping agendas, meeting packets and minutes of the Budget Committee's conferences and providing them to their respective Districts.

5. A majority of the District Representatives may request that the Budget Committee hold additional conferences, so long as they provide no less than 72 hours' notice of any such additional conference to the Districts and each District Representative. However, unless a majority of the District Representatives agree otherwise in writing, the Budget Committee shall confer no more frequently than once a quarter. Additional conferences shall be conducted, and minutes of additional conferences shall be prepared and circulated, in the same manner as Annual Budget Conferences are conducted and minutes of the Annual Budget Conferences are prepared and circulated.

(d) *Budget Approval.* It is anticipated that additions and/or deletions to the Preliminary Budget will be discussed and resolved at the Annual Budget Conference; however, unless otherwise agreed to by the Districts, on or before the second Friday of November of each year each Neighborhood District shall either: (i) approve the Preliminary Budget (in which case the Preliminary Budget shall become the "**Final Budget**") for the applicable calendar year, or (ii) propose in writing to the Coordinating District additions to and/or deletions from the Preliminary Budget that were either not resolved or discussed at the Annual Budget Conference. If any Neighborhood District does not provide a proposal for such additions to and/or deletions from the Preliminary Budget in writing by the second Friday in November, such Neighborhood District shall be deemed to have approved the Preliminary Budget as presented. If any Neighborhood District does timely provide additions to and/or deletions from the Preliminary Budget, the Districts shall discuss and attempt in good faith to reach an agreement with respect

to the Preliminary Budget on or before the third Friday of November of each year, which discussion may be done either through the Budget Committee or without additional input from the Budget Committee.

(e) *Failure to Agree and Default Budget.* In the event that the Coordinating District and any of the Neighborhood Districts are unable to agree with regard to any proposed additions and/or deletions to the Preliminary Budget by the third Friday of November of any year, then the Districts shall submit the Preliminary Budget to a Denver-based, JAMS mediator in an attempt to reach agreement with respect to the Preliminary Budget. In the event the Districts cannot agree on a resolution to the dispute related to the Preliminary Budget or schedule mediation via a Denver-based JAMS mediator, after a good faith attempt to do so, by December 10 of any year, the Preliminary Budget with any revisions agreed to by the Districts to date shall be incorporated into and deemed to be the Final Budget; provided, however, that such Final Budget shall not include expenditures exceeding the greatest of: (i) the amount of the expenditures set forth and appropriated in the Coordinating District's adopted budget for the current calendar year (after adjustment for "Inflation" and "Local Growth", as such terms are defined under Article X, Section 20 of the Colorado Constitution), as the same may have been amended; (ii) 120% of the expenditures set forth and appropriated in the adopted budget for the current calendar year, as the same may have been amended; and (iii) 120% of the expenditures set forth in the Preliminary Budget that the Districts have agreed upon to date to be included in the Final Budget for the ensuing year. The budgeting, appropriation, and payments of the amounts called for in the Final Budget shall be made by the Neighborhood Districts.

(f) *Budget Amendment.* If after adoption of the Final Budget it appears to the Coordinating District that expenditures for the year will exceed amounts as set forth in the Final Budget such that the Neighborhood Districts will have to appropriate additional funds for the payment of the expenditures for the year, the Coordinating District shall notify the Neighborhood Districts as soon as reasonably practicable, and shall prepare and submit a proposed budget amendment to the Final Budget (each a "**Preliminary Budget Amendment**") to the Neighborhood Districts for review and comment. Within 15 days of submission of a Preliminary Budget Amendment to the Neighborhood Districts, each Neighborhood Districts shall either: (i) approve the Preliminary Budget Amendment (in which case the Preliminary Budget Amendment shall become the "**Final Budget Amendment**"), or (ii) propose in writing to the Coordinating District additions to and/or deletions from the Preliminary Budget Amendment. If any Neighborhood District does not provide a proposal for additions to and/or deletions from the Preliminary Budget Amendment in writing within 15 days as required herein, such Neighborhood District shall be deemed to have approved the Preliminary Budget Amendment as presented. If any Neighborhood District does timely provide additions to and/or deletions from the Preliminary Budget Amendment, the Districts shall discuss and attempt in good faith to reach an agreement with respect to the Preliminary Budget Amendment within 30 days of the submission of the Preliminary Budget Amendment to the Neighborhood Districts from the Coordinating District, which discussion may be done either through the Budget Committee or without additional input from the Budget Committee. In the event that the Coordinating District and the Neighborhood Districts are unable to agree with regard to any proposed additions and/or deletions to the Preliminary Budget Amendment within the time provided herein, then the Districts shall submit the Preliminary Budget Amendment to a Denver-based, JAMS mediator in an attempt to reach agreement with respect to a Final Budget Amendment. In the event the

Districts cannot agree on a Final Budget Amendment or schedule mediation with a Denver-based JAMS mediator, after a good faith attempt to do so, within the time set forth above, the Preliminary Budget Amendment, with any revisions agreed to by the Districts to date, shall be incorporated into and deemed to be the Final Budget Amendment; provided, however, that the Final Budget Amendment shall not include expenditures equaling the greater of: (i) 120% higher than the expenditures set forth and appropriated in the Final Budget being amended by the Final Budget Amendment, or (ii) 120% of the expenditures set forth in the Preliminary Budget Amendment that the Districts have agreed upon to date to be included in the Final Budget Amendment. The budgeting, appropriation, and payments of the amounts called for in said Final Budget Amendment shall be made by the Neighborhood Districts.

(g) *Funding of Operations and Maintenance Services and Administrative Services.* For each year that this Agreement remains in effect, each Neighborhood District shall be obligated to fully fund its share of the costs of the Operations and Maintenance Services and Administrative Services, as set forth in the Final Budget and any Final Budget Amendment adopted for that year in accordance with this Agreement. This funding obligation shall be satisfied prior to the Neighborhood District making any other expenditures, including, without limitation, payments to any consultants independently retained by the Neighborhood District to perform Administrative Services.

1. Neighborhood Districts may derive revenue from the following sources (collectively referred to herein as the “**Operating Revenue**”):

A. **Recommended Contractual Levy Revenue.** Each Neighborhood District may fulfill this obligation using any lawful revenue sources (provided that such revenues are not pledged to Debt), including but not limited to: (i) the imposition of ad valorem property taxes, which, for purposes of this Agreement, shall be referred to as the “**Recommended Contractual Levy**”, (ii) specific ownership tax revenues collected pursuant to Section 42-3-107, C.R.S., or any successor statute, (iii) revenues received under a payment in lieu of taxes agreement (“**PILOT**”), under which the owner of tax-exempt property agrees to make payments in lieu of property taxes, and (iv) service fees or any other lawful charges collected in connection with the provision of Operations and Maintenance Services and Administrative Services (collectively, “**Fees**”).

B. **Board Discretion.** Because the Neighborhood Districts operate as a coordinated unit under the Service Plan, the Boards find it reasonable and proper that the Coordinating District calculate the suggested rate of the Recommended Contractual Levy for each Taxing District using the aggregate assessed valuation of all Taxing Districts so that the Recommended Contractual Levy will be the same in each Taxing District. Notwithstanding the prior sentence, the decision whether to impose all or part of the Recommended Contractual Levy and the mix of Operating Revenue sources (e.g., property taxes or Fees), shall remain within the discretion of the Board of each Neighborhood District; however, each Neighborhood District must ensure that the total Operating Revenue is sufficient to fully satisfy its funding obligation as reflected in the Final Budget and any Final Budget Amendment.

C. **Service Plan Limits.** The Recommended Contractual Levy is effectively in lieu of the Districts’ operating levy and such levy is subject to the “Maximum Operations and Maintenance Mill Levy” as set forth in Section VI.C.4 of the Service Plan.

D. **Statutory Revenue Limits Inapplicable.** Title 29, Article 1, Part 17, C.R.S. (“**Part 17**”), imposes certain limits on property tax revenues, Section 29-1-1705(1)(b)(II), C.R.S., but Part 17 expressly excludes “contractual obligations issued in accordance with the existing voted authorization of a local government approved by a majority of the local government’s voters voting thereon in accordance with section 20 of article X of the state constitution as of November 5, 2024”. This Agreement is issued pursuant to the authority of Ballot Issue E (as set forth in the recitals hereto) as approved by the Districts’ voters at the Election on November 4, 2019 and thus the exception to Part 17 under Section 29-1-1705(1)(b)(II), C.R.S., applies and the only limits on property tax revenues of the Taxing Districts are set forth in Ballot Issue E and the Service Plan.

2. **Other Levies Generally Prohibited.** Other than to pay the Pledge Agreements, no Taxing District shall impose an ad valorem property tax levy other than as expressly permitted by this Agreement. Notwithstanding the foregoing, a Taxing District may impose an additional ad valorem property tax levy above and beyond the Recommended Contractual Levy to pay for operating costs that are unique to that Taxing District and/or to pay for Administrative Services of the Taxing District if:

A. the Coordinating District and such Taxing District agree in advance in writing to the collection and use of the resulting revenues, including whether such revenues will be payable to the Coordinating District hereunder or be directly payable to such Taxing District and

B. such additional levy does not violate the Pledge Agreements or cause the Taxing District to exceed the Maximum Operation and Maintenance Mill Levy or cause the Taxing District to exceed the rate of the “Maximum Combined Mill Levy” as set forth in Section VI.C.4 of the Service Plan.

(h) *Collection of Delinquent Taxes.* Each Taxing District shall pursue all reasonable remedies to collect, or cause the Adams County Treasurer to collect, delinquent ad valorem taxes within its boundaries, including the Recommended Contractual Levy.

(i) *Maximum Tax Obligation.* In no event shall the total or annual obligations of any Taxing District hereunder (A) exceed the maximum amounts permitted under its electoral authority, (b) exceed the rate of the Maximum Operation and Maintenance Mill Levy, (c) cause a Taxing District to exceed the rate of the Maximum Combined Mill Levy or (d) violate the terms of either or both of the Pledge Agreements.

(j) *Findings and Determinations.* Each District acknowledges and agrees that it has actively participated in the development of the methodology for determining the costs of the Operations and Maintenance Services and Administrative Services and payment thereof. The Districts further acknowledge that such methodology and the related provisions of this Agreement are intended to reasonably and equitably allocate the cost of such services based on the mutual benefit each District receives from the Public Improvements and Administrative

Services. Accordingly, each District agrees and acknowledges that this Agreement imposes a binding obligation to fund its share of the costs for the Operations and Maintenance Services and Administrative Services, as set forth in the Final Budget and any applicable Final Budget Amendment, and in accordance with the funding provisions of this Agreement. So long as the cost determinations of the Coordinating District are made in accordance with the terms of this Agreement, such determinations shall be final and binding upon each Neighborhood District.

4. Payment Remittance. Each Neighborhood District shall remit to the Coordinating District all amounts owed for the Operations and Maintenance Services and Administrative Services, as determined under the Final Budget and any applicable Final Budget Amendment. Such amounts shall be remitted as soon as practicable upon receipt, and in no event later than the 20th day of the calendar month in which the revenue is received by the Neighborhood District. All payments shall be made in lawful money of the United States of America by check, wire transfer, or such other method as may be mutually agreed upon by the Districts. The Coordinating District shall keep a record of and account for all deposits made by the Neighborhood Districts in accordance with generally acceptable accounting principles.

5. Limited Defenses; Specific Performance. It is understood and agreed by each Party that its obligations hereunder are absolute, irrevocable, and unconditional except as specifically stated herein, and so long as any obligation of a Party hereunder remains unfulfilled, such Party agrees that notwithstanding any fact, circumstance, dispute, or any other matter, it will not assert any rights of setoff, counterclaim, estoppel, or other defenses to its obligations hereunder, or take or fail to take any action which would delay a payment to, or on behalf of the Coordinating District or impair the ability of the Coordinating District, to receive payments due hereunder. Notwithstanding that, this Agreement specifically prohibits and limits defenses and claims of the Districts, in the event that a Party believes that it has valid defenses, setoffs, counterclaims, or other claims other than specifically permitted by this Agreement, it shall, nevertheless, make all payments as described herein and then may attempt or seek to recover such payments by actions at law or in equity for damages or specific performance, respectively.

6. Events of Non-Compliance. The occurrence or existence of any one or more of the following events shall be an “**Event of Non-Compliance**” hereunder, and there shall be no default or Event of Non-Compliance hereunder except as provided in this Section:

1. A Neighborhood District fails or refuses to remit payment to the Coordinating District for certified Construction costs as required by the terms of this Agreement;

2. A Neighborhood District fails or refuses to remit payment to the Coordinating District for the Operations and Maintenance Services and Administrative Services as required by the terms of this Agreement;

3. Any representation or warranty made by any District in this Agreement proves to have been untrue or incomplete in any material respect when made and which untruth or incompleteness would have a material adverse effect upon any other District; or

4. Any District fails in the performance of any other of its covenants in this Agreement, and such failure continues for 30 days after written notice specifying such default and requiring the same to be remedied is given to any of the Districts hereto.

7. Remedies for Events of Non-Compliance. Upon the occurrence and continuance of an Event of Non-Compliance, any Party may proceed to protect and enforce its rights against the Party or Parties causing the Event of Non-Compliance by mandamus or such other suit, action, or special proceedings in equity or at law, in any court of competent jurisdiction, including an action for specific performance. In the event of any litigation or other proceeding to enforce any of the terms, covenants or conditions hereof, the prevailing Party in such litigation or other proceeding shall obtain, as part of its judgment or award, its reasonable attorneys' fees and costs. In no event shall any Party be entitled to consequential or punitive damages. Because the Neighborhood Districts operate as a coordinated unit under the Service Plan and any Event of Non-Compliance by one such Neighborhood District would adversely impact all of the others, the Boards find it reasonable and proper that during an Event of Non-Compliance the Coordinating Party may (a) ration or eliminate all or a portion of the Operations and Maintenance Services being provided to a Neighborhood District causing an Event of Non-Compliance or (b) reduce or eliminate the preferred access to recreational facilities provided to residents and taxpayers of such Neighborhood District during such Event of Non-Compliance. Nothing in this Agreement shall be construed as a waiver by any of the Parties of the protections and privileges of the Colorado Governmental Immunity Act (Title 24, Article 10, C.R.S.).

8. Voter Authorization. Each Neighborhood District's payment obligations under this Agreement are authorized by its respective voters and are binding multiple-calendar year financial obligations within the meaning of Article X, Section 20 of the Colorado Constitution.

9. Termination. The Parties acknowledge that they are part of an integrated project and community, that the Public Improvements are not easily partitioned among the Districts and that cooperation in the termination process will be necessary to ensure that the integrity and quality of the community is maintained. A Neighborhood District may terminate this Agreement solely as it relates to the provision of Administrative Services by the Coordinating District to that Neighborhood District, upon providing no less than 60 days' written notice to the Coordinating District. In the event of such termination: (i) as of the effective date of termination, the Coordinating District shall be fully relieved of any obligation to provide Administrative Services to the terminating Neighborhood District; and (ii) the terminating Neighborhood District shall be relieved of any further obligation to fund Administrative Services after the effective date of termination. Notwithstanding the foregoing, termination of Administrative Services shall not relieve the Neighborhood District of its obligation to pay its share of the costs of the Administrative Services for that calendar year, as set forth in the Final Budget and any Final Budget Amendment or to impose the Recommended Contractual Levy. Such payment shall be made in accordance with this Agreement and shall not be prorated or reduced due to termination of Administrative Services.

10. General Representations, Warranties and Covenants. In addition to other representations, warranties and covenants made by the Districts as set forth in this Agreement, each District hereby makes the following additional representations, warranties and covenants to each other District:

(a) *Authority.* Each District has the full right, power and authority to enter into and perform its obligations and the transactions contemplated under this Agreement.

(b) *Conflicts.* Neither the execution of this Agreement, the consummation of the transactions contemplated hereunder, nor the fulfillment of or the compliance with the terms and conditions of this Agreement by each District will conflict with or result in a breach of any terms, conditions, or provisions of, or constitute a default under, or result in the imposition of any prohibited lien, charge, or encumbrance of any nature under any agreement, instrument, indenture, or any judgment order, or decree to which a District is a District or by which a District is bound.

(c) *Enforceability.* This Agreement is valid, binding and legally enforceable obligation of each District and is enforceable in accordance with its terms.

(d) *Performance.* Each District will keep and perform all of the covenants and agreements contained herein and will take no action that could have the effect of rendering this Agreement unenforceable in any manner.

#### 11. Miscellaneous.

(a) *Assignment.* Except as set forth herein, neither this Agreement, nor any of a District's rights, obligations, duties or authority hereunder may be assigned in whole or in part by any District without the prior written consent of the other District. Any such attempt of assignment without the requisite consent will be deemed void and of no force and effect. Consent to one assignment will not be deemed to be consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

(b) *Modification.* This Agreement may be modified, amended, changed or terminated, except as otherwise provided herein, in whole or in part, only by an agreement in writing duly authorized and executed by the Districts. No consent of any third District will be required for the negotiation and execution of any such agreement.

(c) *Integration.* This Agreement contains the entire agreement between the Districts regarding the subject matter hereof, and no statement, promise or inducement made by any District or the agent of any District that is not contained in this Agreement or separate written instrument shall be valid or binding.

(d) *Severability.* If any clause or provision in this Agreement shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

(e) *District Dissolution.* In the event any District seeks to dissolve pursuant to the Special District Act, it will provide written notification of the filing or application for dissolution to the other District concurrently with such filing. No District that remains a Party to this Agreement will seek to dissolve so long as this Agreement is in effect without the prior written consent of all the other Parties hereto.

(f) *Survival of Obligations.* Unfulfilled obligations of the Districts arising under this Agreement will be deemed to survive the expiration of this Agreement or termination of this Agreement by court order. Said obligations will be binding upon and inure to the benefit of the Districts and their respective successors and permitted assigns.

(g) *Governing Law.* This Agreement will be governed and construed in accordance with the laws of the State and venue will be in District Court of Adams County.

(h) *Headings for Convenience Only.* The paragraph headings are inserted in this Agreement only as a matter of convenience and reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(i) *Time is of the Essence.* Time is of the essence hereof; provided, however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance will be extended to the next succeeding business day, unless otherwise expressly stated.

(j) *Persons Interested Herein.* Nothing expressed or implied in this Agreement is intended or will be construed to confer upon, or to give to, any person other than the Districts, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts will be for the sole and exclusive benefit of the Districts acting through their respective Boards. This Agreement will be construed as, and will be, an intergovernmental agreement between the Districts only.

(k) *Records.* Each District will have the right to access and review each other District's records and accounts, at reasonable times during the District's regular office hours, for purposes of determining compliance by such District with the terms of this Agreement, and such access will be subject to the provisions of Title 24, Article 72, Part 2, C.R.S., as amended from time to time (the "**Colorado Open Records Act**") and any policies adopted by the applicable District. In the event of disputes or litigation between the Districts, all access and requests for such records will be made in compliance with the Colorado Open Records Act and any applicable litigation discovery rules.

(l) *Attorneys' Fees and Costs.* To the extent permitted by law, in the event of any litigation between the Districts hereto concerning the enforcement or interpretation of this Agreement, the prevailing District(s) in such litigation will receive from the non-prevailing District(s), in addition to the amount of any judgment or other award entered therein, all reasonable costs and expenses incurred by the prevailing District(s) in such litigation, including attorneys' fees.

(m) *Compliance with Law.* Each District acknowledges and agrees it will comply with all federal, State, City, County and other applicable governmental laws, rules and regulations in effect from time to time and applicable to such District, its property and its operations.

(n) *Further Assurance.* Each District covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of such District's obligations hereunder.

(o) *Counterpart Execution.* This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

(p) *Negotiated Provisions.* This Agreement will not be construed more strictly against one District than against any other District, it being acknowledged that each District has contributed substantially and materially to the preparation of this Agreement.

(q) *Conclusive Recital.* This Agreement is executed pursuant to Title 11, Article 57, Part 2, C.R.S. (the "**Supplemental Act**"). Pursuant to Section 11-57-210 of the Supplemental Act, this Agreement contains a recital that it is issued pursuant to certain provisions of the Supplemental Act, and such recital is conclusive evidence of the validity and the regularity of this Agreement after its delivery for value.

(r) *Pledge of Revenue.* Subject to the annual appropriation by the respective District's Board, the creation, perfection, enforcement, and priority of the pledge of Operating Revenue by each District to secure or pay the obligations hereunder shall be governed by Section 11-57-208, C.R.S., of the Supplemental Act and this Agreement. Upon appropriation, the Operating Revenue shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against any of the Districts irrespective of whether such persons have notice of such liens.

(s) *No Recourse against Officers and Agents.* Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board of a District, or any officer, employee, engineer, attorney or agent of a District acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the Contractual Payment Obligation. Such recourse shall not be available either directly or indirectly through the Board of a District, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of this Agreement and as a part of the consideration hereof, each of the Parties specifically waives any such recourse.

(t) *Limitation of Actions.* Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization, execution, or delivery of this Agreement shall be commenced more than 30 days after the authorization of this Agreement by the respective Taxing District. For the avoidance of doubt, the 30 days shall expire on September 21, 2025 (30 days after approval of this Agreement by the Boards of the Coordinating District and District No. 2); for each of the Future Districts, the period shall expire 30 days after such Future District's Board has approved the Joinder.

***[Signature pages follow].***

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

REUNION RIDGE METROPOLITAN  
DISTRICT NO. 1, a quasi-municipal  
corporation and political subdivision of the State  
of Colorado

Signed by:  
By: Bertrand J. Bauer  
EBA838B5CCC54E6...  
President

ATTEST:

Signed by:  
Heidi Moore  
A4F5A5AE26A3468...  
Secretary

REUNION RIDGE METROPOLITAN  
DISTRICT NO. 2, a quasi-municipal  
corporation and political subdivision of the State  
of Colorado

Signed by:  
By: Bertrand J. Bauer  
EBA838B5CCC54E6...  
President

ATTEST:

Signed by:  
Heidi Moore  
A4F5A5AE26A3468...  
Secretary

## **EXHIBIT A**

### **OPERATIONS AND MAINTENANCE SERVICES TO BE PERFORMED BY THE COORDINATING DISTRICT**

1. Operation and maintenance of any Public Improvements not otherwise dedicated or conveyed to any other governmental entity or owners association for the benefit of the Districts.
2. Maintain common areas, parks, entry monuments, landscaping, open space tracts, recreational facilities and other community amenities.

**EXHIBIT B**

**ADMINISTRATIVE SERVICES TO BE PROVIDED BY THE COORDINATING DISTRICT**

1. Coordination of meetings, including but not limited to:
  - A. Preparation and distribution of meeting agendas and meeting packets.
  - B. Preparation of meeting minutes.
  - C. Preparation, filing, and posting of legal notices.
  - D. Other details incidental to meeting preparation and follow-up.
2. Monthly preparation of checks and posting with accounting firm.
3. Periodic coordination with accounting firm for financial report preparation and review of financial reports.
4. Insurance administration, including evaluating risks, comparing coverage, processing claims, completing applications, monitoring expiration dates, processing routine written and telephone correspondence, etc. Ensure that all Neighborhood Districts' contractors and subcontractors maintain required coverage for the Neighborhood Districts' benefit.
5. Election administration, including preparation of election materials, publications, legal notices, pleadings, conducting training sessions for election judges, and generally assisting in conducting the election.
6. Budget preparation, including preparation of proposed budgets in coordination with the accounting firm, preparation of required and necessary publications, legal notices, resolutions, certifications, notifications, and correspondence associated with the adoption of the annual budget, appropriation, and certification of the tax levy.
7. Response to inquiries, questions, and requests for information from Neighborhood Districts' property owners, residents, and others.
8. Oversee investment of Neighborhood Districts' funds.
9. Provide liaison and coordination with other governments.
10. Coordinate activities and provide information as requested to external auditors engaged by the Neighborhood Districts.
11. Coordinate legal, accounting, management and other professional services for the Neighborhood Districts.

Perform other services with respect to the operation and management of the Neighborhood Districts as requested.

**EXHIBIT C**

**JOINDER  
OF  
TAXING DISTRICT**

1. The undersigned, Reunion Ridge Metropolitan District No. [3/4], a Colorado quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. [3/4]**”), is referenced as a “**Future Party**” which will have certain rights and obligations pursuant to the following agreements:
  - a. The Senior Capital Pledge Agreement originally executed between Reunion Ridge Metropolitan District Nos. 1 and 2 (the “**Initial Parties**”) dated as of August 21, 2025 (as such agreement has been amended to the date hereof, the “**Senior Pledge Agreement**”).
  - b. The Subordinate Capital Pledge Agreement originally executed between the Initial Parties dated as of August 21, 2025 (as such agreement has been amended to the date hereof, the “**Subordinate Pledge Agreement**”).
  - c. The Inter-District Agreement regarding Construction, Operation and Maintenance of Public Improvements, and Administrative Services executed between the Initial Parties dated as of August 21, 2025 (as such agreement has been amended to the date hereof, the “**Operations Agreement**” and together with the Senior Pledge Agreement and the Subordinate Pledge Agreement, the “**Agreements**”).
2. The District hereby certifies to the Parties (as defined in the Agreements) that it has satisfied the “Initial Debt Limitation” under Section V(A)(14) of the Service Plan and is thus authorized to execute this Joinder under the Agreements as of the date hereof.
3. The Board of Directors of the District has approved becoming a Party under the Agreements, and hereby joins in the Agreements as a Taxing District, thereby agreeing to be bound by all obligations of a Taxing District under such Agreements, and being entitled to all rights granted to a Taxing District under such Agreements. In particular and without limiting the foregoing:
  - a. District No. [3/4] hereby pledges to impose the Senior Required Mill Levy and to pay the Senior Pledged Revenue to the Coordinating District for the Maximum Debt Mill Levy Imposition Term of 40 years beginning in levy year 20\_\_ (collection year 20\_\_) under the Senior Pledge Agreement,
  - b. District No. [3/4] hereby pledges to impose the Subordinate Required Mill Levy and to pay the Subordinate Pledged Revenue to the Coordinating District for the Maximum Debt Mill Levy Imposition Term of 40 years beginning in levy year 20\_\_

(collection year 20\_\_ ) under the Subordinate Pledge Agreement  
and

c. District No. [3/4] hereby agrees to join as a “Taxing District” as  
well as a “Neighborhood District” to the Operations Agreement.

4. Capitalized terms used but not otherwise defined in this Joinder have the  
meanings set forth in the Agreements.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_.

**REUNION RIDGE METROPOLITAN  
DISTRICT NO. [3/4]**

\_\_\_\_\_  
President

ATTESTED:

\_\_\_\_\_  
Secretary or Assistant Secretary

**EXHIBIT D**  
**TAX CERTIFICATION**  
**OF**  
**COORDINATING DISTRICT**

1. The undersigned, Reunion Ridge Metropolitan District No. 1, a Colorado quasi-municipal corporation and political subdivision of the State of Colorado (the “**Coordinating District**”), is a Party the following agreements:
  - a. The Senior Capital Pledge Agreement originally executed between the Coordinating District and Reunion Ridge Metropolitan District No. 2 (the “**Initial Parties**”) dated as of August 21, 2025 (as such agreement has been amended to the date hereof, the “**Senior Pledge Agreement**”).
  - b. The Subordinate Capital Pledge Agreement originally executed between the Initial Parties dated as of August 21, 2025 (as such agreement has been amended to the date hereof, the “**Subordinate Pledge Agreement**”).
  - c. The Inter-District Agreement regarding Construction, Operation and Maintenance of Public Improvements, and Administrative Services executed between the Initial Parties dated as of August 21, 2025 (as such agreement has been amended to the date hereof, the “**Operations Agreement**” and together with the Senior Pledge Agreement and the Subordinate Pledge Agreement, the “**Agreements**”).
2. The Coordinating District hereby certifies that it has satisfied the “Initial Debt Limitation” under Section V(A)(14) of the Service Plan and is thus authorized to execute this Tax Certification under the Agreements as of the date hereof.
3. The Board of Directors of the Coordinating District has approved becoming a Taxing District under the Agreements, agreeing to be bound by all obligations of a Taxing District under such Agreements, and being entitled to all rights granted to a Taxing District under such Agreements. In particular and without limiting the foregoing:
  - a. The Coordinating District hereby pledges to impose the Senior Required Mill Levy and to pay the Senior Pledged Revenue to the Coordinating District for the Maximum Debt Mill Levy Imposition Term of 40 years beginning in levy year 20\_\_ (collection year 20\_\_) under the Senior Pledge Agreement,
  - b. The Coordinating District hereby pledges to impose the Subordinate Required Mill Levy and to pay the Subordinate Pledged Revenue to the Coordinating District for the Maximum Debt Mill Levy Imposition Term of 40 years beginning in levy year 20\_\_ (collection year 20\_\_) under the Subordinate Pledge Agreement and

c. The Coordinating District hereby agrees to serve as a “Taxing District” under the terms of the Operations Agreement.

4. Capitalized terms used but not otherwise defined in this Tax Certification have the meanings set forth in the Agreements.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_.

**REUNION RIDGE METROPOLITAN  
DISTRICT NO. 1**

\_\_\_\_\_  
President

ATTESTED:

\_\_\_\_\_  
Secretary or Assistant Secretary

**EXHIBIT B**

**PUBLIC IMPROVEMENT PROJECTS**

**Report Period:** Calendar Year 2025

**REUNION RIDGE FILINGS 2 & 3**

Construction Summary:

Initial City acceptance was granted on September 19, 2025.

- Total Roadway and Drainage Construction Costs completed as of 2025: **\$4,604,922.85**

Initial South Adams County Water & Sanitation District (SACWSD) acceptance for public improvements including potable, irrigation and sanitary sewer was granted on 3/10/2025.

- Total Potable, Non-Potable, and Sanitary Construction Costs completed as of 2025: **\$1,374,104.86**

Initial acceptance for the underdrain system improvements was granted on 9/19/2025.

- Total Underdrain Construction Costs completed as of 2025: **\$44,649.53**

Initial acceptance for the Pond T improvements was granted on 9/19/2025.

- Total Pond T Improvements Costs completed as of 2025: **\$407,028.21**

**EXHIBIT C-1**

2026 Budget for District No. 1

**REUNION RIDGE METROPOLITAN DISTRICT NO. 1**  
**ANNUAL BUDGET**  
**FOR THE YEAR ENDING DECEMBER 31, 2026**

**REUNION RIDGE METROPOLITAN DISTRICT NO. 1  
SUMMARY  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

12/8/25

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ (13,679)	\$ (723,434)	\$ -
REVENUES			
Developer advance	6,023,477	4,326,804	27,234,712
Transfer from RRMD No. 2	12	42	288
Total revenues	<u>6,023,489</u>	<u>4,326,846</u>	<u>27,235,000</u>
Total funds available	<u>6,009,810</u>	<u>3,603,412</u>	<u>27,235,000</u>
EXPENDITURES			
General Fund	55,918	153,500	85,000
Capital Projects Fund	6,677,326	3,449,912	27,150,000
Total expenditures	<u>6,733,244</u>	<u>3,603,412</u>	<u>27,235,000</u>
Total expenditures and transfers out requiring appropriation	<u>6,733,244</u>	<u>3,603,412</u>	<u>27,235,000</u>
ENDING FUND BALANCES	<u>\$ (723,434)</u>	<u>\$ -</u>	<u>\$ -</u>

See summary of significant assumptions.

**REUNION RIDGE METROPOLITAN DISTRICT NO. 1  
PROPERTY TAX SUMMARY INFORMATION  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

12/8/25

ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
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**ASSESSED VALUATION**

Agricultural

\$	10	\$	10	\$	10
----	----	----	----	----	----

Certified Assessed Value

\$	10	\$	10	\$	10
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**MILL LEVY**

Total mill levy

0.000	0.000	0.000
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**PROPERTY TAXES**

Budgeted property taxes

\$	-	\$	-	\$	-
----	---	----	---	----	---

**BUDGETED PROPERTY TAXES**

General

\$	-	\$	-	\$	-
----	---	----	---	----	---

\$	-	\$	-	\$	-
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See summary of significant assumptions.

**REUNION RIDGE METROPOLITAN DISTRICT NO. 1  
GENERAL FUND  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

12/8/25

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ (6,490)	\$ (2,398)	\$ -
REVENUES			
Developer advance	59,998	155,856	84,712
Transfer from RRMD No. 2	12	42	288
Total revenues	<u>60,010</u>	<u>155,898</u>	<u>85,000</u>
Total funds available	<u>53,520</u>	<u>153,500</u>	<u>85,000</u>
EXPENDITURES			
General and administrative			
Accounting	13,723	23,000	20,000
Auditing	-	5,900	6,500
Dues and Membership	540	544	750
Insurance	6,292	6,498	7,500
District management	10,785	18,300	18,000
Legal	24,340	90,000	27,500
Miscellaneous	45	1,758	1,750
Election	193	4,500	-
Website	-	3,000	3,000
Total expenditures	<u>55,918</u>	<u>153,500</u>	<u>85,000</u>
Total expenditures and transfers out requiring appropriation	<u>55,918</u>	<u>153,500</u>	<u>85,000</u>
ENDING FUND BALANCES	<u>\$ (2,398)</u>	<u>\$ -</u>	<u>\$ -</u>

See summary of significant assumptions.

**REUNION RIDGE METROPOLITAN DISTRICT NO. 1  
CAPITAL PROJECTS FUND  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

12/8/25

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ (7,189)	\$ (721,036)	\$ -
REVENUES			
Developer advance	5,963,479	4,170,948	27,150,000
Transfer from RRMD No. 2	-	-	-
Total revenues	<u>5,963,479</u>	<u>4,170,948</u>	<u>27,150,000</u>
Total funds available	<u>5,956,290</u>	<u>3,449,912</u>	<u>27,150,000</u>
EXPENDITURES			
General and Administrative			
Accounting	-	5,000	10,000
Legal	13,688	10,000	10,000
Contingency	-	-	76,275
Capital Projects			
Repay developer advance	-	-	-
Reunion Ridge Filing 4 and 5	-	1,000,000	27,053,725
Reunion Ridge Amenity Site	-	-	-
Reunion Ridge Phase 2	6,663,638	-	-
Reunion Ridge Filing 2 and 3 Landscaping and Irrigation	-	2,434,912	-
Total expenditures	<u>6,677,326</u>	<u>3,449,912</u>	<u>27,150,000</u>
Total expenditures and transfers out requiring appropriation	<u>6,677,326</u>	<u>3,449,912</u>	<u>27,150,000</u>
ENDING FUND BALANCES	<u>\$ (721,036)</u>	<u>\$ -</u>	<u>\$ -</u>

See summary of significant assumptions.

**REUNION RIDGE METROPOLITAN DISTRICT NO. 1  
2026 BUDGETS  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

Reunion Ridge Metropolitan District No. 1 (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 for Adams County on November 14, 2019, and is governed pursuant to provisions of the Colorado Special District Act, Title 32, Article I, Colorado Revised Statutes. The organization was approved by eligible electors of the District at an election held on November 5, 2019. The District was organized in conjunction with Reunion Ridge Metropolitan District Nos. 2, 3, and 4.

At a special election of the eligible electors of the District on November 5, 2019, a majority of those qualified to vote voted in favor of certain ballot questions authorizing the issuance of indebtedness and imposition of taxes for the payment thereof, for the purpose of providing financing for the planning, design, acquisition, construction, installation, relocation, redevelopment, operations and maintenance of the public improvements within the District including streets, parks and recreation, water and wastewater facilities, transportation, mosquito control, safety protection, fire protection, television relay and translation, and security.

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**

**Developer Advance**

The District is in the development stage. As such, the Developer is expected to fund all of the District's operating expenditures in 2026. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer.

**Intergovernmental Transfers**

The District will provide certain operation, maintenance and administrative services benefitting Reunion Ridge Metro District No. 2. The District will pay all costs of such services through the imposition of property taxes and transferring the net tax revenues to the District.

**Expenditures**

**General and Administrative Expenditures**

General and administrative expenditures include the estimated costs of services necessary to maintain the District's administrative viability such as legal, accounting, district management, insurance and membership dues.

**REUNION RIDGE METROPOLITAN DISTRICT NO. 1  
2026 BUDGETS  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures – (continued)**

**Capital Outlay**

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

**Debt and Leases**

The District has no outstanding debt nor any capital or operating leases.

	Balance at December 31, 2024	Additions	Retirements	Balance at December 31, 2025	Due Within One Year
Other Debts:					
Developer Advance - Operating	\$ 156,517	\$ 155,856	\$ -	\$ 312,373	\$ -
Developer Advance - Capital	6,510,445	4,170,948	-	10,681,393	-
Accrued Interest on:					
Accrued Interest - Operating	14,705	17,000	-	31,705	-
Accrued Interest - Capital	265,902	658,511	-	924,413	-
Total Long-Term Obligations	<u>\$ 6,947,569</u>	<u>\$ 5,002,315</u>	<u>\$ -</u>	<u>\$ 11,949,884</u>	<u>\$ -</u>

	Balance at December 31, 2026	Additions	Retirements	Balance at December 31, 2027	Due Within One Year
Other Debts:					
Developer Advance - Operating	\$ 312,373	\$ 84,712	\$ -	\$ 397,085	\$ -
Developer Advance - Capital	10,681,393	27,150,000	-	37,831,393	-
Accrued Interest on:					
Accrued Interest - Operating	31,705	21,764	-	53,469	-
Accrued Interest - Capital	924,413	1,843,847	-	2,768,260	-
Total Long-Term Obligations	<u>\$ 11,949,884</u>	<u>\$ 29,100,323</u>	<u>\$ -</u>	<u>\$ 41,050,207</u>	<u>\$ -</u>

The table above is based on projected developer advances and is subject to change.

**Reserves**

**Emergency Reserve**

TABOR requires local governments to establish an Emergency Reserve. The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending, as defined under TABOR.

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

**EXHIBIT C-2**

2026 Budget for District No. 2

**REUNION RIDGE METROPOLITAN DISTRICT NO. 2**  
**ANNUAL BUDGET**  
**FOR THE YEAR ENDING DECEMBER 31, 2026**

**REUNION RIDGE METROPOLIATN DISTRICT NO. 2  
SUMMARY  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

12/9/25

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ 394	\$ 427	\$ 427
REVENUES			
Property taxes	42	41	277
Specific ownership taxes	2	2	15
Interest Income	2	-	-
Total revenues	<u>46</u>	<u>43</u>	<u>337</u>
Total funds available	<u>440</u>	<u>470</u>	<u>764</u>
EXPENDITURES			
General Fund	13	43	392
Total expenditures	<u>13</u>	<u>43</u>	<u>392</u>
Total expenditures and transfers out requiring appropriation	<u>13</u>	<u>43</u>	<u>392</u>
ENDING FUND BALANCES	<u>\$ 427</u>	<u>\$ 427</u>	<u>\$ 372</u>

**REUNION RIDGE METROPOLIATN DISTRICT NO. 2  
PROPERTY TAX SUMMARY INFORMATION  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

12/9/25

ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
----------------	-------------------	----------------

**ASSESSED VALUATION**

Agricultural	\$ 10	\$ 10	\$ 2,910
State assessed	20	20	-
Personal property	430	420	-
Certified Assessed Value	\$ 460	\$ 450	\$ 2,910

**MILL LEVY**

General	26.021	92.151	95.101
Debt Service	66.136	0.000	0.000
Total mill levy	92.157	92.151	95.101

**PROPERTY TAXES**

General	\$ 12	\$ 41	\$ 277
Debt Service	30	-	-
Levied property taxes	42	41	277
Budgeted property taxes	\$ 42	\$ 41	\$ 277

**BUDGETED PROPERTY TAXES**

General	\$ 12	\$ 41	\$ 277
Debt Service	30	-	-
Budgeted property taxes	\$ 42	\$ 41	\$ 277

**REUNION RIDGE METROPOLIATN DISTRICT NO. 2  
GENERAL FUND  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

12/9/25

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ 53	\$ 55	\$ 55
<b>REVENUES</b>			
Property taxes	12	41	277
Specific ownership taxes	1	2	15
Interest Income	2	-	-
Other Revenue	-	-	45
Total revenues	<u>15</u>	<u>43</u>	<u>337</u>
Total funds available	<u>68</u>	<u>98</u>	<u>392</u>
<b>EXPENDITURES</b>			
General and administrative			
County Treasurer's Fee	1	1	4
Contingency	-	-	100
Intergovernmental expenditures	12	42	288
Total expenditures	<u>13</u>	<u>43</u>	<u>392</u>
Total expenditures and transfers out requiring appropriation	<u>13</u>	<u>43</u>	<u>392</u>
ENDING FUND BALANCES	<u>\$ 55</u>	<u>\$ 55</u>	<u>\$ -</u>

**REUNION RIDGE METROPOLIATN DISTRICT NO. 2  
DEBT SERVICE FUND  
2026 BUDGET  
WITH 2024 ACTUAL AND 2025 ESTIMATED  
For the Years Ended and Ending December 31,**

12/9/25

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ 341	\$ 372	\$ 372
<b>REVENUES</b>			
Property taxes	30	-	-
Specific ownership taxes	1	-	-
Total revenues	31	-	-
Total funds available	372	372	372
<b>EXPENDITURES</b>			
Debt Service			
Bond interest	-	-	-
Total expenditures	-	-	-
Total expenditures and transfers out requiring appropriation	-	-	-
ENDING FUND BALANCES	\$ 372	\$ 372	\$ 372

**REUNION RIDGE METROPOLITAN DISTRICT NO. 2  
2026 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

Reunion Ridge Metropolitan District No. 2 (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 for Adams County on November 14, 2019, and is governed pursuant to provisions of the Colorado Special District Act, Title 32, Article I, Colorado Revised Statutes. The organization was approved by eligible electors of the District at an election held on November 5, 2019. The District was organized in conjunction with Reunion Ridge Metropolitan District Nos. 1, 3, and 4.

At a special election of the eligible electors of the District on November 5, 2019, a majority of those qualified to vote voted in favor of certain ballot questions authorizing the issuance of indebtedness and imposition of taxes for the payment thereof, for the purpose of providing financing for the planning, design, acquisition, construction, installation, relocation, redevelopment, operations and maintenance of the public improvements within the District including streets, parks and recreation, water and wastewater facilities, transportation, mosquito control, safety protection, fire protection, television relay and translation, and security.

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**

**Property Taxes**

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Pursuant to the Service Plan, the District is required to adjust its maximum Required Mill Levy for changes in the ratio of actual to assessed value of property within the District. As of December 31, 2026, the adjusted maximum mill levy for debt service is 68.249 mills. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable [and to make up any deficiencies in the Reserve Fund].

**REUNION RIDGE METROPOLITAN DISTRICT NO. 2  
2026 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues - (continued)**

**Property Taxes - (continued)**

The calculation of the taxes levied is displayed on Property Tax Summary page of the Budget at the adopted total mill levy.

For property tax collection year 2026, HB24B-1001 set the assessment rates as follows:

<b>Category</b>	<b>Rate</b>	<b>Category</b>	<b>Rate</b>
Single-Family Residential	6.25%	Agricultural Land	27.00%
Multi-Family Residential	6.25%	Renewable Energy Land	27.00%
Commercial	27.00%	Vacant Land	27.00%
Industrial	27.00%	Personal Property	27.00%
Lodging	27.00%	State Assessed	27.00%
		Oil & Gas Production	87.50%

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District’s share will be equal to approximately 5.5% of the property taxes collected by the Debt Service Fund.

**Expenditures**

**County Treasurer’s Fees**

County Treasurer’s fees have been computed at 1.5% of property tax collections.

**Debt and Leases**

The District has no capital or operating leases.

**Reserves**

**Emergency Reserve**

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since substantially all TABOR funds received by the District are transferred to District No. 1, which pays for the District’s operations and maintenance costs, an Emergency Reserve is not reflected in the District’s Budget.

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

**EXHIBIT D**

Application for Audit Exemption for fiscal year 2025 for District No. 2

# Application for Exemption From Audit Short Form

## Instructions

**If either revenues or expenditures exceed \$200,000, use the Long Form**

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed \$1,000,000 in the year.

**Exemptions from audit are NOT automatic**

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit **each year** and submit it to the Office of the State Auditor (OSA). Approval for an exemption from audit is granted only upon the review by the OSA.

Any preparer of an Application for Exemption from Audit — Short Form must be a person skilled in governmental accounting.

**Read ALL instructions before completing and submitting this form**

All applications must be filed with the OSA **within 3 months** after the accounting year-end.

For example, applications must be received by the OSA on or before March 31 for governments with a December 31 year-end. Applications for exemption from audit are not eligible for an extension of time.

Governmental activity should be reported on the modified accrual basis. Proprietary activity should be reported on a cash or budgetary basis.

**Important!**

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the **Modified Accrual Basis**.

Proprietary Activity should be reported on a **Budgetary Basis**.

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year. In that event, an audit shall be required.

**Postmark dates will not be accepted as proof of submission on or before the statutory deadline**

Prior year forms are obsolete and will not be accepted.

Applications must be fully and accurately completed. Applications submitted on forms other than those prescribed by the OSA will not be accepted.

For your reference, the Colorado Revised Statutes are available through the [LexisNexis Colorado portal](#).

## Checklist

- Has the preparer signed the application prior to board approval?
  - Has the entity corrected all prior year deficiencies as communicated by the OSA?
  - Has the application been **personally** reviewed and approved by the governing body?
  - Are all sections on the form complete, including responses to all of the questions?
  - Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?
- Will this application be submitted electronically?    Yes    No
- If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

- If yes, have you included a resolution?
  - Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?
  - Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.

Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)?  Yes  No

- If yes, does the application include **original ink signatures** from the **majority** of the governing body?

## Filing Methods

### Web Portal (recommended)

[apps.leg.co.gov/osa/lq](https://apps.leg.co.gov/osa/lq)

For faster processing, the web portal should be used for submissions.

### Mail

#### Office of the State Auditor

Local Government Audit Division  
1375 Sherman St., 5th Floor  
Denver, CO 80261-3000

**Questions? Email:** [osa.lg@coleg.gov](mailto:osa.lg@coleg.gov) **Phone:** 303-869-3000

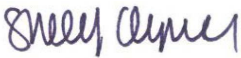
## Contact Information

For the year ended 12/31/2025 or the fiscal year ended \_\_\_\_\_.

Name of government	Reunion Ridge Metropolitan District No. 2
Street address	2001 16TH ST STE 1700
City, State, Zip	Denver, Colorado, 80202
Contact person	Shelby Clymer
Phone	(303) 779-5710
Email	shelby.clymer@claconnect.com

## Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	Shelby Clymer	
Title	Accountant for the District	
Firm name (if applicable)	CliftonLarsonAllen LLP	
Address	2001 16TH ST STE 1700 Denver, Colorado, 80202	
Phone	(303) 779-5710	
Preparer signature	Date prepared	
	3/4/2026	

See accompanying letter at the end of this form.

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

- Governmental (modified accrual basis)
- Proprietary (cash or budgetary basis)

**Part 1: Revenues**

**Part 1A: Revenues Table**

All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
1-1	Taxes: Property (report mills levied in line 9-12)	\$ 41
1-2	Specific ownership	\$ 2
1-3	Sales and use	
	Other (specify in line 1-4):	
1-4		
1-5	Licenses and permits	
1-6	Intergovernmental: Grants	
1-7	Conservation Trust Funds (Lottery)	
1-8	Highway Users Tax Funds (HUTF)	
	Other (specify in line 1-9):	
1-9		
1-10	Charges for services	
1-11	Fines and forfeits	
1-12	Special assessments	
1-13	Investment income	\$ 18
1-14	Charges for utility services	
1-15	Debt proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-16	Lease proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-17	Developer Advances received (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-18	Proceeds from sale of capital assets	
1-19	Fire and police pension	
1-20	Donations	
	Other (specify in lines 1-21 through 1-24)	
1-21		
1-22		
1-23		
1-24		
1-25	<b>TOTAL REVENUES</b> (add lines 1-1 through 1-24)	\$ 61

**IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.**

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

**Part 1B: Comments or Additional Information**

---

Please use the space below to provide any additional information (optional):

**Part 2: Expenditures/Expenses**

**Part 2A: Expenditures/Expenses Table**

All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
2-1	Administrative	\$ 1
2-2	Salaries	
2-3	Payroll taxes	
2-4	Contract services	
2-5	Employee benefits	
2-6	Insurance	
2-7	Accounting and legal fees	
2-8	Repair and maintenance	
2-9	Supplies	
2-10	Utilities and telephone	
2-11	Fire/Police	
2-12	Streets and highways	
2-13	Public health	
2-14	Capital outlay	
2-15	Utility operations	
2-16	Culture and recreation	
2-17	Debt service principal (should agree to Part 3, Debt Schedule Table 'Retired during year')	
2-18	Debt service interest	
2-19	Repayment of Developer Advances Principal (should agree to Part 3, Debt Schedule Table, column 'Retired during year')	
2-20	Repayment of Developer Advances Interest	
2-21	Contribution to pension plan	
2-22	Contribution to Fire & Police Pension Association	
2-23	Other (specify in lines 2-24 through 2-27)	
2-24	Transfer to District No. 1	\$ 58
2-25		
2-26		
2-27		
2-28	<b>TOTAL EXPENDITURES/EXPENSES</b> (Add lines 2-1 through 2-27)	\$ 59

**IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.**

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

**Part 2B: Comments or Additional Information**

---

Please use the space below to provide any additional information (optional):

**Part 3: Debt Outstanding, Issued, and Retired**

<b>3-1</b>	Does the entity have outstanding debt?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>3-2</b>	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.		
<b>3-3</b>	Is the debt repayment schedule attached?	<input type="radio"/> N/A	<input type="radio"/> Yes <input type="radio"/> No
	If no, MUST explain below.		
<b>3-4</b>	Is the entity current in its debt service payments?	<input type="radio"/> Yes	<input type="radio"/> No
	If no, MUST explain below.		
<b>3-5</b>	If no, also indicate if the government is in default with its bond agreements.	<input type="radio"/> Yes	<input type="radio"/> No

**Debt Schedule Table**

Please complete the following debt schedule, if applicable.  
Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Outstanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
<b>3-6</b>	General Obligation Bonds				\$ 0
<b>3-7</b>	Revenue Bonds				\$ 0
<b>3-8</b>	Notes/Loans				\$ 0
<b>3-9</b>	Lease & SBITA** Liabilities (GASB 87 & 96)				\$ 0
<b>3-10</b>	Developer Advances				\$ 0
	Other (specify in line 3-11)				
<b>3-11</b>					\$ 0
<b>3-12</b>	<b>TOTAL</b> (Add lines 3-6 through 3-11)	\$ 0	\$ 0	\$ 0	\$ 0

\*Must agree to prior year-end balance

\*\*Subscription-Based Information Technology Arrangements

Comments (optional)

<b>3-13</b>	Does the entity have any authorized but unissued debt as of its fiscal year-end?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
<b>3-14</b>	If yes, how much?	\$ 3,397,800,000	
<b>3-15</b>	Date the debt was authorized	11/5/2019	
<b>3-16</b>	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
<b>3-17</b>	If yes, how much?	\$ 141,575,000	
<b>3-18</b>	Date of the most recent Service Plan	12/5/2019	
<b>3-19</b>	Does the entity intend to issue debt within the next calendar year?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>3-20</b>	If yes, how much?		
<b>3-21</b>	Does the entity have debt that has been refinanced that it is still responsible for?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>3-22</b>	If yes, what is the amount outstanding?		
<b>3-23</b>	Does the entity have any lease agreements?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>3-24</b>	If yes, what is being leased?		
<b>3-25</b>	What is the original date of the lease?		
<b>3-26</b>	Number of years of lease?		
<b>3-27</b>	Is the lease subject to annual appropriation?	<input type="radio"/> Yes	<input type="radio"/> No
<b>3-28</b>	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

**Part 4: Cash and Investments**

Please provide the entity's cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	
4-2	Certificates of deposit	
4-3	<b>TOTAL CASH DEPOSITS</b> (Add lines 4-1 and 4-2)	\$ 0
<b>Investments</b> (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)		
4-4	COLOTRUST	\$ 487
4-5		
4-6		
4-7		
4-8		
4-9	<b>Total Investments</b> (Add lines 4-4 through 4-8)	\$ 487
4-10	<b>TOTAL CASH AND INVESTMENTS</b> (Add lines 4-3 and 4-9)	\$ 487

4-11	Are the entity's investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	<input type="radio"/> N/A	<input checked="" type="radio"/> Yes	<input type="radio"/> No
4-12	Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	
4-13	If no, MUST explain below.			
	N/A. The District has no cash deposits.			

Please use the space below to provide any additional information (optional).

**Part 5: Capital and Right-to-Use Assets**

<b>5-1</b>	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>5-2</b>	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	<input type="radio"/> Yes	<input type="radio"/> No
<b>5-3</b>	If no, MUST explain below.		

**Capital and Right-to-Use Assets Table**

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
<b>5-4</b>	Land				\$ 0
<b>5-5</b>	Buildings				\$ 0
<b>5-6</b>	Machinery and Equipment				\$ 0
<b>5-7</b>	Furniture and Fixtures				\$ 0
<b>5-8</b>	Infrastructure				\$ 0
<b>5-9</b>	Construction In Progress (CIP)				\$ 0
<b>5-10</b>	Leased & SBITA Right-to-Use Assets				\$ 0
	Other (explain in line 5-11)				
<b>5-11</b>					\$ 0
<b>5-12</b>	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				\$ 0
<b>5-13</b>	<b>TOTAL</b> (Add lines 5-4 through 5-12)	\$ 0	\$ 0	\$ 0	\$ 0

\*Must agree to prior year-end balance

\*\*Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

**Part 6: Pension Information**

<b>6-1</b>	Does the entity have an "old hire" firefighters' pension plan?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>6-2</b>	Does the entity have a volunteer firefighters' pension plan?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>6-3</b>	If yes, who administers the plan?		
	Indicate the contributions from the following in lines 6-4 through 6-6.		
<b>6-4</b>	Tax (property, specific ownership, sales, etc.)		
<b>6-5</b>	State contribution amount		
<b>6-6</b>	Other (gifts, donations, etc.)		
<b>6-7</b>	<b>TOTAL</b> (Add lines 6-4 through 6-6)		\$ 0
<b>6-8</b>	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

**Part 7: Budget Information**

<b>7-1</b>	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	<input type="radio"/> N/A	<input checked="" type="radio"/> Yes	<input type="radio"/> No
<b>7-2</b>	If no, MUST explain below.			
<b>7-3</b>	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	<input type="radio"/> N/A	<input checked="" type="radio"/> Yes	<input type="radio"/> No
<b>7-4</b>	If no, MUST explain below.			
If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.				

**Appropriation Amount by Fund Table**

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported. Ensure each individual fund's final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
<b>7-5</b>	General Fund	\$ 143
<b>7-6</b>	Debt Service Fund	\$ 373
<b>7-7</b>	Capital Project Fund	\$ 12,870,300
<b>7-8</b>		
<b>7-9</b>		

Please use the space below to provide any additional information (optional).

**Part 8: Taxpayer's Bill of Rights (TABOR)**

<b>8-1</b>	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
<b>8-2</b>	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

Please use the space below to provide any additional information (optional).

**Part 9: General Information**

<b>9-1</b>	Is this application for a newly formed governmental entity?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>9-2</b>	If yes, what was the date of formation		
<b>9-3</b>	Has the entity changed its name in the past or current year?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>9-4</b>	If yes, please list the NEW name below.		
<b>9-5</b>	If yes, please list the PRIOR name below.		
<b>9-6</b>	Is the entity a metropolitan district?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
<b>9-7</b>	Please indicate what services the entity provides below. See below		
<b>9-8</b>	Does the entity have an agreement with another government to provide services?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
<b>9-9</b>	If yes, list the name of the other governmental entity and the services provided below. See below		
<b>9-10</b>	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)	<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>9-11</b>	If yes, what was the date filed		
<b>9-12</b>	Does the entity have a certified mill levy?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report \$ amounts.)		
<b>9-13</b>	Bond redemption mills	0.000	
<b>9-14</b>	General/other mills	92.151	
<b>9-15</b>	<b>TOTAL MILLS</b> (Add lines 9-13 through 9-14)	92.151	
<b>9-16</b>	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	<input type="radio"/> N/A	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>9-17</b>	If no, please explain below.		

Please use the space below to provide any additional information (optional).

9-7: Provide financing for the planning, design, acquisition, construction, installation, relocation, redevelopment, operations and maintenance of the public improvements within the District including streets, parks and recreations, water and wastewater facilities, transportation, mosquito control, safety protection, fire protection, television relay and translation and security.

9-9: Reunion Ridge Metro District No. 1. The construction and operating costs of Reunion Ridge Metro District No. 1 (the "Coordinating District") will be financed by Reunion Ridge Metro District No. 2 (the "Financing District").

## Part 10: Governing Body Approval

<b>10-1</b>	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
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### Office of the State Auditor — Local Government Division Exemption Form Electronic Signature Policy and Procedure

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:


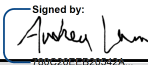
- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards must note their approval and submit the application using one of the following two methods:

- 1) Submit the application in hard copy via U.S. Mail, including original signatures.
- 2) Submit the application electronically via email and either:
  - a. include a copy of an adopted resolution that documents formal approval by the board; or
  - b. include electronic signatures obtained through a software program such as DocuSign or Echosign, in accordance with the requirements noted above.

### Governing Body Signatures

Print or type the names of all members of current governing body below.  
A majority of the members of the governing body must sign below.

Board Member 1		
Board member's name	Bertrand J. Bauer	
My term expires on	2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
		3/20/2026
Board Member 2		
Board member's name	Audrey Lam	
My term expires on	2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
		3/20/2026
Board Member 3		
Board member's name	Heidi Moore	
My term expires on	2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 4		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 5		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 6		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date



March 4, 2026

Board of Directors  
Reunion Ridge Metropolitan District No. 2  
Adams County, Colorado

The accompanying Application for Exemption from Audit (“Application”) was prepared by CliftonLarsonAllen, LLP in a format prescribed by the Colorado Office of the State Auditor which may differ from accounting principles generally accepted in the United States of America. The application is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party.