

RIVERDALE PEAKS II METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032

NOTICE OF JOINT SPECIAL MEETING AND AGENDA
OF THE BOARD OF DIRECTORS OF THE DISTRICT
AND OF THE RIVERDALE PEAKS II METROPOLITAN DISTRICT
WATER ACTIVITY ENTERPRISE

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Annette Peters	President	2022/May 2022
Amy Vasquez	Treasurer	2023/May 2022
Isaac Womack	Assistant Secretary	2023/May 2022
Jason C. Jose	Assistant Secretary	2022/May 2022
VACANT	Assistant Secretary	2023/May 2022
David Solin	Secretary	

DATE: **December 8, 2021 (Wednesday)**

TIME: **6:30 P.M.**

PLACE: THIS DISTRICT BOARD MEETING WILL BE HELD BY CONFERENCE CALL WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE CALL IN TO THE CONFERENCE BRIDGE AT 1-877-250-3814 AND WHEN PROMPTED, DIAL IN THE PASSCODE OF 5592663.

I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest. Confirm Quorum.

- B. Approve Agenda, confirm location of the meeting and posting of meeting notices.

- C. Review and approve the minutes of the July 28, 2021 Joint Special Meeting (enclosure).

- D. Discuss business to be conducted in 2022 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates and consider adoption of Resolution No. 2021-12-01 Establishing Regular Meeting Dates, Time, Location, Establishing District Website and Designating Location for Posting 24-Hour Notices (enclosure).

- E. Discuss §32-1-809, C.R.S. Transparency Notice reporting requirements and mode of eligible elector notification.
-

- F. Discuss status of District Website.
-

II. COMMUNITY COMMENTS

- A. _____

III. FINANCIAL MATTERS

- A. Review and ratify the approval of the payment of claims as follows (enclosures):

Fund	Period Ending July 31, 2021	Period Ending Aug. 31, 2021	Period Ending Sept. 23, 2021	Period Ending Oct. 29, 2021
General	\$ 2,369.12	\$ 1,452.91	\$ 2,484.03	\$ 2,041.34
Enterprise	\$ 8,141.46	\$ 12,866.36	\$ 7,559.41	\$ 9,393.95
Debt	\$ -0-	\$ -0-	\$ -0-	\$ 2,000.00
Total	\$ 10,510.58	\$ 14,319.27	\$ 10,043.44	\$ 13,435.29

Fund	Period Ending Nov. 15, 2021
General	\$ 1,595.01
Enterprise	\$ 5,992.81
Debt	\$ -0-
Total	\$ 7,587.82

- B. Review and accept unaudited financial statements for the period ending September 30, 2021 (enclosure).
-

- C. Consider engagement of Schilling & Company, Inc. to perform the 2021 Audit, for an amount not to exceed \$4,100 (enclosure).
-

- D. Conduct public hearing to consider Amendment to 2021 Budget and (if necessary) consider adoption of Resolution to Amend the 2021 Budget and Appropriate Expenditures.
-

- E. Consider making a final determination regarding the inability to make a scheduled bond payment (Section 32-1-903(3), C.R.S.).

- F. Conduct Public Hearing on the proposed 2022 Budget and consider adoption of Resolution No. 2021-12-__ to Adopt the 2022 Budget and Appropriate Sums of Money and Resolution No. 2021-12-__ to Set Mill Levies (for General Fund _____, Debt Service Fund _____ and Other Fund(s) _____ for a total mill levy of _____) (enclosures – preliminary assessed valuation, draft 2022 Budget and resolutions).

- G. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

- H. Discuss and consider adoption of Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan (enclosure).

- I. Consider appointment of District Accountant to prepare the 2023 Budget and set date for public hearing to adopt the 2023 Budget (_____, 2022).

IV. OPERATIONS AND MAINTENANCE

- A. Property Maintenance.
 - 1. Detention Pond cleanup.

 - 2. Landscaping.

 - a. Review and consider approval of proposal from Neighborhood Lawn Care, Inc. for plant installation at monument (enclosure).

 - b. Review and consider proposal from Neighborhood Lawn Care, Inc. for 2022 landscape maintenance (enclosure).

- c. Review and consider proposal from Neighborhood Lawn Care for 2022 detention pond maintenance (enclosure).
-

B. Water Operations.

1. Review reports from Ramey Environmental Compliance, Inc. regarding operation of water system for the months beginning June 2021 through October 2021 (enclosures).
-
2. Review Water Rights and Usage Report (enclosure).
-

C. Update from the Water Budget Review Committee.

1. Discuss Board Direction to the Water Budget Review Committee and Consultants, if necessary.
-
2. Discuss adjustments or amendments to the District's or Water Activity Enterprise's Rules and Regulations regarding the irrigation water allocation, and consider adoption of Resolution regarding same (if necessary).
-
3. Other.
-

V. LEGAL MATTERS

- A. Discuss May 3, 2022 Regular Directors' election regarding new legislative requirements and related expenses for same. Consider adoption of Resolution No. 2021-12-____; Resolution Calling a Regular Election for Directors on May 3, 2022, appointing the Designated Election Official ("DEO"), and authorizing the DEO to perform all tasks required for the conduct of mail ballot election (enclosure). Self-Nomination forms are due by February 25, 2022. Discuss the need for ballot issues and/or questions.
-

VI. OTHER MATTERS

- A. _____

VII. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2021.**

Informational Enclosure:

- Memo regarding New Rate Structure from Special District Management Services, Inc.

RECORD OF PROCEEDINGS

**MINUTES OF A JOINT SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
RIVERDALE PEAKS II METROPOLITAN DISTRICT
AND
RIVERDALE PEAKS II METROPOLITAN DISTRICT
WATER ACTIVITY ENTERPRISE
HELD
JULY 28, 2021**

A joint special meeting of the Board of Directors of the Riverdale Peaks II Metropolitan District and the Board of Directors of the Water Activity Enterprise (referred to hereafter, collectively, as the “Board”) convened on Wednesday, the 28th day of July, 2021, at 6:00 P.M. Due to concerns regarding the spread of the coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this Joint Special Meeting was held by conference call without any individuals (neither district representatives nor the general public) attending in person. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Amy Vasquez
Isaac Womack
Jason Jose

The absence of Director Annette Peters was excused and Amy Vasquez was appointed acting President for this meeting only.

Also In Attendance Were:

David Solin; Special District Management Services, Inc.

MaryAnn M. McGeady, Esq.; McGeady Becher P.C.

Wayne Ramey; Ramey Environmental Compliance (for a portion of the meeting)

Dawn Schilling; Schilling & Company, Inc. (for a portion of the meeting)

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Mr. Solin noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board

RECORD OF PROCEEDINGS

members prior to this meeting in accordance with the statute. Attorney McGeady noted that all Directors are residents within the District and Disclosure Statements were filed with the Secretary of State's office 72-hours prior to the meeting, as required.

ADMINISTRATIVE MATTERS

Agenda: Mr. Solin distributed for the Board's review and approval a proposed Agenda for the Joint Special Meeting.

Following discussion, upon motion duly made by Director Vasquez, seconded by Director Jose and, upon vote, unanimously carried, the Agenda was approved, as amended and excused the absence of Annette Peters. Director Amy Vasquez was appointed acting President for this meeting only.

Approval of Meeting Location: The Board discussed the requirements of Section 32-1-903(1), C.R.S., concerning the location of the Joint Special Meeting.

Following discussion, upon motion duly made by Director Vasquez, seconded by Director Jose and, upon vote, unanimously carried, the Board determined that due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in person contact, the District meetings were held by conference call. The Board further noted that notice of the time, date and conference bridge information was duly posted and that it has not received any objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within the District's boundaries.

November 18, 2020 Special Meeting Minutes: The Board reviewed the Minutes of the November 18, 2020 Joint Special Meeting.

Following discussion, upon motion duly made by Director Vasquez, seconded by Director Jose and, upon vote, unanimously carried, the Board approved the Minutes of the November 18, 2020 Joint Special Meeting.

COMMUNITY COMMENTS

Community Comments: There were no comments at this time.

FINANCIAL MATTERS

Payment of Claims: The Board considered ratifying the approval of the payment of claims as follows:

RECORD OF PROCEEDINGS

Fund	Period Ending Nov. 10, 2020	Period Ending Dec. 14, 2020	Period Ending Jan. 31, 2021	Period Ending Feb. 28, 2021
General	\$ 1,046.91	\$ 9,167.93	\$ 1,042.18	\$ 2,310.91
Enterprise	\$ 6,104.90	\$ 4,647.51	\$ 8,076.06	\$ 4,614.40
Debt	\$ 2,000.00	\$ -0-	\$ -0-	\$ -0-
Total	\$ 9,151.81	\$ 13,815.44	\$ 9,118.24	\$ 6,925.31

Fund	Period Ending March 19, 2021	Period Ending April 30, 2021	Period Ending May 14, 2021	Period Ending June 10, 2021
General	\$ 1,870.30	\$ 1,304.17	\$ 1,913.03	\$ 5,641.37
Enterprise	\$ 6,642.73	\$ 5,194.49	\$ 8,980.62	\$ 6,921.21
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 8,513.03	\$ 6,498.66	\$ 10,893.65	\$ 12,562.58

Following discussion, upon motion duly made by Director Vasquez, seconded by Director Womack and, upon vote, unanimously carried, the Board ratified approval of the payment of claims.

The Board then considered approval of the payment of claims through the period ending July 31, 2021, in the amount of \$10,510.58.

Following discussion, upon motion duly made by Director Vasquez, seconded by Director Womack and, upon vote, unanimously carried, the Board approved the payment of claims for the period ending July 31, 2021.

Unaudited Financial Statements/Schedule of Cash Position: Mr. Solin reviewed the unaudited financial statements of the District setting forth the cash position, investments, budget analysis, and accounts payable vouchers for the period ending June 30, 2021.

Following review and discussion, upon motion duly made by Director Jose, seconded by Director Womack and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District setting forth the cash position, investments, budget analysis, and accounts payable vouchers for the period ending June 30, 2021 as presented.

2020 Audit: Ms. Schilling reviewed the 2020 draft Audited Financial Statements with the Board.

Following review and discussion, upon motion duly made by Director Womack, seconded by Director Vasquez, and, upon vote, unanimously carried, the Board approved the 2020 Audited Financial Statements and authorized execution of the Representations Letter.

RECORD OF PROCEEDINGS

Final Determination of Inability to Make a Scheduled Bond Payment (Section 32-1-903(3), C.R.S.): Following discussion, upon motion duly made by Director Womack, seconded by Director Vasquez and, upon vote, unanimously carried, the Board acknowledged the District's inability to make the scheduled bond interest payment.

Placement Agent: The Board discussed possible placement agents for refunding of the District's Bonds.

Following discussion, upon motion duly made by Director Womack, seconded by Director Jose, and, upon vote, unanimously carried, the Board directed staff to obtain proposals for a placement agent and appointed Director Vasquez to the Finance Committee to review and select proposals for further Board consideration.

OPERATIONS AND MAINTENANCE

Property Maintenance:

Detention Pond Cleanup: Mr. Solin updated the Board on the status of 2020 cleanup and planned work for 2021.

Landscape Management (Pond) Services: The Board reviewed the Service Agreement with Powell Restoration, Inc. for Landscape Management (Pond) Services.

Following discussion, upon motion duly made by Director Vasquez, seconded by Director Jose, and, upon vote, unanimously carried, the Board ratified approval of the Service Agreement with Powell Restoration, Inc. for Landscape Management (Pond) Services.

Landscaping: Mr. Solin updated the Board on the status of landscaping.

Landscape Maintenance Services: The Board reviewed the Service Agreement with Neighborhood Lawn Care, Inc. for landscape maintenance services.

Following discussion, upon motion duly made by Director Vasquez, seconded by Director Jose, and, upon vote, unanimously carried, the Board ratified approval of the Service Agreement with Neighborhood Lawn Care, Inc. for landscape maintenance services.

Water Operations:

Reports from Ramey Environmental Compliance, Inc.: Mr. Ramey reviewed and discussed with the Board the Ramey Environmental Compliance, Inc. reports

RECORD OF PROCEEDINGS

regarding the operation of the water system, for the months beginning October 2020 through May 2021. Copies of the reports are attached hereto and incorporated herein by this reference.

Change Order No. 1 to the Service Agreement for Water Operational Services between the District and Ramey Environmental Compliance, Inc.: The Board reviewed Change Order No. 1 to the Service Agreement for Water Operational Services between the District and Ramey Environmental Compliance, Inc., extending the Service Agreement to December 31, 2021.

Following discussion, upon motion duly made by Director Womack, seconded by Director Vasquez, and, upon vote, unanimously carried, the Board ratified approval Change Order No. 1 to the Service Agreement for Water Operational Services between the District and Ramey Environmental Compliance, Inc., extending the Service Agreement to December 31, 2021.

Change Order No. 2 to the Service Agreement for Water Operational Services between the District and Ramey Environmental Compliance, Inc.: The Board reviewed Change Order No. 2 to the Service Agreement for Water Operational Services between the District and Ramey Environmental Compliance, Inc., to install CL17 and Sc200.

Following discussion, upon motion duly made by Director Womack, seconded by Director Vasquez, and, upon vote, unanimously carried, the Board ratified approval Change Order No. 2 to the Service Agreement for Water Operational Services between the District and Ramey Environmental Compliance, Inc., to install CL17 and Sc200.

Water Budget Review Committee:

Water Rates, Landscape Requirements and Possible Covenant Amendments: Mr. Ramey presented to the Board a status update and reported on water options.

Water Budget Review Committee: The Board discussed the appointment of a Water Budget Review Committee.

Following discussion, upon motion duly made by Director Vasquez, seconded by Director Jose, and, upon vote, unanimously carried, the Board appointed Director Womack to review proposals prepared by Mr. Ramey, Mr. Solin and Mr. Palazzari and to select a proposal to implement.

The Board determined to hold a public hearing for a rule change during the November meeting.

RECORD OF PROCEEDINGS

Generator Annual Maintenance: The Board reviewed the proposal from Generator Source LLC to perform annual maintenance on generator.

Following discussion, upon motion duly made by Director Vasquez, seconded by Director Jose, and, upon vote, unanimously carried, the Board ratified approval of the proposal from Generator Source to perform annual maintenance on the generator.

LEGAL MATTERS

First Amendment to Resolution No. 2013-11-04 Regarding Colorado Open Records Act: The Board reviewed the First Amendment to Resolution No. 2013-11-04 Regarding Colorado Open Records Act.

Following review, upon motion duly made by Director Jose, seconded by Director Womack, and, upon vote, unanimously carried, the Board approved the First Amendment to Resolution No. 2013-11-04 Regarding Colorado Open Records Act.

OTHER MATTERS

The Board expressed its appreciation to Andy Palazzari for his efforts on the Water Study Committee.

ADJOURNMENT

There being nothing further for the Board to discuss at this time, upon motion duly made by Director Jose, seconded by Director Womack, and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

RESOLUTION NO. 2021-12-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE RIVERDALE PEAKS II METROPOLITAN DISTRICT
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION,
ESTABLISHING DISTRICT WEBSITE AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

- A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.
- B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.
- C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.
- D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting, if a special district posts the Notice of Meeting online at a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.
- E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.
- F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.
- G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Riverdale Peaks II Metropolitan District (the “**District**”), Adams County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.

3. That regular meetings of the District Board for the year 2022 shall be held on _____ at _____, at _____ [indicate physical location and/or virtual location (telephonically, electronically, or by other means)].

4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

5. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.

6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.

7. That the District Board authorizes establishment of a District Website, if such District Website does not already exist, in order to provide full and timely notice of meetings of the District Board online pursuant to the provisions of Section 24-6-402(2)(c)(III), C.R.S.
REMOVE IF DISTRICT DECIDES NOT TO ESTABLISH WEBSITE AT THIS TIME

8. That, if the District has established a District Website, the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to each meeting pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.
REMOVE IF DISTRICT DECIDES NOT TO ESTABLISH WEBSITE AT THIS TIME

9. That, if the District has not yet established a District Website or is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) Next to Mail Kiosk on Uinta

10. Jason Jose, or his designee, is hereby appointed to post the above-referenced notices.

[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, ESTABLISHING DISTRICT WEBSITE AND DESIGNATING LOCATION FOR 24-HOUR NOTICES]

RESOLUTION APPROVED AND ADOPTED on December 8, 2021.

**RIVERDALE PEAKS II
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary

**Riverdale Peaks II Metropolitan District
July-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Action Fire Hydrant Service, LLC	481	7/1/2021	7/31/2021	\$ 1,250.00	Maintenance	47247
Century Link	997B June 2021	6/4/2021	6/5/2021	\$ 133.72	Utilities	47850
Freedom Mailing Services, Inc.	40739	6/21/2021	7/21/2021	\$ 38.23	Billing	47210
Neighborhood Lawn Care, Inc	2753	7/1/2021	7/31/2021	\$ 368.11	Landscape Maintenance	17510
Neighborhood Lawn Care, Inc	2730	6/18/2021	7/18/2021	\$ 550.00	Landscape Maintenance	17510
Neighborhood Lawn Care, Inc	2762	7/2/2021	8/1/2021	\$ 486.34	Landscape Improvements	17512
Powell Restoration Inc.	6275	6/28/2021	6/28/2021	\$ 465.00	Landscape Improvements	17512
Ramey Environmental Compliance	22434	6/24/2021	6/24/2021	\$ 527.17	Chemicals & Supplies	47270
Ramey Environmental Compliance	22434	6/24/2021	6/24/2021	\$ 78.60	Testing	47260
Ramey Environmental Compliance	22434	6/24/2021	6/24/2021	\$ 1,819.17	Operations	47240
Ramey Environmental Compliance	22388	6/29/2021	7/29/2021	\$ 698.92	Equipment Repair	47248
Special Dist Mgmt Srvs	Jun-21	6/30/2021	6/30/2021	\$ 222.75	District Management	47440
Special Dist Mgmt Srvs	Jun-21	6/30/2021	6/30/2021	\$ 165.00	Accounting	47000
Special Dist Mgmt Srvs	Jun-21	6/30/2021	6/30/2021	\$ 222.75	District Management	17440
Special Dist Mgmt Srvs	Jun-21	6/30/2021	6/30/2021	\$ 105.32	Miscellaneous	17480
Special Dist Mgmt Srvs	Jun-21	6/30/2021	6/30/2021	\$ 824.50	Billing	47210
Special Dist Mgmt Srvs	Jun-21	6/30/2021	6/30/2021	\$ 165.00	Accounting	17000
United Power	12902200 June 2021	6/3/2021	6/3/2021	\$ 1,281.00	Utilities	47850
United Power	13052501 June 2021	6/28/2021	7/19/2021	\$ 202.45	Utilities	47850
United Power	13812503 June 2021	6/3/2021	6/3/2021	\$ 20.53	Utilities	47850
United Power	13813503 June 2021	6/3/2021	6/23/2021	\$ 20.22	Utilities	47850
Utility Notification Center	221061239	6/30/2021	6/30/2021	\$ 6.60	Miscellaneous	17480
Xcel Energy	736121702	6/15/2021	7/6/2021	\$ 859.20	Utilities	47850
				\$10,510.58		

Riverdale Peaks II Metropolitan District
July-21

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 2,369.12		\$ 8,141.46	\$ 10,510.58
				\$ -
Total Disbursements from Checking Acct	\$2,369.12	\$0.00	\$8,141.46	\$10,510.58

**Riverdale Peaks II Metropolitan District
August-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Century Link	997B July 2021	7/4/2021	8/13/2021	\$ 127.52	Utilities	47850
Freedom Mailing Services, Inc.	40924	7/12/2021	8/11/2021	\$ 37.95	Billing	47210
McGeady Becher P.C.	654M 06/2021	6/30/2021	6/30/2021	\$ -	Legal Services	17460
Neighborhood Lawn Care, Inc	2797	8/1/2021	8/31/2021	\$ 368.11	Landscape Maintenance	17510
Powell Restoration Inc.	6319	7/13/2021	7/13/2021	\$ 465.00	Landscape Improvements	17512
Ramey Environmental Compliance	22561	7/24/2021	8/23/2021	\$ 78.60	Testing	47260
Ramey Environmental Compliance	22561	7/24/2021	8/23/2021	\$ 1,875.00	Operations	47240
Ramey Environmental Compliance	22636	8/10/2021	9/9/2021	\$ 6,967.17	Operations	47240
Special Dist Mgmt Srvs	Jul-21	7/31/2021	7/31/2021	\$ 353.50	District Management	47440
Special Dist Mgmt Srvs	Jul-21	7/31/2021	7/31/2021	\$ 154.00	Accounting	47000
Special Dist Mgmt Srvs	Jul-21	7/31/2021	7/31/2021	\$ 353.50	District Management	17440
Special Dist Mgmt Srvs	Jul-21	7/31/2021	7/31/2021	\$ 112.30	Miscellaneous	17480
Special Dist Mgmt Srvs	Jul-21	7/31/2021	7/31/2021	\$ 585.00	Billing	47210
Special Dist Mgmt Srvs	Jul-21	7/31/2021	7/31/2021	\$ 154.00	Accounting	17000
United Power	13813503 July 2021	6/1/2021	6/1/2021	\$ 20.22	Utilities	47850
United Power	12902200 July 2012	6/1/2021	6/1/2021	\$ 1,481.38	Utilities	47850
United Power	13812503 July 2021	7/1/2021	7/1/2021	\$ 20.43	Utilities	47850
United Power	13052501 July 2021	7/28/2021	7/28/2021	\$ 202.45	Utilities	47850
Utility Notification Center	64820-221071262	7/31/2021	7/31/2021	\$ 1.32	Miscellaneous	17480
Xcel Energy	739887025	7/14/2021	8/3/2021	\$ 961.82	Utilities	47850
				\$14,319.27		

Riverdale Peaks II Metropolitan District
August-21

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 1,452.91		\$ 12,866.36	\$ 14,319.27
				\$ -
Total Disbursements from Checking Acct	\$1,452.91	\$0.00	\$12,866.36	\$14,319.27

**Riverdale Peaks II Metropolitan District
September-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Action Fire Hydrant Service LLC	485	7/20/2021	9/20/2021	\$ 950.00	Hydrant Repair	47247
Badger Meter	80080212	8/30/2021	9/29/2021	\$ 6.54	Meter Fee	46460
Century Link	997B August 2021	8/4/2021	9/17/2021	\$ 127.52	Utilities	47850
Freedom Mailing Services, Inc.	41129	8/12/2021	9/11/2021	\$ 37.95	Billing	47210
McGeady Becher P.C.	654M 07/2021	7/31/2021	7/31/2021	\$ 200.00	Legal Services	17460
Neighborhood Lawn Care, Inc	2833	9/1/2021	10/1/2021	\$ 368.11	Landscape Maintenance	17510
Neighborhood Lawn Care, Inc	2847	9/7/2021	10/7/2021	\$ 550.00	Landscape Maintenance	17510
Powell Restoration Inc.	6463	8/25/2021	8/25/2021	\$ 465.00	Landscape Improvements	17512
Ramey Environmental Compliance	22706	8/24/2021	9/23/2021	\$ 28.80	Testing	47260
Ramey Environmental Compliance	22706	8/24/2021	9/23/2021	\$ 1,725.00	Operations	47240
Ramey Environmental Compliance	22662	8/12/2021	9/11/2021	\$ 900.96	Operations	47240
Special Dist Mgmt Srvs	Aug-21	8/31/2021	8/31/2021	\$ 556.25	District Management	47440
Special Dist Mgmt Srvs	Aug-21	8/31/2021	8/31/2021	\$ 77.00	Accounting	47000
Special Dist Mgmt Srvs	Aug-21	8/31/2021	8/31/2021	\$ 556.25	District Management	17440
Special Dist Mgmt Srvs	Aug-21	8/31/2021	8/31/2021	\$ 267.67	Miscellaneous	17480
Special Dist Mgmt Srvs	Aug-21	8/31/2021	8/31/2021	\$ 333.50	Billing	47210
Special Dist Mgmt Srvs	Aug-21	8/31/2021	8/31/2021	\$ 77.00	Accounting	17000
United Power	12902200 August 2021	8/4/2021	8/4/2021	\$ 1,747.12	Utilities	47850
United Power	13052501 August 2021	8/26/2021	8/26/2021	\$ 202.45	Utilities	47850
United Power	13812503 August 2021	8/1/2021	8/1/2021	\$ 20.54	Utilities	47850
United Power	13813503 August 2021	8/4/2021	8/4/2021	\$ 20.25	Utilities	47850
Xcel Energy	743857636	8/12/2021	9/1/2021	\$ 825.53	Utilities	47850

\$10,043.44

Riverdale Peaks II Metropolitan District
September-21

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 2,484.03		\$ 7,559.41	\$ 10,043.44
			\$	-
Total Disbursements from Checking Acct	\$2,484.03	\$0.00	\$7,559.41	\$10,043.44

**Riverdale Peaks II Metropolitan District
October-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
BOKF NA	5127007	9/23/2021	9/23/2021	\$ 2,000.00	Paying agent / trustee fees	27450
Badger Meter	80082210	9/29/2021	10/29/2021	\$ 6.54	Meter Fee	46460
Ballard, Cynthia	9172021	9/17/2021	9/18/2021	\$ 180.07	Billing	47210
Century Link	997B Sept. 2021	9/4/2021	10/18/2021	\$ 127.52	Utilities	47850
Colorado Special District P&L	POL-0007596	9/8/2021	9/8/2021	\$ 450.00	Prepaid Expense	11240
Freedom Mailing Services, Inc.	41326	9/14/2021	10/14/2021	\$ 39.60	Billing	47210
Generator Source	148001271	9/14/2021	10/14/2021	\$ 617.42	Generator Preventative Mtce	47242
McGeady Becher P.C.	654m 08/2021	8/31/2021	8/31/2021	\$ 200.00	Legal Services	17460
Neighborhood Lawn Care, Inc	2875	10/1/2021	10/31/2021	\$ 368.11	Landscape Maintenance	17510
Powell Restoration	6551	9/27/2021	9/27/2021	\$ 465.00	Landscape Improvements	17512
Ramey Environmental Compliance	22856	9/27/2021	9/27/2021	\$ 494.81	Testing	47260
Ramey Environmental Compliance	22856	9/27/2021	9/27/2021	\$ 1,761.64	Operations	47240
Ramey Environmental Compliance	22894	9/23/2021	9/27/2021	\$ 1,729.92	Equipment Repairs	47248
Ramey Environmental Compliance	22772	9/15/2021	9/27/2021	\$ 445.92	Equipment Repairs	47248
Special Dist Mgmt Srvs	Sep-21	9/30/2021	9/30/2021	\$ 323.25	District Management	47440
Special Dist Mgmt Srvs	Sep-21	9/30/2021	9/30/2021	\$ 38.00	Accounting	47000
Special Dist Mgmt Srvs	Sep-21	9/30/2021	9/30/2021	\$ 323.25	District Management	17440
Special Dist Mgmt Srvs	Sep-21	9/30/2021	9/30/2021	\$ 193.02	Miscellaneous	17480
Special Dist Mgmt Srvs	Sep-21	9/30/2021	9/30/2021	\$ 877.50	Billing	47210
Special Dist Mgmt Srvs	Sep-21	9/30/2021	9/30/2021	\$ 38.00	Accounting	17000
UNCC	64820-221091245	9/30/2021	9/30/2021	\$ 3.96	Miscellaneous	17480
United Power	13812503 Sept. 2021	9/3/2021	9/3/2021	\$ 20.54	Utilities	47850
United Power	12902200 Sept. 2021	9/3/2021	9/3/2021	\$ 1,736.59	Utilities	47850
United Power	13052501 Sept. 2021	9/27/2021	9/27/2021	\$ 202.45	Utilities	47850
United Power	13813503 Sept. 2021	9/3/2021	9/3/2021	\$ 20.33	Utilities	47850
Xcel Energy	748054184	9/14/2021	10/4/2021	\$ 771.85	Utilities	47850

\$ 13,435.29

Riverdale Peaks II Metropolitan District
October-21

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 2,041.34	\$ 2,000.00	\$ 9,393.95	\$ 13,435.29
				\$ -
Total Disbursements from Checking Acct	\$2,041.34	\$2,000.00	\$9,393.95	\$13,435.29

**Riverdale Peaks II Metropolitan District
November-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Badger Meter	80084271	10/29/2021	11/28/2021	\$ 5.40	Meter Fee	46460
CDPHE	FGD20210045	11/15/2021	11/30/2021	\$ 75.00	Miscellaneous	47480
Century Link	Oct-21	10/4/2021	11/15/2021	\$ 126.84	Utilities	47850
Colorado Community Media	40356	11/5/2021	12/5/2021	\$ 25.24	Miscellaneous	17480
Freedom Mailing Services, Inc.	41536	10/14/2021	11/13/2021	\$ 40.32	Billing	47210
McGeady Becher P.C.	654M 9/2021	9/30/2021	9/30/2021	\$ -	Legal Services	17460
Neighborhood Lawn Care, Inc	2914	11/1/2021	12/1/2021	\$ 368.11	Landscape Maintenance	17510
Powell Restoration Inc.	6637	10/25/2021	10/25/2021	\$ 465.00	Landscape Improvements	17512
Ramey Environmental Compliance	23004	10/24/2021	11/23/2021	\$ 1,661.25	Testing	47260
Ramey Environmental Compliance	23004	10/24/2021	11/23/2021	\$ 749.15	Operations	47240
Special Dist Mgmt Srvs	Oct-21	11/15/2021	11/15/2021	\$ 498.25	District Management	47440
Special Dist Mgmt Srvs	Oct-21	11/15/2021	11/15/2021	\$ 39.00	Accounting	47000
Special Dist Mgmt Srvs	Oct-21	11/15/2021	11/15/2021	\$ 498.25	District Management	17440
Special Dist Mgmt Srvs	Oct-21	11/15/2021	11/15/2021	\$ 121.77	Miscellaneous	17480
Special Dist Mgmt Srvs	Oct-21	11/15/2021	11/15/2021	\$ 525.50	Billing	47210
Special Dist Mgmt Srvs	Oct-21	11/15/2021	11/15/2021	\$ 39.00	Accounting	17000
United Power	13812503 10-2021	10/6/2021	10/6/2021	\$ 20.43	Utilities	47850
United Power	12902200 10-2021	10/25/2021	10/25/2021	\$ 1,384.18	Utilities	47850
United Power	13052501 10-2021	10/25/2021	10/25/2021	\$ 202.45	Utilities	47850
United Power	13813503 10-2021	10/1/2021	10/1/2021	\$ 20.23	Utilities	47850
Utility Notification Center	221101275	10/31/2021	10/31/2021	\$ 2.64	Miscellaneous	17480
Xcel Energy	752057917	10/13/2021	11/2/2021	\$ 719.81	Utilities	47850
				\$ 7,587.82		

**Riverdale Peaks II Metropolitan District
November-21**

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 1,595.01		\$ 5,992.81	\$ 7,587.82
				\$ -
Total Disbursements from Checking Acct	\$1,595.01	\$0.00	\$5,992.81	\$7,587.82

RIVERDALE PEAKS II METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2021

	<u>Rate</u>	<u>Operating</u>	<u>Debt Service</u>	<u>Enterprise</u>	<u>Total</u>
Checking:					
1st Bank Checking Acct		\$ 22,568.95	\$ (7,185.65)	\$ 73,100.93	\$ 88,484.23
Investments:					
C-Safe	0.01%	394,161.12	126,206.28	0.33	520,367.73
Trust Funds					
Bond Fund			2.23		2.23
TOTAL FUNDS:		<u>\$ 416,730.07</u>	<u>\$ 119,022.86</u>	<u>\$ 73,101.26</u>	<u>\$ 608,854.19</u>

2021 Mill Levy Information

Certified General Fund Mill Levy	43.120
Certified Debt Service Fund Mill Levy	<u>63.986</u>
Total Certified Mill Levy	<u>107.106</u>

Board of Directors

- * Annette Peters
- * Isaac Womack
- * Jason Jose
- * Amy Vasquez

* authorized signer on the checking account

RIVERDALE PEAKS II METROPOLITAN DISTRICT
UNAUDITED FINANCIAL STATEMENTS
September 30, 2021

RIVERDALE PEAKS II METROPOLITAN DISTRICT
Combined Balance Sheet - All Fund Types and Account Groups
September 30, 2021

	<u>General</u>	<u>Debt Service</u>	<u>Enterprise</u>	<u>Long Term Debt</u>	<u>Fixed Assets</u>	<u>Total</u>
Assets						
1st Bank Checking Acct	\$ 22,569	\$ (7,186)	\$ 73,101	\$ -	\$ -	\$ 88,484
C-Safe	394,161	126,206	0	-	-	520,368
Bond Fund	-	2	-	-	-	2
Property taxes receivable	181	270	-	-	-	451
Accounts Receivable	-	-	5,811	-	-	5,811
Total Current Assets	<u>416,911</u>	<u>119,293</u>	<u>78,912</u>	<u>-</u>	<u>-</u>	<u>615,116</u>
Other Debits						
Amount available in DSF	-	-	-	119,023	-	119,023
Amount to be Provided	-	-	-	5,949,968	-	5,949,968
Total Other Debits	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,068,991</u>	<u>-</u>	<u>6,068,991</u>
Capital Assets						
Land	-	-	-	-	20	20
Pump Station	-	-	-	-	1,123,277	1,123,277
Water System	-	-	-	-	2,225,459	2,225,459
Landscaping	-	-	-	-	272,081	272,081
Accumulated Depreciation	-	-	-	-	(1,002,618)	(1,002,618)
Total Capital Assets	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,618,219</u>	<u>2,618,219</u>
Total Assets	<u>\$ 416,911</u>	<u>\$ 119,293</u>	<u>\$ 78,912</u>	<u>\$ 6,068,991</u>	<u>\$ 2,618,219</u>	<u>\$ 9,302,326</u>
Liabilities						
Long Term Liabilities						
Developer Adv Payable	\$ -	\$ -	\$ 114,731	\$ -	\$ -	\$ 114,731
Accrued Interest on Dev Adv-Ef	-	-	104,923	-	-	104,923
Developer Adv-Capital	-	-	-	1,151,454	-	1,151,454
Developer Adv-GF	-	-	-	365,069	-	365,069
Accrued Inter-Dev Adv-Capital	-	-	-	1,103,451	-	1,103,451
Accrued Int-Dev Adv Operations	-	-	-	384,017	-	384,017
Bonds Payable	-	-	-	3,065,000	-	3,065,000
Total Long Term Liabilities	<u>-</u>	<u>-</u>	<u>219,653</u>	<u>6,068,991</u>	<u>-</u>	<u>6,288,645</u>
Deferred Inflows of Resources						
Deferred Property Taxes	181	270	-	-	-	451
Total Deferred Inflows of Resources	<u>181</u>	<u>270</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>451</u>
Fund Balance						
Investment in fixed assets	-	-	-	-	2,618,219	2,618,219
Fund Balance	301,550	18,259	(142,751)	-	-	177,058
Current Year Earnings	115,180	100,764	2,009	-	-	217,953
Total Fund Balances	<u>416,730</u>	<u>119,023</u>	<u>(140,741)</u>	<u>-</u>	<u>2,618,219</u>	<u>3,013,231</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 416,911</u>	<u>\$ 119,293</u>	<u>\$ 78,912</u>	<u>\$ 6,068,991</u>	<u>\$ 2,618,219</u>	<u>\$ 9,302,326</u>

RIVERDALE PEAKS II METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 9 Months Ending
September 30, 2021
General Fund

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
Revenues					
Property taxes	\$ 52,768	\$ 132,795	\$ 132,976	\$ (181)	99.9%
Specific ownership tax	2,404	6,670	7,979	(1,309)	83.6%
Interest income	202	284	3,500	(3,216)	8.1%
Total Revenues	<u>55,374</u>	<u>139,748</u>	<u>144,455</u>	<u>(4,707)</u>	<u>96.7%</u>
Expenditures					
Accounting	396	1,384	3,000	1,616	46.1%
County Treasurer's fee	793	1,993	1,995	2	99.9%
Insurance and Bonds	-	8,405	7,750	(655)	108.5%
District Management	1,133	2,522	5,000	2,478	50.4%
Legal Services	200	1,000	2,800	1,800	35.7%
Miscellaneous	617	2,045	3,000	955	68.2%
Banking fees	20	100	100	-	100.0%
Landscape Maintenance	704	2,913	5,000	2,087	58.3%
Landscape Improvements	1,881	4,206	32,000	27,794	13.1%
Contingency	-	-	10,000	10,000	0.0%
Total Expenditures	<u>5,743</u>	<u>24,568</u>	<u>70,645</u>	<u>46,077</u>	<u>34.8%</u>
Excess (Deficiency) of Revenues Over Expenditures	49,631	115,180	73,810	41,370	
Transfers and Other Financing Sources (Uses)					
Transfer to Enterprise Fund	-	-	(50,000)	50,000	
Emergency Reserve	-	-	(4,334)	4,334	
Total Transfers and Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>(54,334)</u>	<u>54,334</u>	
Change in Fund Balance	49,631	115,180	19,476	95,704	
Beginning Fund Balance	367,099	301,550	145,007	156,543	
Ending Fund Balance	<u>\$ 416,730</u>	<u>\$ 416,730</u>	<u>\$ 164,483</u>	<u>\$ 252,247</u>	

RIVERDALE PEAKS II METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 9 Months Ending
September 30, 2021
Debt Service Fund

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
Revenues					
Property taxes	\$ 78,303	\$ 197,055	\$ 197,325	\$ (270)	99.9%
Specific ownership tax	3,568	9,897	5,750	4,147	172.1%
Interest income	4	17	500	(483)	3.3%
Total Revenues	<u>81,874</u>	<u>206,969</u>	<u>203,575</u>	<u>3,394</u>	<u>101.7%</u>
Expenditures					
Auditing	-	4,100	6,000	1,900	68.3%
County Treasurer's fee	1,176	2,957	2,960	3	99.9%
Interest expense - bonds	-	99,148	190,000	90,853	52.2%
Paying agent / trustee fees	-	-	2,000	2,000	0.0%
Total Expenditures	<u>1,176</u>	<u>106,205</u>	<u>200,960</u>	<u>94,755</u>	<u>52.8%</u>
Excess (Deficiency) of Revenues Over Expenditures	80,698	100,764	2,615	98,149	
Beginning Fund Balance	38,325	18,259	15,070	3,189	
Ending Fund Balance	<u>\$ 119,023</u>	<u>\$ 119,023</u>	<u>\$ 17,685</u>	<u>\$ 101,338</u>	

RIVERDALE PEAKS II METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 9 Months Ending
September 30, 2021
Enterprise Fund

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
Revenues					
Water Charges	\$ 32,759	\$ 67,528	\$ 75,000	\$ (7,472)	90.0%
Other income	-	351	-	351	-
Meter Fee	(7)	(367)	-	(367)	-
Total Revenues	<u>32,752</u>	<u>67,512</u>	<u>75,000</u>	<u>(7,488)</u>	<u>90.0%</u>
Expenditures					
Accounting	396	2,021	4,000	1,979	50.5%
Billing	1,857	5,036	3,100	(1,936)	162.4%
Operations	13,287	22,344	18,000	(4,344)	124.1%
Generator Preventative Mtce	-	4,856	-	(4,856)	-
Hydrant Repair	2,200	2,200	-	(2,200)	-
Equipment Repair	699	699	15,000	14,301	4.7%
Testing	186	447	3,500	3,053	12.8%
Chemicals & Supplies	527	2,354	5,650	3,296	41.7%
Generator Maintenance	-	-	1,500	1,500	0.0%
Transient Voltage Surge Suppre	-	-	5,500	5,500	0.0%
VFD for Emergency Pumps	-	-	15,000	15,000	0.0%
Spare Chlorine Pump	-	-	1,500	1,500	0.0%
Developer Advance Interest	2,024	6,007	-	(6,007)	-
District Management	1,133	2,390	4,000	1,610	59.7%
Miscellaneous	-	59	1,200	1,141	4.9%
Utilities	8,274	17,090	21,000	3,910	81.4%
Fuel Generator	-	-	800	800	0.0%
Floor Water alarm	-	-	1,300	1,300	0.0%
Total Expenditures	<u>30,584</u>	<u>65,503</u>	<u>101,050</u>	<u>35,547</u>	<u>64.8%</u>
Excess (Deficiency) of Revenues Over Expenditures	2,169	2,009	(26,050)	28,059	
Transfers and Other Financing Sources (Uses)					
Transfer from General Fund	-	-	50,000	(50,000)	
Total Transfers and Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>50,000</u>	<u>(50,000)</u>	
Change in Fund Balance	<u>2,169</u>	<u>2,009</u>	<u>23,950</u>	<u>(21,941)</u>	
Beginning Fund Balance	(142,910)	(142,751)	-	(142,751)	
Ending Fund Balance	<u>\$ (140,741)</u>	<u>\$ (140,741)</u>	<u>\$ 23,950</u>	<u>\$ (164,691)</u>	



SCHILLING & COMPANY, INC.

Certified Public Accountants

P.O. Box 631579
HIGHLANDS RANCH, CO 80163

PHONE: 720.348.1086
FAX: 720.348.2920

November 16, 2021

Riverdale Peaks II Metropolitan District
c/o Special District Management Services, Inc.
141 S. Union Blvd., Suite 150
Lakewood, CO 80228

Board of Directors:

We are pleased to confirm our understanding of the services we are to provide Riverdale Peaks II Metropolitan District (District) for the year ended December 31, 2021.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities and each major fund including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2021. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI, if presented, in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The RSI, as listed in the table of contents of the basic financial statements, is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

We have also been engaged to report on supplementary information, if presented, other than RSI that accompanies the District's financial statements. We will subject the supplementary information, as listed in the table of contents of the basic financial statements, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

In connection with our audit of the basic financial statements, we will read the other information, if presented, as listed in the table of contents of the basic financial statements, and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation of the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

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

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

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

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise a substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and

liabilities by correspondence with selected individuals, funding sources, customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

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

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the District in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Schilling & Company, Inc., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Schilling & Company, Inc. is not involved, you agree to clearly indicate in the exempt offering document that Schilling & Company, Inc. is not involved with the contents of such offering document.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles, if presented. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information

contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant those emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Schilling & Company, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulators and their designees. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Schilling & Company, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators or its designee. The regulators or their designees may intend or decide to distribute the copies or information contained therein to others, including other agencies.

Dawn Schilling is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$4,100, unless matters arise as discussed below. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Any calculations performed in connection with the District's TABOR compliance will be billed at our standard hourly rate of \$185.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements which may also address other information in accordance with AU-C 720, The Auditor's Responsibilities Relating to Other Information Included in Annual Reports. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express our opinions or withdraw from this engagement.

In accordance with C.R.S. § 8-17.5-101, *et seq.*, the Company hereby certifies to the District that:

The Company hereby states to the District that the Company does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101 C.R.S.) in order to confirm the employment eligibility of all employees of the Company who are newly hired to perform work under the Agreement.

In accordance with §8-17.5-102 C.R.S., the Company shall not:

- (a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or
- (b) Enter into a contract with a subcontractor that fails to certify to the Company that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

The Company represents and warrants it has confirmed the employment eligibility of all of its employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

The Company is prohibited from using the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

If the Company obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Company shall:

- (a) Notify the subcontractor and the District within three days that the Company has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (b) Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Company shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

If the Company violates any provision of § 8-17.5-102, C.R.S., the District may terminate the Agreement immediately and the Company shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Company to the Colorado Secretary of State, as required by law.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

SCHILLING & COMPANY, INC.

Schilling & Company, Inc.

RESPONSE:

This letter correctly sets forth the understanding of Riverdale Peaks II Metropolitan District.

Board Member Signature: _____

Title: _____

Date: _____

CERTIFICATION OF VALUATION BY ADAMS COUNTY ASSESSOR

Name of Jurisdiction: 208 - RIVERDALE PEAKS II METRO DISTRICT

IN ADAMS COUNTY ON 8/24/2021

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY
--

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2021 IN ADAMS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$3,083,870
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$3,014,050
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$3,014,050
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD ## OR LAND (29-1-301(1)(b) C.R.S.):	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$450.91

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TAVOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2021 IN ADAMS COUNTY, COLORADO ON AUGUST 25, 2021

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$37,512,912
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$0
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
<small>(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)</small>	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

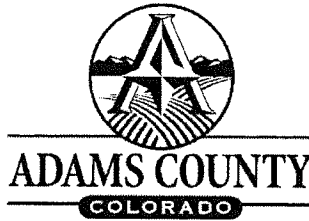
% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->	\$0
---	-----

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2021

Data Date: 8/24/2021

Ken Musso
ASSESSOR



Assessor's Office
4430 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
PHONE 720.523.6038
FAX 720.523.6037
www.adcogov.org

August 25, 2021

RIVERDALE PEAKS II METRO DISTRICT
SPECIAL DISTRICT MANAGEMENT SERVICES INC
Attn: DAVID A SOLIN
141 UNION BLVD STE 150
LAKEWOOD CO 80228-1898

AUG 30 2021

To DAVID A SOLIN:

Enclosed is the 2021 preliminary valuation. This valuation along with all other statutory requirements is on the enclosed form. A final certification of value will be sent out on or before December 10, 2021.

This value is subject to change by the County Board of Equalization, Board of Assessment Appeals and the State Board of Equalization as provided by law.

2021 UPDATE: House Bill 21-1312, increase the exemption threshold on personal property accounts from \$7,900 to \$50,000. This means all personal property accounts that have a value of \$7,901 or more, and below \$50,000 that were previously taxable are now exempt. The state will be reimbursing the lost revenue to all taxing entities. The last line of this Certification of Valuation has not been filled in for the preliminary Certification, but the amount will be provided on the December re-Certification.

Sincerely,

A handwritten signature in black ink, appearing to read 'KM', with a long horizontal flourish extending to the right.

Ken Musso
Adams County Assessor
KM/rmb

RIVERDALE PEAKS II METROPOLITAN DISTRICT
Assessed Value, Property Tax and Mill Levy Information

	2020 Actual	2021 Adopted Budget	2022 Preliminary Budget
Assessed Valuation	\$ 2,810,430	\$ 3,083,870	\$ 3,014,050
Mill Levy			
General Fund	43.120	43.120	43.120
Debt Service Fund	63.986	63.986	63.986
Temporary Mill Levy Reduction	-	-	-
Refunds and Abatements	-	-	0.149
Total Mill Levy	<u>107.106</u>	<u>107.106</u>	<u>107.255</u>
Property Taxes			
General Fund	\$ 121,186	\$ 132,976	\$ 129,966
Debt Service Fund	179,828	197,325	192,857
Temporary Mill Levy Reduction	-	-	-
Refunds and Abatements	-	-	449
Actual/Budgeted Property Taxes	<u>\$ 301,014</u>	<u>\$ 330,301</u>	<u>\$ 323,272</u>

RIVERDALE PEAKS II METROPOLITAN DISTRICT

GENERAL FUND

2022 Preliminary Budget

with 2020 Actual, 2021 Budget, and 2021 Estimated

	2020 Actual	01/21-09/21 YTD Actual	2021 Adopted Budget	2021 Estimated	2022 Preliminary Budget
BEGINNING FUND BALANCE	\$ 196,377	\$ 301,550	\$ 145,007	\$ 301,550	\$ 262,270
REVENUE					
Property taxes	121,186	132,795	132,976	132,976	129,966
Specific ownership tax	8,894	6,670	7,979	7,979	7,798
Interest income	1,361	284	3,500	325	350
Other income	-	-	-	-	-
Total Revenue	<u>131,441</u>	<u>139,748</u>	<u>144,455</u>	<u>141,280</u>	<u>138,114</u>
Total Funds Available	<u>327,818</u>	<u>441,298</u>	<u>289,462</u>	<u>442,830</u>	<u>400,384</u>
EXPENDITURES					
Accounting	1,497	1,384	3,000	3,000	3,000
Auditing	112	-	-	-	-
County Treasurer's fee	1,818	1,993	1,995	1,995	1,949
Insurance and Bonds	4,001	8,405	7,750	8,405	9,000
Election Expense	778	-	-	-	3,000
District Management	2,711	2,522	5,000	5,000	5,500
Legal Services	3,152	1,000	2,800	2,400	2,400
Miscellaneous	4,138	2,045	3,000	3,000	3,000
Banking fees	160	100	100	200	200
Landscape Maintenance	4,201	2,913	5,000	4,450	5,000
Landscape Improvements	3,700	4,206	32,000	5,600	12,000
Contingency	-	-	10,000	-	10,000
Total Expenditures	<u>26,268</u>	<u>24,568</u>	<u>70,645</u>	<u>34,050</u>	<u>55,049</u>
TRANSFER AND OTHER (USES)					
Emergency Reserve	-	-	4,334	-	4,143
Transfer to Enterprise Fund	-	-	50,000	146,510	-
Total Transfer and Other (Uses)	<u>-</u>	<u>-</u>	<u>54,334</u>	<u>146,510</u>	<u>4,143</u>
Total Expenditures Requiring Appropriation	<u>26,268</u>	<u>24,568</u>	<u>124,979</u>	<u>180,560</u>	<u>59,193</u>
ENDING FUND BALANCE	\$ 301,550	\$ 416,730	\$ 164,484	\$ 262,270	\$ 341,191

RIVERDALE PEAKS II METROPOLITAN DISTRICT

**DEBT SERVICE FUND
2022 Preliminary Budget
with 2020 Actual, 2021 Adopted Budget, and 2021 Estimated**

	2020 Actual	01/21-09/21 YTD Actual	2021 Adopted Budget	2021 Estimated	2022 Preliminary Budget
BEGINNING FUND BALANCE	\$ 4,854	\$ 18,259	\$ 15,070	\$ 18,259	\$ 18,544
REVENUE					
Property taxes	179,828	197,055	197,325	197,325	192,857
Specific ownership tax	13,197	9,897	5,750	12,000	12,000
Availability of Service Fee	-	-	-	-	-
Interest income	174	17	500	20	20
Total Revenue	193,199	206,969	203,575	209,345	204,877
Total Funds Available	198,053	225,228	218,645	227,604	223,421
EXPENDITURES					
Auditing	5,090	4,100	6,000	4,100	4,500
County Treasurer's fee	2,697	2,957	2,960	2,960	2,893
Interest expense - bonds	170,007	99,148	190,000	200,000	200,000
Paying agent / trustee fees	2,000	-	2,000	2,000	2,000
Total Expenditures	179,794	106,205	200,960	209,060	209,393
Total Expenditures Requiring Appropriation	179,794	106,205	200,960	209,060	209,393
ENDING FUND BALANCE	\$ 18,259	\$ 119,023	\$ 17,685	\$ 18,544	\$ 14,028

RIVERDALE PEAKS II METROPOLITAN DISTRICT

WATER ENTERPRISE FUND

2022 Preliminary Budget

with 2020 Actual, 2021 Adopted Budget, and 2021 Estimated

	2020 Actual	01/21-09/21 YTD Actual	2021 Adopted Budget	2021 Estimated	2022 Preliminary Budget
BEGINNING FUND BALANCE	50,897	70,896	-	70,896	205,184
REVENUE					
Water Charges	99,040	67,528	75,000	75,000	75,000
Other income	315	351	-	351	-
Meter Fee	248	(367)	-	(367)	-
Landscape Design Fee	425	-	-	-	-
Claim 1 - Control Panel Damage	-	-	-	-	-
Insurance Reimbursements	8,845	-	-	-	-
Total Revenue	108,873	67,512	75,000	74,984	75,000
Transfers and Other Sources					
Transfer from General Fund	-	-	50,000	146,510	50,000
				-	
Total Funds Available	159,770	138,408	125,000	292,390	330,184
EXPENDITURES					
Accounting	2,376	2,021	4,000	4,000	4,000
Billing and meter reading	7,230	5,036	3,100	6,500	7,000
Operations	22,159	22,344	18,000	26,000	27,500
Generator Preventative Mtce	6,213	4,856	-	4,856	5,000
Hydrant Repair	-	2,200	-	2,200	-
Equipment Repair	2,053	699	15,000	3,500	-
Meter Install and Inspect	900	-	-	4,000	-
Testing	2,612	447	3,500	3,500	3,500
Chemicals & Supplies	7,034	2,354	5,650	5,650	5,650
Generator Maintenance	-	-	1,500	1,500	1,500
Storage Tank Cleaning	-	-	-	-	-
Insurance	3,273	-	-	-	-
District Management	4,238	2,390	4,000	4,000	4,500
Miscellaneous	84	59	1,200	500	1,200
Utilities	24,899	17,090	21,000	21,000	21,000
Fuel Generator	-	-	800	-	800
Contingency	-	-	-	-	25,000
Capital Equipment Replacement and Repairs	5,803	-	-	-	30,000
Total Administrative	88,874	59,496	77,750	87,206	136,650
Capital Equipment Replacement and Repairs					
Transient Voltage Surge Suppressor	-	-	5,500	-	-
VFD For Emergency Pumps	-	-	15,000	-	-
Spare Chlorine Pump	-	-	1,500	-	-
Sodium Hypochlorite Tank	-	-	-	-	-
Floor Water Alarm	-	-	1,300	-	-
Total Capital Equipment and Repair	-	-	23,300	-	-
Total Expenditures	88,874	59,496	101,050	87,206	136,650
Nonoperating Revenue (Expense)					
	-	-	-	-	-
Total Expenditures Requiring Appropriation	88,874	59,496	101,050	87,206	136,650
ENDING FUND BALANCE	\$ 70,896	\$ 78,912	\$ 23,950	\$ 205,184	\$ 193,534

RESOLUTION NO. 2021-12-__
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE RIVERDALE PEAKS II METROPOLITAN DISTRICT
TO ADOPT THE 2022 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Riverdale Peaks II Metropolitan District (“District”) has appointed the District Accountant to prepare and submit a proposed 2022 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2021, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on December 8, 2021, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Riverdale Peaks II Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Riverdale Peaks II Metropolitan District for the 2022 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 8th day of December, 2021.

(SEAL)

EXHIBIT A
(Budget)

I, David Solin, hereby certify that I am the duly appointed Secretary of the Riverdale Peaks II Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2022, duly adopted at a meeting of the Board of Directors of the Riverdale Peaks II Metropolitan District held on December 8, 2021.

By: _____
Secretary

RESOLUTION NO. 2021-12-__
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE RIVERDALE PEAKS II METROPOLITAN DISTRICT
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Riverdale Peaks II Metropolitan District (“District”) has adopted the 2022 annual budget in accordance with the Local Government Budget Law on December 8, 2021; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2022 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Riverdale Peaks II Metropolitan District:

1. That for the purposes of meeting all general fund expenses of the District during the 2022 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2022 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of the Adams County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 8th day of December, 2021.

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

RESOLUTION NO. 2021-12-__

**RESOLUTION OF THE BOARD OF DIRECTORS OF RIVERDALE PEAKS II
METROPOLITAN DISTRICT AUTHORIZING ADJUSTMENT OF THE DISTRICT
MILL LEVY IN ACCORDANCE WITH THE SERVICE PLAN**

- A. Riverdale Peaks II Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes.
- B. The District operates pursuant to its Service Plan approved Service Plan approved by the Board of County Commissioners for Adams County, on June 3, 2002 (the “**Service Plan**”), which provides the District with the authority to impose mill levies on taxable property. Such mill levies will be the primary source of revenue for repayment of debt service, public improvements, and operations and maintenance costs of the District.
- C. The Service Plan authorizes a maximum mill levy of 50.000 mills for debt service (“**Maximum Debt Mill Levy**”).
- D. Section IX.C.1 of the Service Plan authorizes adjustment of the Maximum Mill Levy in the event that the method of calculating assessed valuation is changed after June 3, 2022 (the “**Baseline Year**”), by any change in law, change in method of calculation, or in the event of any legislation or constitutionally mandated tax credit, cut, or abatement. The Maximum Mill Levy may be increased or decreased to reflect such changes. Such increases or decreases shall be determined by the Board of Directors (the “**Board**”) in good faith (such determination to be binding and final) so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes.
- E. The Service Plan provides that, for purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.
- F. At the time of the Baseline Year, the residential assessment ratio set by the Colorado General Assembly was 9.15%.
- G. During the years of 2003 through 2016, the residential assessment ratio set by the Colorado General Assembly was 7.96%.
- H. In 2017, the Colorado General Assembly (the “**General Assembly**”) passed House Bill 17-1349, which amended Section 39-1-104.2, C.R.S. by setting the ratio of valuation for assessment for real residential property at 7.2% (decreased from 7.96%) for property tax years commencing on and after January 1, 2017, until the next property tax year that the General Assembly determined to adjust the ratio of valuation for assessment for residential real property.
- I. In 2019, the General Assembly passed Senate Bill 19-255, further amending Section 39-1-104.2, C.R.S. by setting the ratio of valuation for assessment for real residential property at 7.15% (decreased from 7.2%) for property tax years commencing on or after January

1, 2019, until the next property tax year that the General Assembly determines to adjust the ratio of valuation for assessment for residential real property.

J. In 2020, the voters of the State of Colorado passed Amendment B, which repealed Article X, Section 3 of the Colorado Constitution (“**Amendment B**”) such that the ratio of valuation for assessment of real property for 2021 and thereafter, unless further amended by the General Assembly or voters of the State, is 7.15%.

K. In compliance with the Service Plan, in order to mitigate the effect of the reduction in the ratio of valuation for residential real property as set by the General Assembly for property tax year 2021, the Board determines it to be in the best interest of the District, its residents, users, property owners, and the public, to adjust the Maximum Debt Mill Levy, so that the actual tax revenues to be received by the District are neither diminished nor enhanced as a result of the change in the ratio of valuation for assessment since the Baseline Year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Riverdale Peaks II Metropolitan District, Adams County, Colorado:

1. The Board hereby authorizes the adjustment of the Maximum Debt Mill Levy to reflect that Amendment B set the ratio of valuation for assessment for residential real property to 7.15%, which is a change from the 9.15% ratio of valuation for assessment of residential property as of the Baseline Year.

2. The Service Plan allows for a total mill levy imposition of 63.986 (the “**Adjusted Debt Mill Levy**”) so that District revenues shall be neither diminished nor enhanced as a result of the ratio of valuation for assessment being set at 7.15% for collection year 2022.

3. The Adjusted Debt Mill Levy shall be reflected in the District’s Certification of Tax Levies to be submitted to the Board of County Commissioners for Adams County on or before December 15, 2021, for collection in 2022.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION AUTHORIZING ADJUSTMENT OF THE
DISTRICT MILL LEVY IN ACCORDANCE WITH THE SERVICE PLAN]**

RESOLUTION APPROVED AND ADOPTED ON December 8, 2021.

**RIVERDALE PEAKS II METROPOLITAN
DISTRICT**

President

Attest:

Secretary



Neighborhood Lawn Care Inc
P.O. Box 29366
Thornton CO 80229
303-917-1296

Enhancement Proposal for Various items

We are presenting a proposal for the landscape. We have visited your site and measured the areas of work and see this as an opportunity to benefit each other. Our proposal includes the following:

• 4 Karl Foresters feather grasses	5gal	\$325.00
• 6 Dwarf fountain grasses 'Hamelin'	5gal	\$408.00
• 6 Blue Gamma grasses	1gal	\$288.00
• 6 Hidcote Lavender	1gal	\$288.00
• 6 Blue Avena Grasses	5gal	\$408.00
• Labor		\$1,064

Irrigation adjustments time and material

STIPULATIONS:

- This quoted price is good for 30 days. Prices and availability are subject to change at the start of the following New Year.
- Proof of insurance can be provided upon request
- Does not include demo, rough grading or topsoil placement; grades to be within 0.1' in all landscaped areas except as specifically stated in this proposal.
- All plant material is subject to availability. If a specific plant is not available, owner/representative is to select from available substitutes.
- Winter watering has not been included in this proposal but is required for all plants. Documentation of winter watering during our warranty period will be required.



Neighborhood Lawn Care Inc
P.O. Box 29366
Thornton CO 80229
303-917-1296

➤ Payment on all invoices is net 30 days unless stated otherwise. Thank you for allowing Neighborhood Lawn Care to submit this proposal for your project, we are happy to assist you with your needs and please feel free to contact us with any questions.

Contractor

Neighborhood Lawn Care Inc

Hector Alderete

303-917-1296

Client approval:

By: _____

Title: _____

Date Signed: _____



Neighborhood Lawn Care, INC

PO Box 29366

Thornton, CO 80229

halderete@nlawncares.com

303-917-1296: Phone

Landscape Maintenance Specifications For RIVERDALE PEAKS II

Exhibit A

DATE : 2022

TURF CARE:

Mowing – Turf areas will be mowed weekly, from April 15 through October 15, weather permitting. Clippings generated from mowing will not be removed unless considered unsightly.

Edging of hardscape areas will be performed two times per month with a steel bladed mechanical device. Edges adjacent to shrub and ground cover areas will be maintained with string trimmers and chemical abatement.

Irrigation systems will be programmed for adequate penetration of water to the root zone and to comply with any water district's mandates. Unless restricted by the owner or the irrigation system, turf areas will be irrigated primarily during the evening hours.

Fertilizing of turf areas will be performed in March or April depending on contract term. We have upgraded our fertilization program to a polymer coated programmed-release fertilizer that applies 10 pounds of nitrogen per 1,000-sq. ft over the course of the season. This is more beneficial in the reduced water environment and prevents the turf stress associated with large nitrogen releases at one time. The performance of the fertilizer utilized is guaranteed. If the property owner or owner's representative is not satisfied with the turf color, we will provide an additional fertilization at no additional cost.

Weed Control will be performed as needed by various methods. Post-emergent chemical applications will be employed throughout the growing season.

Two aerations are included in our Constant Care plan. Aeration facilitates water and fertilizer penetration to the root zone, minimizes run-off and conserves water. Neighborhood Lawn Care recommends aerating turf areas in the spring and fall.

PLANT CARE:

Pruning –The Constant Care contract provides one dormant pruning and pruning up to four times April through September. Shrubs and perennials will be pruned twice per year under the seven and eight month contracts. Trees (up to 12' in height) that are along parking lots, sidewalks, pathways and other pedestrian pathways, and that are impeding signage will be safety pruned up to 8' in an effort to eliminate low hanging limbs and limbs that are blocking signage. Plant material larger than 12' will require special equipment and is not included in our base contract.

Weed Control will be performed each visit by hand and pre- and post-emergent treatments.

Fertilizing of trees and shrubs will occur in the late spring via a broadcast application of slow release fertilizer.

Irrigation and water requirements will be monitored weekly to determine moisture levels. The controller will be programmed to provide adequate moisture levels and to comply with any water district's mandates.

Ornamental Grass & Perennial cut back is included within this contract. For seven and eight month contracts, this will be performed in spring and within the contract term.

IRRIGATION SYSTEM MANAGEMENT: Customer understands and accepts that Contractor is responsible for monitoring, programming and repairing system damages only. Contractor does not own and cannot visually inspect the irrigation system that exists underground or within structure walls, ceilings or flooring of a property. For this reason, Contractor is responsible for maintenance of the system only.

Irrigation Activation will occur in March or April depending upon contract term and weather conditions. Customer agrees that up to \$300-\$500 is pre-approved for repairs required at time of activation. Repairs at activation are not a part of this contract and will be invoiced as an additional cost. A proposal will be submitted to the owner to address any extensive repairs (beyond normal activation repairs) that may be required. Upon activation, the system will be programmed for spring conditions and to comply with any water district's mandates.

Weekly Monitoring will occur throughout the growing period. Programming will be based on the needs of the landscape and to comply with any water district's mandates. Unless notified or restricted by the irrigation system, watering will occur primarily during the evening hours. Repairs required as observed during the routine system check will be made at that time if the cost is less than \$100. If the repair is \$100 or more, a proposal will be sent for Customer approval prior to commencement of the repair. A return trip charge will apply for repairs that cannot be made in the course of the standard system check. To avoid this charge, Customer may pre-approve a higher maximum charge in writing to the Area Manager.

Emergency Service Calls will be made upon request of the owner and will be billed at a minimum rate of \$85.00 plus materials and will include one (1) hour of labor. As a precautionary measure, the owner or owner's representative will be instructed how to turn off the main water supply to the irrigation system.

Winterization will occur in October/November, contingent on weather conditions and contract termination date. The system will have forced air injected into the lines and exterior backflow prevention devices will be insulated if necessary.

MISCELLANEOUS SERVICES:

Pond Services: If pond/lake is present on site NLC is not responsible for and vegation that grows inside pond/lake. This is an extra charge and will get billed as extra work.

Debris Removal from all landscaped areas will occur on a weekly basis and will be disposed of in on-site dumpster facilities. Sidewalks and curbs will be kept clean with the use of mechanical blowers, after each mowing.

Winter Watering is included in our Constant Care contract up to five times per winter for plant material. Irrigation system activation to water turf with south or west-facing exposure may be performed up to two times per winter. All winter watering will be done at Neighborhood Lawn Care discretion and is dependent on natural precipitation and moderate temperatures required to perform effective watering.

Annual Color maintenance is not included within this contract but is included within the Annual Color Installation proposal.



Neighborhood Lawn Care, INC
 PO Box 29366
 Thornton, CO 80229
 halderete@nlawncares.com
 303-917-1296: Phone

FREQUENCY OF SERVICES
 For
 Riverdale Peaks II

Exhibit B

Date: 2022				
		Standard Service April-October	Enhanced Service April-November	ConstantCare™ Service 12 – months
Turf Areas:				
Mowing		26	30	30
Trimming		28	30	32
Edging		14	15	15
Fertilization		1	1	1
Broadleaf Weed Control		2	2	2
Rockbed Pre-emergent		1	1	1
Aeration		1	2	2
Remove Excess Clippings		As Needed	As Needed	As Needed
Insect and Disease Control		*	*	*
Plant Material:				
Shrub & Perennial Pruning		2	2	3
Safety Tree up to 10-12 feet Pruning		1	1	1
Cut Back Orn. Grasses & Perennials		1	1	1
Fertilization		1	1	1
Weed Control		28	30	52
Protective Tree Wrapping		*	*	*
Insect and Disease Control		*	*	*
Mulching of Bed Areas		*	*	*
Removal of dead shrub material through out season		*	*	2
Irrigation Systems:				
Activation of System		1	1	1
Weekly Management		30	30-32	30-34
Winterization of Systems		1	1	1
Miscellaneous Services:				
Supervision/Quality Control		30	34	52
Debris and Litter Removal		30	34	52
Leaf/Needle Removal		2	4	As Needed
Moisture Monitoring		30	34	52
Winter Water		*	*	*

* These services are available, but are *not* included in our contract. Should these services be required, Neighborhood Lawn Care will submit a written proposal to the owner for review and approval.



Neighborhood Lawn Care, INC
 PO Box 29366
 Thornton, CO 80229
 halderete@nlawn care.com
 303-917-1296: Phone

Contractual Agreement
Landscape Maintenance Services
For
Riverdale Peaks II

Exhibit C

. Your initials and signature will constitute acceptance of this contractual agreement and General Terms and Conditions found on the following page as Exhibit D.

Contract Option Plan:

CONSTANT CARE CONTRACT OPTION

12 – month contract	\$	<u>497.27</u>	Per Month	\$	<u>5,967.24</u>	/year	Initial	_____
Any 12 months		Specify Start Date:	<u>January 1st 2022 through December 31st 2022</u>					

This is clearly the best value for your property. It allows for proper horticultural practices, extends your “green season”, eliminates spring clean-up and shows your tenants/customers that you are committed to year round service.

Automatic Renewal: This Contract shall be automatically renewed for one-year periods unless either party gives the other party thirty (30) days written notice before the end of the existing term. In the case of the Standard Contract option, notice to terminate must be given by September 30th or the Contract will be renewed for the applicable seven-month period in the next year. In the case of the Enhanced Contract option notice to terminate must be given by October 31st or the Contract will be renewed for the applicable eight-month period in the next year.

Client Information:

David Solin
 District Manager
 Lakewood, CO 80228-1898
dsolin@sdmsi.com
 Phone: 303-987-0835

Site Information:

Riverdale Peaks II
 E 128th Ave and Wabash Pl.

As Agent For:

Riverdale Peaks II



Neighborhood Lawn Care, INC
PO Box 29366
Thornton, CO 80229
halderete@nlawncare.com
303-917-1296: Phone

ACCEPTANCE

This contract includes Exhibit A, B, C and D.

Client

David Solin

As Managing Agent For:

Riverdale Peaks II

Contractor

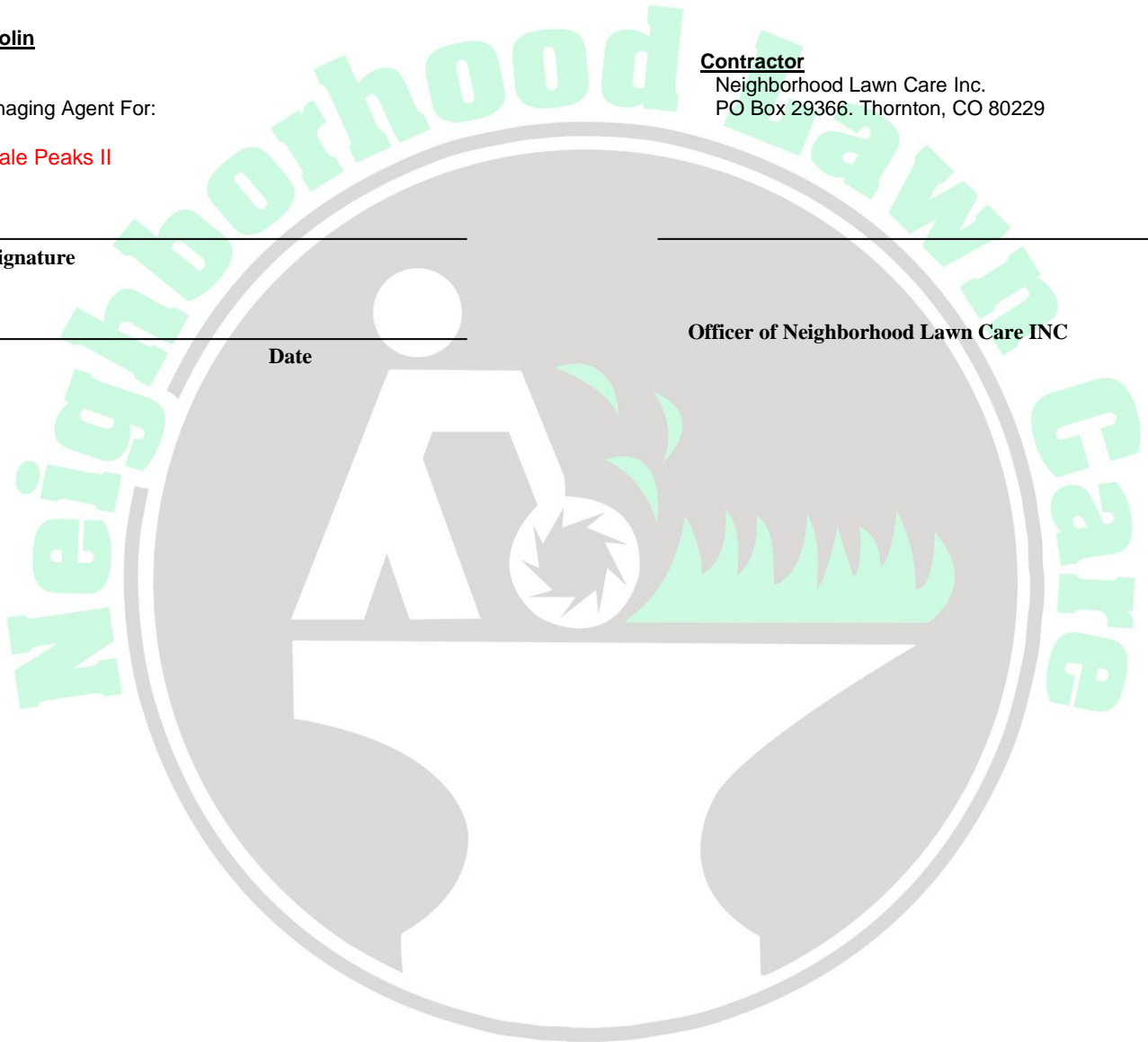
Neighborhood Lawn Care Inc.
PO Box 29366. Thornton, CO 80229

Client Signature

Officer of Neighborhood Lawn Care INC

Title

Date





Neighborhood Lawn Care, INC

PO Box 29366

Thornton, CO 80229

halderete@nlawncare.com

303-917-1296: Phone

General Terms and Conditions

Exhibit D

Date: 2022

The following are the general terms and conditions that will be in effect should a contract be entered into for Neighborhood Lawn Care (NLC) to provide landscape maintenance services at: Riverdale Peaks II

Scope of Work: NLC will provide all necessary labor, materials and equipment to perform the work in accordance with the attached specifications.

Labor Force: NLC will provide a labor force in uniforms, which is trained to perform landscape maintenance services of an acceptable standard, consistent with recommended standards of the Professional Landcare Network (PLANET). All employees of NLC will be U.S. citizens or legal residents. Every year this contract will increase 3.5% as/if cost of living goes up.

Materials: Materials used by NLC will conform to normally accepted local industry standards and/or PLANET standards. Any applicable sales tax will be paid by NLC.

Indemnification: NLC indemnifies and holds harmless Client for all loss, damage, personal injury, property damage, or cause of action based upon NLC's grossly negligent or willful and wanton acts or omissions, in any manner related to this Contract, including but not limited to attorney fees. Client indemnifies and holds harmless NLC for all loss, damage, personal injury, property damage, or cause of action based upon NLC's acts or omissions in any manner related to this Contract and including but not limited to dangerous or hazardous conditions on the property (unless such condition was placed on the property by NLC) and to attorney fees and except to the extent due to the gross negligence, or willful and wanton acts or omissions of NLC. The parties agree that NLC shall not be responsible for inspecting the property for dangerous or hazardous conditions. In addition, reports of damages must be reported to NLC in writing within 48 hours of occurrence. Failure to so report damages constitutes a waiver and NLC is released from liability regardless of the cause of such damage. Notwithstanding anything to the contrary, in the event NLC is liable to Client, it shall in no event be liable for consequential damages or any lost profits.

Licenses and Permits: It is the responsibility of NLC to maintain all necessary local, state, and federal licenses and permits, necessary to perform the work stated in the above referenced specifications.

Insurance: NLC agrees to provide a Workers' Compensation policy, acceptable to the State of Colorado. NLC general and public liability coverage, with an aggregate limit of \$2,000,000 is presently underwritten by Farmers Insurance Company.

Payment: Landscape maintenance services performed by NLC will be invoiced by the first day of the month for services to be performed that month. All invoices will be mailed through **email** unless instructed otherwise. Payment is due, in full, thirty (30) days following the date of the invoice. Neighborhood Lawn Care may terminate past due accounts (over thirty days) upon written 24-hour notice. Any extra work performed not included in contract will be on a Net 15 Terms (Due in 15 days from invoice date) This contract is cancelable upon 3 (three) days written notification by either party however, such notice must be by registered mail and return receipt requested to be effective. Monies invoice or do for services rendered are due and payable upon such cancellation. In addition to the cancellation of this contract, Customer will pay 85% of the remaining contracts worth within 3 (three) days of written notification. If payment is not rendered there will be a 10% charge added to every invoice per month. Customer hereby releases, waive any claim against Contractor do to any injury or damage due to Contractors cancellation of its service for any reason pursuant to this paragraph.

Interest: If any fees or costs are not paid within five (5) days of the date due, client will pay a late charge of three percent (3%) of the amount owed. The parties understand that in the event of a late payment, it is difficult to determine the exact damages that would be incurred and the parties agree that the three percent (3%) amount is reasonable and shall be liquated damages. In addition, interest will accrue on any amounts due and owing at the rate of one and one-half percent (1.5%) per month.

Attorney Fees: In the event of a default by client, client agrees to pay all reasonable costs and expenses, including but not limited to attorney's fees, expert witness fees, fees of collection agencies, and costs incurred by NLC as a result of the default.

Jurisdiction and Venue: The courts of the State of Colorado shall at the sole option of NLC, resolve any legal dispute arising from this agreement and client hereby expressly consents and submits to the jurisdiction of the Courts of Colorado. Client further agrees that venue for any such action shall, at the sole option of NLC, be in the City and County of Denver, or State of Colorado.



Neighborhood Lawn Care
Brighton, Colorado
halderete@nlawn care.com
303-917-1296

Enhancement Proposal for
Riverdale Peaks
Mowing the cattails areas

Date: 10/28/2021

We are presenting a proposal for landscape work at **Riverdale Peaks**. We have visited your site and measured the areas of work and see this as an opportunity to benefit each other. Our proposal includes the following:

- This is to keep clean the areas with Cattails
- Mowing anytime from now to March/April and every other month during the growing season 2022
- Cleaning outlets, weed control, sediment removal

Scope of the work

- | | |
|------------------------|-----------|
| • First mowing/cleanup | \$2250.00 |
| • June cleanup | \$1750.00 |
| • August cleanup | \$1750.00 |
| • October cleanup | \$1750.00 |





Neighborhood Lawn Care
Brighton, Colorado
halderete@nlawn care.com
303-917-1296

STIPULATIONS:

-
- This quoted price is good for 30 days. Prices and availability are subject to change at the start of the following New Year.
- Proof of insurance can be provided upon request
- Does not include demo, rough grading or topsoil placement; grades to be within 0.1' in all landscaped areas except as specifically stated in this proposal.
- All plant material is subject to availability. If a specific plant is not available, owner/representative is to select from available substitutes.
- Winter watering has not been included in this proposal but is required for all plants. Documentation of winter watering during our warranty period will be required.
- Payment on all invoices is net 30 days unless stated otherwise.

Thank you for allowing **Neighborhood Lawn Care** to submit this proposal for your project, we are happy to assist you with your needs and please feel free to contact us with any questions.

Contractor
Neighborhood Lawn Care
Brighton Colorado
Hector Alderete
303-917-1296

Client approval:

By: _____

Title: _____

Date Signed: _____



Riverdale Peaks II Monthly Activities Report June 2021

Beginning of the month readings (06/01/2021)

Distribution Totalizer: 50,375,000 gallons
Irrigation Totalizer: 25,653,318 gallons

End of the month readings (06/29/2021)

Distribution Totalizer: 50,788,800 gallons
Irrigation Totalizer: 26,320,987 gallons

Routine visit includes recording pH reading, chlorine residual, recording flow totals, check the generator and record generator hours. Check well level and storage tank level. Compare chlorine residual grab sample results to chlorine residual value from the analyzer and calibrating the analyzer or replacing the membrane cap and electrolyte solution as needed. Check Sodium Hypochlorite tank level to determine if a transfer or order is necessary. Check functionality of Hypochlorite pump to identify any potential problems. Check generator oil and coolant levels and battery condition. Verify functionality of all pumps and check for leaks and alarms.

06/01/21: Completed routine visit. Collected the monthly Bac-T and delivered to the lab. Distributed lead and copper sample bottles to the five approved sites, one site is for sale and the house is empty.

06/04/21: Collected two lead and copper samples and delivered to the lab.

06/08/21: Completed routine visit. Received an alarm notification for bad power supply to Well Pump B. Troubleshooting efforts revealed the issue was a failed surge protector. It was replaced and normal operation of Well Pump B resumed.

06/17/21: Completed routine visit.

06/22/21: Completed routine visit. Distributed additional lead and copper sample bottles.

06/24/21: Collected additional lead and coppers samples and delivered to the lab. Distributed a lead and copper sample bottle to a new State approved location.

06/29/21: Completed routine visit.



Riverdale Peaks II Monthly Activities Report July 2021

Routine visit includes recording pH reading, chlorine residual, recording flow totals, check the generator and record generator hours. Check well level and storage tank level. Compare chlorine residual grab sample results to chlorine residual value from the analyzer and calibrating the analyzer or replacing the membrane cap and electrolyte solution as needed. Check Sodium Hypochlorite tank level to determine if a transfer or order is necessary. Check functionality of Hypochlorite pump to identify any potential problems. Check generator oil and coolant levels and battery condition. Verify functionality of all pumps and check for leaks and alarms.

07/06/21: Completed routine visit. Collected the monthly Bac-T and delivered to the lab.

07/013/21: Completed routine visit. Reduced chlorine pump setting to lower chlorine residual level.

07/22/21: Completed routine visit. Distributed lead and copper sample bottle for yearly compliance sampling.

07/26/21: Completed routine visit. Completed the yearly tank inspection.

Riverdale Peaks II Data Table

July	2021		2020	
Well "A" Production (ARAP)	858,679 gallons	2.63 ac ft	2,049,550 gallons	6.29 ac ft
Daily Average Well "A" Production	27,699 gallons	0.08 ac ft	66,115 gallons	0.20 ac ft
Year-To-Date Gallons	6,937,605 gallons	21.3 ac ft	9,285,261 gallons	28.48 ac ft
Year-To-Date Acre Feet Maximum Use – 10.3 ac ft		-11.0 ac ft		-18.18 ac ft
Well "B" Production (LFH)	409,807 gallons	1.26 ac ft	6 gallons	0 ac ft
Daily Average Well "B" Production	13,220 gallons	0.04 ac ft	0.20 gallons	0 ac ft
Year-To-Date Gallons	769,541 gallons	2.4 ac ft	38 gallons	0 ac ft
Year-To-Date Acre Feet Maximum Use – 32.3 ac ft		2.4 ac ft		0 ac ft
Distribution Production	416,284 gallons	1.28 ac ft	1,124,776 gallons	3.45 ac ft
Daily Average Distribution Production	13,429 gallons	0.04 ac ft	36,283 gallons	0.11 ac ft
Irrigation Production	914,858 gallons	2.81 ac ft	966,873 gallons	2.97 ac ft
Daily Average Irrigation Production	29,512 gallons	0.09 ac ft	31,189 gallons	0.10 ac ft



Riverdale Peaks II Monthly Activities Report August 2021

Routine visit includes recording pH reading, chlorine residual, recording flow totals, check the generator and record generator hours. Check well level and storage tank level. Compare chlorine residual grab sample results to chlorine residual value from the analyzer and calibrating the analyzer or replacing the membrane cap and electrolyte solution as needed. Check Sodium Hypochlorite tank level to determine if a transfer or order is necessary. Check functionality of Hypochlorite pump to identify any potential problems. Check generator oil and coolant levels and battery condition. Verify functionality of all pumps and check for leaks and alarms.

08/03/21: Completed routine visit. Collected the monthly Bac-T compliance sample and delivered to the lab.

08/10/21: Completed routine visit.

08/13/21: Completed routine visit.

08/16/21: Completed routine visit. Picked up the lead and copper sample and delivered to the lab.

08/24/21: Completed routine visit.

08/31/21: Completed routine visit.

Riverdale Peaks II Data Table

August	2021		2020	
Well “A” Production (LFH)	1,123,159 gallons	3.45 ac ft	2,043,385 gallons	6.27 ac ft
Daily Average Well “A” Production	36,231 gallons	0.11 ac ft	65,916 gallons	0.20 ac ft
Year-To-Date Gallons	8,060,764 gallons	24.73 ac ft	8,116,634 gallons	24.90 ac ft
Year-To-Date Acre Feet Maximum Use – 32.3 ac ft		24.73 ac ft		24.0 ac ft
Well “B” Production (ARP)	173,902 gallons	0.53 ac ft	6 gallons	0 ac ft
Daily Average Well “B” Production	5,610 gallons	0.02 ac ft	0.20 gallons	0 ac ft
Year-To-Date Gallons	943,443 gallons	2.89 ac ft	32 gallons	0 ac ft
Year-To-Date Acre Feet Maximum Use – 10.3 ac ft		2.89 ac ft		0 ac ft
Distribution Production	468,245 gallons	1.44 ac ft	1,204,001 gallons	3.69 ac ft
Daily Average Distribution Production	15,105 gallons	0.05 ac ft	38,839 gallons	0.12 ac ft
Irrigation Production	884,352 gallons	2.71 ac ft	879,506 gallons	2.70 ac ft
Daily Average Irrigation Production	28,527 gallons	0.09 ac ft	28,371 gallons	0.09 ac ft



Riverdale Peaks II Monthly Activities Report September 2021

Routine visit includes recording pH reading, chlorine residual, recording flow totals, check the generator and record generator hours. Check well level and storage tank level. Compare chlorine residual grab sample results to chlorine residual value from the analyzer and calibrating the analyzer or replacing the membrane cap and electrolyte solution as needed. Check Sodium Hypochlorite tank level to determine if a transfer or order is necessary. Check functionality of Hypochlorite pump to identify any potential problems. Check generator oil and coolant levels and battery condition. Verify functionality of all pumps and check for leaks and alarms.

09/08/21: Completed routine visit. Collected the monthly Bac-T compliance sample and delivered it to the lab.

09/14/21: Completed routine visit.

09/23/21: Completed routine visit.

09/28/21: Completed routine visit.

Riverdale Peaks II Data Table

September	2021		2020	
Well "A" Production (LFH)	984,573 gallons	3.02 ac ft	1,656,634 gallons	5.08 ac ft
Daily Average Well "A" Production	32,819 gallons	0.10 ac ft	55,221 gallons	ac ft
Year-To-Date Gallons	9,045,337 gallons	27.75 ac ft	12,985,280 gallons	39.83 ac ft
Allotment Remaining of Maximum Use – 32.3 ac ft		4.55 ac ft		-7.53 ac ft
Well "B" Production (ARP)	634 gallons	0 ac ft	5 gallons	0.0 ac ft
Daily Average Well "B" Production	20 gallons	0 ac ft	0 gallons	0.0 ac ft
Year-To-Date Gallons	944,077 gallons	2.90 ac ft	49 gallons	0.0 ac ft
Allotment Remaining of Maximum Use – 10.3 ac ft		7.40 ac ft		10.3 ac ft
Distribution Production	369,200 gallons	1.13 ac ft	1,194,542 gallons	3.66 ac ft
Daily Average Distribution Production	12,307 gallons	0.04 ac ft	39,818 gallons	0.12 ac ft
Irrigation Production	702,228 gallons	2.15 ac ft	550,540 gallons	1.69 ac ft
Daily Average Irrigation Production	23,408 gallons	0.07 ac ft	18,351 gallons	0.06 ac ft



Riverdale Peaks II Monthly Activities Report October 2021

Routine visit includes recording pH reading, chlorine residual, recording flow totals, check the generator and record generator hours. Check well level and storage tank level. Compare chlorine residual grab sample results to chlorine residual value from the analyzer and calibrating the analyzer or replacing the membrane cap and electrolyte solution as needed. Check Sodium Hypochlorite tank level to determine if a transfer or order is necessary. Check functionality of Hypochlorite pump to identify any potential problems. Check generator oil and coolant levels and battery condition. Verify functionality of all pumps and check for leaks and alarms.

10/05/21: Completed routine visit. Collected the monthly Bac-T compliance sample and delivered it to the lab.

10/11/21: Completed routine visit.

10/18/21: Completed routine visit.

10/27/21: Completed routine visit.

Riverdale Peaks II Data Table

October	2021		2020	
Well "A" Production (LFH)	643,042 gallons	1.97 ac ft	1,417,255 gallons	4.35 ac ft
Daily Average Well "A" Production	20,743 gallons	0.06 ac ft	45,718 gallons	0.14 ac ft
Year-To-Date Gallons	9,688,379 gallons	29.27 ac ft	14,402,535 gallons	44.18 ac ft
Allotment Remaining of Maximum Use – 32.3 ac ft		29.27 ac ft		-11.88 ac ft
Well "B" Production (ARP)	2,241 gallons	0.01 ac ft	4 gallons	0.0 ac ft
Daily Average Well "B" Production	72 gallons	0 ac ft	0 gallons	0.0 ac ft
Year-To-Date Gallons	946,318 gallons	2.90 ac ft	53 gallons	0.0 ac ft
Allotment Remaining of Maximum Use – 10.3 ac ft		2.90 ac ft		0.0 ac ft
Distribution Production	239,532 gallons	0.73 ac ft	1,267,264 gallons	3.89 ac ft
Daily Average Distribution Production	7,727 gallons	0.02 ac ft	40,879 gallons	0.13 ac ft
Irrigation Production	334,917 gallons	1.03 ac ft	296,643 gallons	0.91 ac ft
Daily Average Irrigation Production	10,804 gallons	0.03 ac ft	9,569 gallons	0.03 ac ft



Water Rights and Usage Report

Riverdale Peaks II Metro District

November 1, 2021



Well Information Overview

The Riverdale Peaks II Metro District utilizes two (2) ground water well sources to supply drinking water to the district, Well “A” and Well “B”. Well “A” draws water from the Laramie-Fox Hill aquifer. Well “A” is permitted for 32.3 acre-feet (10,524,270 gallons) per year and has the capability of producing approximately 120 gallons per minute of water. Well “B” draws water from the Lower Arapahoe aquifer. Well “B” is permitted for 10.3 acre-feet (3,356.037gallons) per year and has the capability of producing approximately 25 gallons per minute of water.

Operational History

As the Riverdale Peaks II District was just getting started the distribution system struggled with Disinfection By-Products (DBPs). There are two (2) components to DBPs; Total Trihalomethanes and Haloacetic acids. TTHMs limit are 80 µg/l (parts per billion) and HAA5s are 60 µg/L. DBPs are formed when there are organics in the water and the water “age” is old and chlorine concentration is high. A study completed by an engineer instructed operations to use the Arapahoe Well (Well “B”) as much as possible since it had the lowest amount of organics. Also, operations should a keep the level in the storage tank at 18’ instead of full at 30’ to allow for more freshwater turnover in the storage tank. Lastly, the engineering report guided operators to maintain chlorine residuals between 0.5-0.7 mg/L of free chlorine to minimize the amount of reaction with any organics in the water.

Water Use Plan

Lots in the district are equipped with an indoor use water meter and an irrigation water (outdoor use) meter to distinguish the amount of water being used between indoor and outdoor water purposes. Landscaping on each lot is not to exceed 5,000 ft² with landscaping plans approved by the district prior to any installation. Each customer is allotted 0.25 acre-feet (81,457 gallons) per year of irrigation water. Customers are charged penalties in 1000-gallon increments if the annual allotment is exceeded.

For indoor water use residents are charged \$70.00 up to 8,000 gallons per month of indoor water use before additional charges are applies using the following tiers.

Water Billing Tiers	
Tier 1	\$4.00/1000 8,001 to 12,000 gallons
Tier 2	\$5.00/1000 12,001 to 18,000 gallons
Tier 3	\$6.00/1000 18,001 to 24,000 gallons
Tier 4	\$10.00/1000 over 24,000 gallons

Future Considerations

The combined annual water allotment of both wells serving Riverdale Peaks II Metro district is 13,880,307 gallons. This allotment provides enough water for each household to use an average of 21,824 gallons per month on an annual basis. Most homes should not require this amount of water monthly leaving more water available during the summertime for irrigation use. If a particular home is in exceedance of this average the district could limit their outdoor water usage by shutting off the irrigation water meter.

The Arapahoe Well (Well B) that has the lowest amount of organics and has a more palatable water quality. The well pumps at 25 g.p.m. or 36,000 gallons per day when it is the lead well. In other words, it will not shut off during the summertime due to usage. Averaging 36,000 g.p.d. it will use its allotment in 93 days. If the well starts to pump at a lower rate this period can be extended to maximize this water right.

For the residents to maximize their use of water for outside purposes a horticulturist with proper background in high salinity water should be consulted to avoid killing their yards. The SAR(sodium adsorption ratio) on the LFH and the Arapahoe are well over 5 and if there are clay soils around the neighborhood it will make it worse.

RESOLUTION NO. 2021-11-05

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
RIVERDALE PEAKS II METROPOLITAN DISTRICT
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 3, 2022**

A. The terms of the offices of Directors Annette Peters and Jason C. Jose shall expire upon the election of their successors at the regular election, to be held on May 3, 2022 (“**Election**”), and upon such successors taking office.

B. The term of the office to which Directors Amy Vasquez and Isaac Womack has previously been appointed expires upon their re-election, or the election of their successors at the Election, and upon such successor taking office.

C. A vacancy currently exists on the Board of Directors of the District.

D. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect three (3) Directors to serve until the next regular election, to occur May 2, 2023, and two (2) Directors to serve until the second regular election, to occur May 6, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Riverdale Peaks II Metropolitan District (the “**District**”) of the County of Adams, Colorado:

1. Date and Time of Election. The Election shall be held on May 3, 2022, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, three (3) Directors shall be elected to serve until the next regular election, to occur May 2, 2023, and two (2) Directors shall be elected to serve until the second regular election, to occur May 6, 2025.

2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.

3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.

4. Designated Election Official. David Solin shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

5. Call for Nominations. The Designated Election Official shall provide Call for Nominations as required under Section 1-13.5-501, C.R.S., as applicable.

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with the Designated Election Official of the District, c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 26, 2022).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from the Designated Election Official for the Riverdale Peaks II Metropolitan District, at the above address.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on March 1, 2022, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

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

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

11. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of the District.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 3, 2022]**

RESOLUTION APPROVED AND ADOPTED on December 8, 2021.

**RIVERDALE PEAKS II
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary



141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 • Fax: 303-987-2032

MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski
Executive Vice-President

DATE: August 31, 2021

RE: Notice of 2022 Rate Increase

A handwritten signature in blue ink that reads "Christel Gemski".

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase by the CPI (5.28%) per hour.

We hope you will understand that it is necessary to increase our rates due to increasing gas and operating costs along with new laws and rules implemented by our legislature.