

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: July 28, 2021 (Wednesday)

TIME: 6:00 P.M.

PLACE: 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 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 and designate 24-hour posting location.

C. Review and approve the minutes of the November 18, 2020 Joint Special Meeting (enclosure).

II. COMMUNITY COMMENTS

A. _____

III. FINANCIAL MATTERS

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

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

- B. Review and approve payment of claims through July 31, 2021 totaling \$10,510.58 (enclosure).
-
- C. Review and accept unaudited financial statements for the period ending June 30, 2021 (enclosure).
-
- D. Review and consider approval of 2020 Audited Financial Statements (enclosure) and authorize execution of Representations Letter.
-
- E. Consider making a final determination regarding the inability to make a scheduled bond payment (Section 32-1-903(3), C.R.S.).
-

IV. OPERATIONS AND MAINTENANCE

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

- a. Review and ratify approval of Service Agreement with Powell Restoration, Inc. for Landscape Management (Pond) Services (enclosure).
-

2. Landscaping.

- a. Review and ratify approval of Service Agreement with Neighborhood Lawn Care, Inc. for landscape maintenance services (enclosure).
-

- B. Water Operations.

1. Review reports from Ramey Environmental Compliance, Inc. regarding operation of water system for the months beginning October 2020 through May 2021 (enclosure).
-
2. Review and ratify approval of 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 (enclosure).
-
3. Review and ratify approval of 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 (enclosure).
-

- C. Update from the Water Budget Review Committee.

1. Discuss recommendations to the District and the Riverdale Peaks Homeowners Association, Inc. (the "HOA") regarding modification of water rates, landscape requirements and possible covenant amendments, if any (enclosures).
-
2. Discuss Board Direction to the Water Budget Review Committee and Consultants, if necessary.
-

3. Other.

D. Ratify approval of proposal from Generator Source to perform annual maintenance on Generator (enclosure).

V. LEGAL MATTERS

A. Review and consider adoption of First Amendment to Resolution No. 2013-11-04 Regarding Colorado Open Records Act (enclosure).

B. Other.

VI. OTHER MATTERS

A. _____

VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 17, 2021.**

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
NOVEMBER 18, 2020**

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”) was convened on Wednesday, the 18th day of November, 2020, 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:

Annette Peters
Amy Vasquez
Isaac Womack
Jason Jose

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)

Andy Palazzari; Board Member of the Riverdale Peaks Homeowners Association, Inc. (the “HOA”).

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 a Disclosure Statement was filed with the Secretary of State's office 72-hours prior to the meeting for Director Jose.

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 Peters, seconded by Director Jose and, upon vote, unanimously carried, the Agenda was approved, as amended.

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 Peters, 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.

June 17, 2020 Minutes: The Board reviewed the Minutes of the June 17, 2020 Joint Special Meeting.

Following discussion, upon motion duly made by Director Peters, seconded by Director Womack and, upon vote, unanimously carried, the Board approved the Minutes of the June 17, 2020 Joint Special Meeting.

Resolution No. 2020-11-01 Establishing Regular Meeting Dates, Times and Location, and Designating Locations and Designating Location for Posting of 24-Hour Notices: The Board discussed Resolution No. 2020-11-01 of the Board of Directors of the Riverdale Peaks II Metropolitan District Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting 24-Hour Notices.

Mr. Solin reviewed the business to be conducted in 2021 to meet the statutory compliance requirements. The Board determined to meet on June 17, 2021 and November 18, 2021 at 6:00 p.m., at the Anythink Library, 5877 E 120 Avenue, Thornton, CO 80602.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Womack, seconded by Director Peters and, upon vote, unanimously carried, the Board adopted Resolution No. 2020-11-01 of the Board of Directors of the Riverdale Peaks II Metropolitan District Establishing Regular Meeting Dates, Time and Location, and Designating Location for posting 24-Hour Notices. A copy of the Resolution is attached hereto and incorporated herein by this reference.

Section 32-1-809, C.R.S. Reporting Requirements, Mode of Eligible Elector Notification for 2021 (Transparency Notice): The Board discussed §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2021.

The Board directed Mr. Solin to post the required transparency notice information on the Special District Association website and District website.

COMMUNITY COMMNETS

Community Comments: At various times throughout the meeting, there were community comments regarding concerns over water bills, landscaping standards set in the HOA covenants and the cost of water, as further discussed below.

FINANCIAL MATTERS

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

Fund	Period Ending July 7, 2020	Period Ending Aug. 13, 2020	Period Ending Sept. 14, 2020	Period Ending Oct. 8, 2020
General	\$ 1,893.94	\$ 1,498.02	\$ 3,011.12	\$ 2,003.51
Enterprise	\$ 4,235.14	\$ 11,959.94	\$ 11,573.42	\$ 4,118.01
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 6,129.08	\$ 13,457.96	\$ 14,584.54	\$ 6,121.52

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

Payment of Claims through November 10, 2020: The Board considered approval of the payment of claims through the period ending November 10, 2020, in the amount of \$9,151.81.

Following discussion, upon motion duly made by Director Peters, seconded by Director Vasquez and, upon vote, unanimously carried, the Board approved the payment of claims for the period ending November 10, 2020.

Unaudited Financial Statements/Schedule of Cash Position: Mr. Solin reviewed the unaudited financial statements of the District setting forth the cash

RECORD OF PROCEEDINGS

position, investments, budget analysis, and accounts payable vouchers for the period ending September 30, 2020.

Following review and discussion, upon motion duly made by Director Peters, seconded by Director Jose 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 September 30, 2020 as presented.

2020 Audit: The Board considered the engagement of Schilling & Company, Inc. to perform the 2020 Audit.

Following review and discussion, upon motion duly made by Director Womack, seconded by Director Vasquez and, upon vote, unanimously carried, the Board approved the engagement of Schilling & Company, Inc. to perform the 2020 Audit, for an amount not to exceed \$4,100.

2020 Budget Amendment Hearing: The President opened the public hearing to consider an amendment to the 2020 Budget and to discuss related issues.

It was noted that publication of Notice stating that the Board would consider an Amendment to the 2020 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Following review and discussion, upon motion duly made by Director Vasquez, seconded by Director Peters and, upon vote, unanimously carried, the Board adopted Resolution 2020-11-02 Amending the 2020 Budget.

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 Peters and, upon vote, unanimously carried, the Board acknowledged the District's inability to make the scheduled bond interest payment.

2021 Budget Hearing: The Board opened the public hearing to consider the proposed 2021 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2021 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

RECORD OF PROCEEDINGS

Mr. Solin reviewed the estimated 2020 expenditures and the proposed 2021 expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2020-11-03 to Adopt the 2020 Budget and Appropriate Sums of Money, and Resolution No. 2020-11-04 to Set Mill Levies (for the General Fund at 43.120 mills and the Debt Service Fund at 63.986 mills, for a total mill levy of 107.106 mills). Upon motion duly made by Director Vasquez, seconded by Director Peters and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2020. Mr. Solin was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Adams County and the Division of Local Government, not later than December 15, 2020.

Mr. Solin was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2021. Copies of the adopted Resolutions are attached to these minutes and incorporated herein by this reference.

DLG-70 Mill Levy Certification: The Board considered 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.

Following discussion, upon motion duly made by Director Vasquez, seconded by Director Peters, and upon vote, unanimously carried, the Board authorized 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.

Resolution No. 2020-11-05 Authorizing Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3: The Board reviewed Resolution No. 2020-11-05, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3.

Following discussion, upon motion duly made by Director Vasquez, seconded by Director Peters and, upon vote, unanimously carried, the Board adopted Resolution No. 2020-11-05, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

RECORD OF PROCEEDINGS

2022 Budget Preparation: The Board discussed appointing the District Accountant to prepare the 2022 Budget and setting the date for a Public Hearing to adopt the 2022 Budget for November 17, 2021.

Following discussion, upon motion duly made by Director Vasquez, seconded by Director Peters and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2022 Budget and set the date for a Public Hearing to adopt the 2022 Budget for November 17, 2021.

OPERATIONS AND MAINTENANCE

Property Maintenance:

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

Landscaping: Mr. Solin updated the Board on 2020 maintenance and discussed 2021 maintenance priorities.

Water Operations:

Reports from Ramey Environmental Compliance, Inc.: Mr. Ramey reviewed and discussed with the Board the Ramey Environmental Compliance, Inc. reports regarding the operation of the water system, for the months beginning June 2020 through September 2020. Copies of the reports are attached hereto and incorporated herein by this reference.

Ramey Environmental Compliance, Inc. ORC rates for 2021: The Board deferred discussion.

Irrigation Water Budget: The Board discussed at length the challenges facing homeowners with respect to installation of landscaping, given that the HOA Covenants require a certain standard of landscaping to be installed and that the District must approve the landscaping plans prior to installation. Further, the standard of landscaping required by the HOA Covenants likely requires watering/irrigation, which, given the increasing numbers of high temperature days and reducing amounts of annual precipitation, means the homeowners' water bills are often in an amount that triggers the District's penalty rate for water usage.

Attorney McGeady reported that the historical reason for penalty water rates was to assure water users do not exceed the overall water usage limits in the District as a whole, given the District has a certain permitted amount of water use from the wells for District water delivery. Attorney McGeady further stated that she is

RECORD OF PROCEEDINGS

not a water attorney and that the penalty water usage rates were originally set based on the advice of water counsel.

The Board discussed the possibility of working with the HOA to change the landscaping requirements to reduce the water demand and other alternatives for reducing water rates and invoices to water users.

The Board established a Water Budget Review Committee (the “Committee”), consisting of Directors Jose and Womack and Mr. Palazarri (as an HOA representative), to investigate alternatives and to report back to the Board as to possible solutions. The goal of the Committee is to provide a recommendation to the District and the HOA as to how to modify water rates, landscape requirements and possible covenant amendments, if necessary.

The Board directed Mr. Solin to provide support to the Committee, including evaluation of the relationship between the water rates, the cost of operating the water system and the operation reserves, and the impact, if any, on the funds required to operate the system and maintain operating reserves on any irrigation rate adjustments proposed.

The Board also directed the Committee to work with Mr. Ramey to better understand the well permit limitations and all options to better coordinate the HOA’s and District’s efforts to meet the needs of the community.

LEGAL MATTERS

Resolution from the HOA Regarding Landscape Maintenance: Mr. Palazarri presented a Resolution from the HOA Regarding Landscape Maintenance (the “HOA Resolution”), under which the HOA resolved to contribute, on a quarterly basis, \$750 towards beautification of District parcels. The Board thanked the HOA; acknowledged the HOA Resolution; accepted the funds; and agreed to work within the parameters of the HOA Resolution in anticipation of receipt of the funds.

Following review and discussion, upon motion duly made by Director Womack, seconded by Director Vasquez and, upon vote, carried with Directors Womack and Vasquez voting in favor of the HOA Resolution, and with Directors Peters and Jose abstaining from the vote.

OTHER MATTERS

Irrigation Budget Overages: The Board discussed directing Mr. Solin to reduce liability by 40% for those residents who can be verified as receiving violation notices from the HOA, as confirmed by Ms. Baker, on a one-time basis and to let those residents know that the matter is being reviewed by the Board for 2021 and beyond.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Jose, seconded by Director Peters and, upon vote, unanimously carried, the Board directed Mr. Solin to reduce liability by 40% for those residents who can be verified as receiving violation notices from the HOA.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

Riverdale Peaks Metropolitan District

Nov-20

Vendor	Invoice #	Date	Due Date	Amount	Account Number
BOKF NA	5120421	9/23/2020	9/30/2020	\$ 2,000.00	27450
Century Link	997B October 2020	10/4/2020	10/31/2020	\$ 124.94	47850
Freedom Mailing Services, Inc.	39159	10/13/2020	10/31/2020	\$ 36.72	47210
McGeady Becher P.C.	654M 10/2020	9/30/2020	9/30/2020	\$ -	17460
Neighborhood Lawn Care, Inc	2452	11/1/2020	11/10/2020	\$ 357.39	17510
Ramey Environmental Compliance	21359	10/20/2020	10/31/2020	\$ 1,012.92	47270
Ramey Environmental Compliance	21359	10/20/2020	10/31/2020	\$ 21.00	47260
Ramey Environmental Compliance	21359	10/20/2020	10/31/2020	\$ 1,771.43	47240
Special Dist Mgmt Srvs	Oct-20	10/31/2020	10/31/2020	\$ 372.40	47440
Special Dist Mgmt Srvs	Oct-20	10/31/2020	10/31/2020	\$ 14.00	17020
Special Dist Mgmt Srvs	Oct-20	10/31/2020	10/31/2020	\$ 83.40	47000
Special Dist Mgmt Srvs	Oct-20	10/31/2020	10/31/2020	\$ 159.60	17440
Special Dist Mgmt Srvs	Oct-20	10/31/2020	10/31/2020	\$ 42.00	17360
Special Dist Mgmt Srvs	Oct-20	10/31/2020	10/31/2020	\$ 276.34	17480
Special Dist Mgmt Srvs	Oct-20	10/31/2020	10/31/2020	\$ 734.00	47210
Special Dist Mgmt Srvs	Oct-20	10/31/2020	10/31/2020	\$ 194.60	17000
United Power	13812503 October 2020	10/6/2020	10/31/2020	\$ 20.54	47850
United Power	13052501 October 2020	10/26/2020	10/31/2020	\$ 209.85	47850
United Power	12902200 October 2020	10/6/2020	10/31/2020	\$ 1,697.48	47850
United Power	13813503 October 2020	10/6/2020	10/31/2020	\$ 20.22	47850
Utility Notification Center	220101117	10/31/2020	10/31/2020	\$ 2.98	17480
				\$ 9,151.81	

Riverdale Peaks II Metropolitan District
November-20

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 1,046.91	\$ 2,000.00	\$ 6,104.90	\$ 9,151.81
				\$ -
Total Disbursements from Checking Acct	\$1,046.91	\$2,000.00	\$6,104.90	\$9,151.81

Riverdale Peaks II Metropolitan District

Dec-20

Vendor	Invoice #	Date	Due Date	Amount	Account Number
Badger Meter	80063903	11/30/2020	12/14/2020	\$ 60.00	46460
Badger Meter	80062238	10/30/2020	12/14/2020	\$ 6.54	46460
Century Link	997B November 2020	11/4/2020	11/30/2020	\$ 124.94	47850
Colorado Special District P&L	POL-0006063	11/24/2020	12/14/2020	\$ 7,941.00	11240
Freedom Mailing Services, Inc.	39349	11/12/2020	12/14/2020	\$ 36.72	47210
McGeady Becher P.C.	654M 10/2020	10/31/2020	10/31/2020	\$ 200.00	17460
Neighborhood Lawn Care, Inc	2481	12/1/2020	12/31/2020	\$ 357.39	17510
Ramey Environmental Compliance	21478	11/23/2020	12/14/2020	\$ 21.00	47260
Ramey Environmental Compliance	21478	11/23/2020	12/14/2020	\$ 1,575.00	47240
Special Dist Mgmt Srvs	Nov-20	11/30/2020	11/30/2020	\$ 148.72	47440
Special Dist Mgmt Srvs	Nov-20	11/30/2020	11/30/2020	\$ 168.00	47000
Special Dist Mgmt Srvs	Nov-20	11/30/2020	11/30/2020	\$ 189.28	17440
Special Dist Mgmt Srvs	Nov-20	11/30/2020	11/30/2020	\$ 28.00	17360
Special Dist Mgmt Srvs	Nov-20	11/30/2020	11/30/2020	\$ 54.30	17480
Special Dist Mgmt Srvs	Nov-20	11/30/2020	11/30/2020	\$ 674.00	47210
Special Dist Mgmt Srvs	Nov-20	11/30/2020	11/30/2020	\$ 392.00	17000
United Power	13052501 November 2020	11/24/2020	11/30/2020	\$ 209.85	47850
United Power	13813503 November 2020	11/4/2020	11/30/2020	\$ 20.22	47850
United Power	12902200 November 2020	11/4/2020	11/30/2020	\$ 1,581.98	47850
United Power	13812503 November 2020	11/4/2020	11/30/2020	\$ 20.54	47850
Utility Notification Center	220111103	11/30/2020	12/14/2020	\$ 5.96	17480
				\$ 13,815.44	

Riverdale Peaks II Metropolitan District
December-20

	General	Debt	Enterprise	Totals
Disbursements	\$ 9,167.93		\$ 4,647.51	\$ 13,815.44
				\$ -
Total Disbursements from Checking Acct	\$9,167.93	\$0.00	\$4,647.51	\$13,815.44

Riverdale Peaks II Metropolitan District

Jan-21

Vendor	Invoice #	Date	Due Date	Amount	Account Number
Badger Meter	80065538	12/29/2020	12/31/2020	\$ 900.00	46460
Century Link	997B December 2020	12/4/2020	12/31/2020	\$ 124.94	47850
Colorado Community Media	12612	11/27/2020	11/30/2020	\$ 22.88	17480
Freedom Mailing Services, Inc.	39540	12/11/2020	12/31/2020	\$ 36.72	47210
McGeady Becher P.C.	654M 11/2020	11/30/2020	11/30/2020	\$ 203.00	17460
OmniSite	75758	1/1/2021	1/31/2021	\$ 384.00	47240
Ramey Environmental Compliance	21688	12/23/2020	12/31/2020	\$ 228.40	47248
Ramey Environmental Compliance	21630	12/23/2020	12/31/2020	\$ 2,021.20	47270
Ramey Environmental Compliance	21630	12/23/2020	12/31/2020	\$ 21.00	47260
Ramey Environmental Compliance	21630	12/23/2020	12/31/2020	\$ 1,722.00	47240
Special Dist Mgmt Srvs	Dec-20	12/31/2020	12/31/2020	\$ 289.52	47440
Special Dist Mgmt Srvs	Dec-20	12/31/2020	12/31/2020	\$ 529.20	47000
Special Dist Mgmt Srvs	Dec-20	12/31/2020	12/31/2020	\$ 368.48	17440
Special Dist Mgmt Srvs	Dec-20	12/31/2020	12/31/2020	\$ 221.02	17480
Special Dist Mgmt Srvs	Dec-20	12/31/2020	12/31/2020	\$ 186.00	47210
Special Dist Mgmt Srvs	Dec-20	12/31/2020	12/31/2020	\$ 226.80	17000
United Power	13813503 December 2020	12/4/2020	12/31/2020	\$ 20.22	47850
United Power	13812503 December 2020	12/4/2020	12/31/2020	\$ 20.43	47850
United Power	12902200 December 2020	12/4/2020	12/31/2020	\$ 1,382.58	47850
United Power	13052501 December 2020	12/23/2020	12/31/2020	\$ 209.85	47850
				\$ 9,118.24	

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

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 1,042.18		\$ 8,076.06	\$ 9,118.24
				\$ -
Total Disbursements from Checking Acct	\$1,042.18	\$0.00	\$8,076.06	\$9,118.24

Riverdale Peaks Metropolitan District

Feb-21

Vendor	Invoice #	Date	Due Date	Amount	Account Number
Century Link	997B	January 2021	1/4/2021	1/31/2021	\$ 133.02 47850
Freedom Mailing Services, Inc.	39746	1/14/2021	1/31/2021	\$ 37.40	47210
McGeady Becher P.C.	654M	12/2020	12/31/2002	12/31/2020	\$ 200.00 17460
Neighborhood Lawn Care, Inc	2554	2/7/2021	2/28/2021	\$ 736.22	17510
Powell Restoration Inc.	5935	1/31/2021	1/31/2021	\$ 465.00	17512
Ramey Environmental Compliance	21783	1/25/2021	1/25/2021	\$ 21.00	47260
Ramey Environmental Compliance	21783	1/25/2021	1/25/2021	\$ 1,658.84	47240
Special Dist Mgmt Srvs	Jan-21	1/31/2021	1/31/2021	\$ 268.40	47440
Special Dist Mgmt Srvs	Jan-21	1/31/2021	1/31/2021	\$ 343.35	47000
Special Dist Mgmt Srvs	Jan-21	1/31/2021	1/31/2021	\$ 341.60	17440
Special Dist Mgmt Srvs	Jan-21	1/31/2021	1/31/2021	\$ 14.00	17360
Special Dist Mgmt Srvs	Jan-21	1/31/2021	1/31/2021	\$ 65.25	17480
Special Dist Mgmt Srvs	Jan-21	1/31/2021	1/31/2021	\$ 485.50	47210
Special Dist Mgmt Srvs	Jan-21	1/31/2021	1/31/2021	\$ 147.15	17000
Special District Association	2021 Dues	2/9/2021	2/28/2021	\$ 337.73	17480
United Power	12902200	January 2021	1/5/2021	1/31/2021	\$ 1,400.28 47850
United Power	13052501	January 2021	1/26/2021	1/31/2021	\$ 209.85 47850
United Power	13813503	January 2021	1/5/2021	1/31/2021	\$ 20.22 47850
United Power	13812503	January 2021	1/5/2021	1/31/2021	\$ 20.42 47850
Utility Notification Center	221011191	1/31/2021	1/31/2021	\$ 3.96	17480
Xcel Energy	716195788	1/14/2021	1/31/2021	\$ 16.12	47850
				\$ 6,925.31	

Riverdale Peaks II Metropolitan District
February-21

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 2,310.91		\$ 4,614.40	\$ 6,925.31
				\$ -
Total Disbursements from Checking Acct	\$2,310.91	\$0.00	\$4,614.40	\$6,925.31

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

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Century Link	997B February 2021	2/4/2021	3/19/2021	\$ 133.02	Utilities	47850
Freedom Mailing Services, Inc.	39938	2/12/2021	3/19/2021	\$ 37.26	Billing	47210
Generator Source	147001142	2/12/2021	3/19/2021	\$ 878.03	Generator Preventative Mtce	47242
Luke Ditomas & Karen Schweibs	3192021	3/4/2021	3/19/2021	\$ 265.87	Billing	47210
McGeady Becher P.C.	654M 01/2021	1/31/2021	3/19/2021	\$ 200.00	Legal Services	17460
McGeady Becher P.C.	654M 02/2021	2/28/2021	3/19/2021	\$ 200.00	Legal Services	17460
Neighborhood Lawn Care, Inc	2607	3/1/2021	3/31/2021	\$ 368.11	Landscape Maintenance	17510
Powell Restoration Inc.	5977	2/25/2021	3/19/2021	\$ 465.00	Landscape Improvements	17512
Ramey Environmental Compliance	21931	2/24/2021	3/19/2021	\$ 1,575.00	Operations	47240
Ramey Environmental Compliance	21876	2/11/2021	3/19/2021	\$ 670.56	Chemicals & Supplies	47270
Ramey Environmental Compliance	21876	2/11/2021	3/19/2021	\$ 176.52	Testing	47260
Ramey Environmental Compliance	21876	2/11/2021	3/19/2021	\$ 34.72	Operations	47240
Special Dist Mgmt Svcs	Feb-21	2/28/2021	3/19/2021	\$ 256.55	District Management	47440
Special Dist Mgmt Svcs	Feb-21	2/28/2021	3/19/2021	\$ 344.96	Accounting	47000
Special Dist Mgmt Svcs	Feb-21	2/28/2021	3/19/2021	\$ 115.95	District Management	17440
Special Dist Mgmt Svcs	Feb-21	2/28/2021	3/19/2021	\$ 80.88	Miscellaneous	17480
Special Dist Mgmt Svcs	Feb-21	2/28/2021	3/19/2021	\$ 443.50	Billing	47210
Special Dist Mgmt Svcs	Feb-21	2/28/2021	3/19/2021	\$ 439.04	Accounting	17000
United Power	12902200 February 2021	2/4/2021	3/19/2021	\$ 1,515.39	Utilities	47850
United Power	13812503 February 2021	2/2/2021	3/19/2021	\$ 20.53	Utilities	47850
United Power	13052501 February 2021	2/24/2021	3/19/2021	\$ 206.15	Utilities	47850
United Power	13813503 February 2021	2/4/2021	3/19/2021	\$ 20.22	Utilities	47850
Utility Notification Center	221021202	2/28/2021	3/19/2021	\$ 1.32	Miscellaneous	17480
Xcel Energy	720087817	2/12/2021	3/19/2021	\$ 64.45	Utilities	47850

\$8,513.03

Riverdale Peaks II Metropolitan District
March-21

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 1,870.30		\$ 6,642.73	\$ 8,513.03
			\$	-
Total Disbursements from Checking Acct	\$1,870.30	\$0.00	\$6,642.73	\$8,513.03

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

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Century Link	997B March 2021	3/4/2021	4/29/2021	\$ 133.22	Utilities	47850
Freedom Mailing Services, Inc.	40125	3/11/2021	4/10/2021	\$ 37.26	Billing	47210
Generator Source	147001142-2	2/12/2021	4/29/2021	\$ 489.32	Generator Preventative Mtce	47242
Neighborhood Lawn Care, Inc	2641	4/3/2021	4/30/2021	\$ 368.11	Landscape Maintenance	17510
Powell Restoration Inc.	6025	3/25/2021	4/29/2021	\$ 465.00	Landscape Improvements	17512
Ramey Environmental Compliance	22070	3/24/2021	4/23/2021	\$ 21.00	Testing	47260
Ramey Environmental Compliance	22070	3/24/2021	4/23/2021	\$ 1,575.00	Operations	47240
Special Dist Mgmt Srvs	Mar-21	3/31/2021	3/31/2021	\$ 258.72	District Management	47440
Special Dist Mgmt Srvs	Mar-21	3/31/2021	3/31/2021	\$ 84.00	Accounting	47000
Special Dist Mgmt Srvs	Mar-21	3/31/2021	3/31/2021	\$ 329.28	District Management	17440
Special Dist Mgmt Srvs	Mar-21	3/31/2021	3/31/2021	\$ 103.14	Miscellaneous	17480
Special Dist Mgmt Srvs	Mar-21	3/31/2021	3/31/2021	\$ 892.00	Billing	47210
Special Dist Mgmt Srvs	Mar-21	3/31/2021	3/31/2021	\$ 36.00	Accounting	17000
United Power	13813503 March 2021	3/3/2021	4/29/2021	\$ 20.22	Utilities	47850
United Power	13052501 March 2021	3/26/2021	4/29/2021	\$ 206.15	Utilities	47850
United Power	13812503 March 2021	3/3/2021	4/29/2021	\$ 20.32	Utilities	47850
United Power	12902200 March 2021	3/3/2021	4/29/2021	\$ 1,360.00	Utilities	47850
Utility Notification Center	221031242	3/31/2021	4/29/2021	\$ 2.64	Miscellaneous	17480
Xcel Energy	724270976	3/17/2021	4/6/2021	\$ 97.28	Utilities	47850

\$ 6,498.66

Riverdale Peaks II Metropolitan District
April-21

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 1,304.17		\$ 5,194.49	\$ 6,498.66
				\$ -
Total Disbursements from Checking Acct	\$1,304.17	\$0.00	\$5,194.49	\$6,498.66

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

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Badger Meter	80072510	4/29/2021	5/14/2021	\$ 360.00	Meter Fee	46460
Century Link	997B April 2021	4/4/2021	5/14/2021	\$ 133.72	Utilities	47850
County of Adams	389853	4/1/2021	5/14/2021	\$ 97.41	Miscellaneous	17480
County of Adams	366799	4/1/2021	5/14/2021	\$ 34.85	Miscellaneous	17480
Freedom Mailing Services, Inc.	40331	4/12/2021	5/12/2021	\$ 37.26	Billing	47210
Generator Source	148001028	4/2/2021	5/14/2021	\$ 2,283.97	Generator Preventative Mtce	47242
McGeady Becher P.C.	654M 03/2021	3/31/2021	5/14/2021	\$ 200.00	Legal Services	17460
Neighborhood Lawn Care, Inc	2675	5/1/2021	5/31/2021	\$ 368.11	Landscape Maintenance	17510
Powell Restoration Inc.	6092	4/28/2021	5/14/2021	\$ 465.00	Landscape Improvements	17512
Ramey Environmental Compliance	22180	4/23/2021	5/14/2021	\$ 1,156.38	Chemicals & Supplies	47270
Ramey Environmental Compliance	22180	4/23/2021	5/14/2021	\$ 21.00	Testing	47260
Ramey Environmental Compliance	22180	4/23/2021	5/14/2021	\$ 2,031.00	Operations	47240
Special Dist Mgmt Srvs	4/30/2021	4/30/2021	5/14/2021	\$ 289.52	District Management	47440
Special Dist Mgmt Srvs	4/30/2021	4/30/2021	5/14/2021	\$ 418.95	Accounting	47000
Special Dist Mgmt Srvs	4/30/2021	4/30/2021	5/14/2021	\$ 368.48	District Management	17440
Special Dist Mgmt Srvs	4/30/2021	4/30/2021	5/14/2021	\$ 195.67	Miscellaneous	17480
Special Dist Mgmt Srvs	4/30/2021	4/30/2021	5/14/2021	\$ 343.50	Billing	47210
Special Dist Mgmt Srvs	4/30/2021	4/30/2021	5/14/2021	\$ 179.55	Accounting	17000
United Power	13813503 April 2021	4/6/2021	5/14/2021	\$ 20.22	Utilities	47850
United Power	12902200 April 2021	4/6/2021	5/14/2021	\$ 1,484.44	Utilities	47850
United Power	13052501 April 2021	4/23/2021	5/14/2021	\$ 206.15	Utilities	47850
United Power	13812503 April 2021	4/6/2021	5/14/2021	\$ 20.42	Utilities	47850
Upper Case Printing, Ink.	16970	4/20/2021	5/14/2021	\$ 43.50	Miscellaneous	47480
Utility Notification Center	221041254	4/30/2021	5/14/2021	\$ 3.96	Miscellaneous	17480
Xcel Energy	728764840	4/20/2021	5/14/2021	\$ 130.59	Utilities	47850

\$ 10,893.65

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

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 1,913.03		\$ 8,980.62	\$ 10,893.65
				\$ -
Total Disbursements from Checking Acct	\$1,913.03	\$0.00	\$8,980.62	\$10,893.65

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

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Century Link	997B May 2021	5/4/2021	5/5/2021	\$ 133.72	Utilities	47850
Freedom Mailing Services, Inc.	40519	5/11/2021	6/10/2021	\$ 37.26	Billing	47210
Generator Source	147001274	6/1/2021	7/1/2021	\$ 1,205.13	Generator Preventative Mtce	47242
McGeady Becher P.C.	654M 04/2021	4/30/2021	5/31/2021	\$ 200.00	Legal Services	17460
Neighborhood Lawn Care, Inc	2703	6/1/2021	7/1/2021	\$ 368.11	Landscape Maintenance	17510
Powell Restoration Inc.	6147	5/18/2021	5/18/2021	\$ 465.00	Landscape Improvements	17512
Ramey Environmental Compliance	22309	5/24/2021	5/24/2021	\$ 21.00	Testing	47260
Ramey Environmental Compliance	22309	5/24/2021	5/24/2021	\$ 1,798.42	Operations	47240
Schilling & Company, Inc	13017	6/10/2021	6/10/2021	\$ 4,100.00	Auditing	17020
Special Dist Mgmt Srvs	May-21	5/31/2021	5/31/2021	\$ 183.92	District Management	47440
Special Dist Mgmt Srvs	May-21	5/31/2021	5/31/2021	\$ 434.00	Accounting	47000
Special Dist Mgmt Srvs	May-21	5/31/2021	5/31/2021	\$ 234.08	District Management	17440
Special Dist Mgmt Srvs	May-21	5/31/2021	5/31/2021	\$ 86.86	Miscellaneous	17480
Special Dist Mgmt Srvs	May-21	5/31/2021	5/31/2021	\$ 562.00	Billing	47210
Special Dist Mgmt Srvs	May-21	5/31/2021	5/31/2021	\$ 186.00	Accounting	17000
United Power	13052501 May 2021	5/25/2021	5/25/2021	\$ 202.45	Utilities	47850
United Power	12902200 May 2021	5/5/2021	5/5/2021	\$ 1,485.52	Utilities	47850
United Power	13813503 May 2021	5/5/2021	5/5/2021	\$ 20.11	Utilities	47850
United Power	13812503 May 2021	5/5/2021	5/5/2021	\$ 20.42	Utilities	47850
Upper Case Printing, Ink.	17166	6/3/2021	6/3/2021	\$ 15.78	Miscellaneous	47480
Utility Notification Center	221051248	5/31/2021	5/31/2021	\$ 1.32	Miscellaneous	17480
Xcel Energy	731964056	5/13/2021	6/3/2021	\$ 801.48	Utilities	47850

\$ 12,562.58

Riverdale Peaks II Metropolitan District
June-21

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 5,641.37		\$ 6,921.21	\$ 12,562.58
				\$ -
Total Disbursements from Checking Acct	\$5,641.37	\$0.00	\$6,921.21	\$12,562.58

**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
Schedule of Cash Position
June 30, 2021

	<u>Rate</u>	<u>Operating</u>	<u>Debt Service</u>	<u>Enterprise</u>	<u>Total</u>
Checking:					
1st Bank Checking Acct		\$ 27,519.65	\$ (7,185.65)	\$ 72,886.95	\$ 93,220.95
Investments:					
C-Safe	0.02%	339,579.58	45,508.41	0.33	385,088.32
Trust Funds					
Bond Fund			2.13		2.13
TOTAL FUNDS:		<u>\$ 367,099.23</u>	<u>\$ 38,324.89</u>	<u>\$ 72,887.28</u>	<u>\$ 478,311.40</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
June 30, 2021

RIVERDALE PEAKS II METROPOLITAN DISTRICT
Combined Balance Sheet - All Fund Types and Account Groups
June 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	\$ 27,520	\$ (7,186)	\$ 72,887	\$ -	\$ -	\$ 93,221
C-Safe	339,580	45,508	0	-	-	385,088
Bond Fund	-	2	-	-	-	2
Property taxes receivable	52,949	120,401	-	-	-	173,350
Accounts Receivable	-	-	1,832	-	-	1,832
Total Current Assets	<u>420,048</u>	<u>158,726</u>	<u>74,719</u>	<u>-</u>	<u>-</u>	<u>653,493</u>
Other Debits						
Amount available in DSF	-	-	-	38,325	-	38,325
Amount to be Provided	-	-	-	6,003,909	-	6,003,909
Total Other Debits	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,042,234</u>	<u>-</u>	<u>6,042,234</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>\$ 420,048</u>	<u>\$ 158,726</u>	<u>\$ 74,719</u>	<u>\$ 6,042,234</u>	<u>\$ 2,618,219</u>	<u>\$ 9,313,946</u>
Liabilities						
Long Term Liabilities						
Developer Adv Payable	-	-	114,731	-	-	114,731
Accrued Interest on Dev Adv-Ef	-	-	102,898	-	-	102,898
Developer Adv-Capital	-	-	-	1,151,454	-	1,151,454
Developer Adv-GF	-	-	-	365,069	-	365,069
Accrued Inter-Dev Adv-Capital	-	-	-	1,083,135	-	1,083,135
Accrued Int-Dev Adv Operations	-	-	-	377,576	-	377,576
Bonds Payable	-	-	-	3,065,000	-	3,065,000
Total Long Term Liabilities	<u>-</u>	<u>-</u>	<u>217,629</u>	<u>6,042,234</u>	<u>-</u>	<u>6,259,863</u>
Deferred Inflows of Resources						
Deferred Property Taxes	52,949	120,401	-	-	-	173,350
Total Deferred Inflows of Resources	<u>52,949</u>	<u>120,401</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>173,350</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	65,549	20,066	(159)	-	-	85,456
Total Fund Balances	<u>367,099</u>	<u>38,325</u>	<u>(142,910)</u>	<u>-</u>	<u>2,618,219</u>	<u>2,880,733</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 420,048</u>	<u>\$ 158,726</u>	<u>\$ 74,719</u>	<u>\$ 6,042,234</u>	<u>\$ 2,618,219</u>	<u>\$ 9,313,946</u>

RIVERDALE PEAKS II METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 6 Months Ending
June 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	\$ 28,188	\$ 80,027	\$ 132,976	\$ (52,949)	60.2%
Specific ownership tax	2,638	4,265	7,979	(3,714)	53.5%
Interest income	28	82	3,500	(3,418)	2.3%
Total Revenues	<u>30,854</u>	<u>84,374</u>	<u>144,455</u>	<u>(60,081)</u>	<u>58.4%</u>
Expenditures					
Accounting	402	988	3,000	2,012	32.9%
County Treasurer's fee	423	1,200	1,995	795	60.2%
Insurance and Bonds	-	8,405	7,750	(655)	108.5%
District Management	932	1,389	5,000	3,611	27.8%
Legal Services	400	800	2,800	2,000	28.6%
Miscellaneous	739	1,429	3,000	1,571	47.6%
Banking fees	40	80	100	20	80.0%
Landscape Maintenance	1,104	2,209	5,000	2,791	44.2%
Landscape Improvements	1,395	2,325	32,000	29,675	7.3%
Contingency	-	-	10,000	10,000	0.0%
Total Expenditures	<u>5,434</u>	<u>18,825</u>	<u>70,645</u>	<u>51,820</u>	<u>26.6%</u>
Excess (Deficiency) of Revenues Over Expenditures	25,420	65,549	73,810	(8,261)	
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	25,420	65,549	19,476	46,073	
Beginning Fund Balance	341,679	301,550	145,007	156,543	
Ending Fund Balance	<u>\$ 367,099</u>	<u>\$ 367,099</u>	<u>\$ 164,483</u>	<u>\$ 202,616</u>	

RIVERDALE PEAKS II METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 6 Months Ending
June 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	\$ 41,828	\$ 118,753	\$ 197,325	\$ (78,572)	60.2%
Specific ownership tax	3,915	6,329	5,750	579	110.1%
Interest income	9	13	500	(487)	2.6%
Total Revenues	<u>45,752</u>	<u>125,095</u>	<u>203,575</u>	<u>(78,480)</u>	<u>61.4%</u>
Expenditures					
Auditing	4,100	4,100	6,000	1,900	68.3%
County Treasurer's fee	627	1,781	2,960	1,179	60.2%
Interest expense - bonds	-	99,148	190,000	90,853	52.2%
Paying agent / trustee fees	-	-	2,000	2,000	0.0%
Total Expenditures	<u>4,727</u>	<u>105,029</u>	<u>200,960</u>	<u>95,931</u>	<u>52.3%</u>
Excess (Deficiency) of Revenues Over Expenditures	41,024	20,066	2,615	17,451	
Beginning Fund Balance	(2,699)	18,259	15,070	3,189	
Ending Fund Balance	<u>\$ 38,325</u>	<u>\$ 38,325</u>	<u>\$ 17,685</u>	<u>\$ 20,640</u>	

RIVERDALE PEAKS II METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 6 Months Ending
June 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	\$ 14,806	\$ 34,769	\$ 75,000	\$ (40,231)	46.4%
Total Revenues	<u>14,797</u>	<u>34,760</u>	<u>75,000</u>	<u>(40,240)</u>	<u>46.3%</u>
Expenditures					
Accounting	937	1,625	4,000	2,375	40.6%
Billing	1,909	3,179	3,100	(79)	102.5%
Operations	5,404	9,057	18,000	8,943	50.3%
Generator Preventative Mtce	3,978	4,856	-	(4,856)	-
Equipment Repair	-	-	15,000	15,000	0.0%
Testing	63	261	3,500	3,239	7.4%
Chemicals & Supplies	1,156	1,827	5,650	3,823	32.3%
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	2,002	3,983	-	(3,983)	-
District Management	732	1,257	4,000	2,743	31.4%
Miscellaneous	59	59	1,200	1,141	4.9%
Utilities	6,496	8,815	21,000	12,185	42.0%
Fuel Generator	-	-	800	800	0.0%
Floor Water alarm	-	-	1,300	1,300	0.0%
Total Expenditures	<u>22,739</u>	<u>34,919</u>	<u>101,050</u>	<u>66,131</u>	<u>34.6%</u>
Excess (Deficiency) of Revenues Over Expenditures	(7,942)	(159)	(26,050)	25,891	
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>(7,942)</u>	<u>(159)</u>	<u>23,950</u>	<u>(24,109)</u>	
Beginning Fund Balance	(134,968)	(142,751)	-	(142,751)	
Ending Fund Balance	<u>\$ (142,910)</u>	<u>\$ (142,910)</u>	<u>\$ 23,950</u>	<u>\$ (166,860)</u>	

**RIVERDALE PEAKS II
METROPOLITAN DISTRICT
Adams County, Colorado**

**FINANCIAL STATEMENTS
DECEMBER 31, 2020**

DRAFT 7/15/2021

Table of Contents

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	I
BASIC FINANCIAL STATEMENTS	
Government-wide financial statements	
Statement of Net Position	1
Statement of Activities	2
Fund Financial Statements	
Balance Sheet – Governmental Funds	3
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	4
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	5
Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund	6
Statement of Net Position – Proprietary Fund	7
Statement of Revenues, Expenses and Changes in Net Position - Proprietary Fund	8
Statement of Cash Flows – Proprietary Fund	9
Notes to Financial Statements	10
SUPPLEMENTAL INFORMATION	
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual Debt Service Fund	24
Schedule of Revenues, Expenditures and Changes in Funds Available – Budget and Actual Enterprise Fund	25
OTHER INFORMATION	
Summary of Assessed Valuation, Mill Levy and Property Taxes Collected	26
Schedule of Debt Service Requirements to Maturity	27



SCHILLING & COMPANY, INC.

Certified Public Accountants

P.O. Box 631579
HIGHLANDS RANCH, CO 80163

PHONE: 720.348.1086
FAX: 720.348.2920

Independent Auditor's Report

Board of Directors
Riverdale Peaks II Metropolitan District
Adams County, Colorado

Report for the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, and each major fund of Riverdale Peaks II Metropolitan District (District) as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of Riverdale Peaks II Metropolitan District, as of December 31, 2020, and the respective changes in financial position and, where applicable, cash flows, and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Management has not presented the management's discussion and analysis that governmental accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing 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. Our opinion on the basic financial statements is not affected by this missing information.

Prior-Year Comparative Information

We have previously audited the District's 2019 financial statements, and we expressed unmodified opinions on the respective financial statements of the governmental activities, the business-type activities and each major fund in our report dated June 25, 2020. In our opinion, the summarized comparative information presented herein for the proprietary fund as of and for the year ended December 31, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's financial statements as a whole. The supplemental information listed in the table of contents is presented for purposes of additional analysis and are not a required part of the financial statements.

The supplemental information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the 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 auditing standards generally accepted in the United States of America. In our opinion, the supplemental information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

BASIC FINANCIAL STATEMENTS

DRAFT 7/15/2021

RIVERDALE PEAKS II METROPOLITAN DISTRICT
STATEMENT OF NET POSITION
December 31, 2020

	<u>Governmental Activities</u>	<u>Business-Type Activities</u>	<u>Total</u>
ASSETS			
Cash and investments - unrestricted	\$ 293,738	\$ 70,497	\$ 364,235
Cash and investments - restricted	17,275	-	17,275
Prepaid expenses	8,391	-	8,391
Receivable - County Treasurer	1,647	-	1,647
Accounts receivable - customers	-	9,532	9,532
Property taxes receivable	330,301	-	330,301
Capital assets, not being depreciated	720,888	-	720,888
Capital assets, net of depreciation	1,897,329	-	1,897,329
Total assets	<u>3,269,569</u>	<u>80,029</u>	<u>3,349,598</u>
LIABILITIES			
Accounts payable	1,242	9,133	10,375
Accrued interest payable	14,613	-	14,613
Noncurrent liabilities:			
Due within one year	450,000	-	450,000
Due in more than one year	6,285,044	213,647	6,498,691
Total liabilities	<u>6,750,899</u>	<u>222,780</u>	<u>6,973,679</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred property tax revenue			
Total deferred inflows of resources	330,301	-	330,301
	<u>330,301</u>	<u>-</u>	<u>330,301</u>
NET POSITION			
Net investment in capital assets	(1,598,237)	-	(1,598,237)
Restricted for:			
Emergencies	4,000	-	4,000
Unrestricted	(2,217,394)	(142,751)	(2,360,145)
Total net position	<u>\$ (3,811,631)</u>	<u>\$ (142,751)</u>	<u>\$ (3,954,382)</u>

These financial statements should be read only in connection with
the accompanying notes to financial statements.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2020**

	General	Debt Service	Total Governmental Funds
ASSETS			
Cash and investments - unrestricted	\$ 293,738	\$ -	\$ 293,738
Cash and investments - restricted	-	17,275	17,275
Prepaid expenditures	8,391	-	8,391
Cash with County Treasurer	663	984	1,647
Property tax receivable	132,976	197,325	330,301
TOTAL ASSETS	\$ 435,768	\$ 215,584	\$ 651,352
LIABILITIES			
Accounts payable	\$ 1,242	\$ -	\$ 1,242
Total liabilities	1,242	-	1,242
DEFERRED INFLOWS OF RESOURCES			
Deferred property tax revenue	132,976	197,325	330,301
Total deferred inflows of resources	132,976	197,325	330,301
FUND BALANCES			
Nonspendable			
Prepaid expenditures	8,391	-	8,391
Spendable			
Restricted for emergencies	4,000	-	4,000
Restricted for debt service	-	18,259	18,259
Unassigned	289,159	-	289,159
Total fund balances	301,550	18,259	319,809
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	\$ 435,768	\$ 215,584	

Amounts reported for governmental activities in the Statement of Net Position are different because:

Some long-term assets used in governmental activities are not financial resources and, therefore, are not reported in the Balance Sheet - Governmental Funds.

Capital assets 2,618,217

Some liabilities, including bonds payable and accrued interest payable, are not due and payable in the current period and, therefore, are not reported in the Balance Sheet - Governmental Funds.

General obligation bonds payable	(3,065,000)
Accrued interest payable on general obligation bonds	(14,613)
Unpaid accrued interest payable on general obligation bonds	(745,523)
Developer advances payable and accrued interest thereon	(2,924,521)
Net position of governmental activities	\$ (3,811,631)

These financial statements should be read only in connection with the accompanying notes to financial statements.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS
Year Ended December 31, 2020**

	<u>General</u>	<u>Debt Service</u>	<u>Total Governmental Funds</u>
REVENUES			
Property tax	\$ 121,186	\$ 179,828	\$ 301,014
Specific ownership tax	8,894	13,197	22,091
Net investment income	1,361	174	1,535
Total revenues	<u>131,441</u>	<u>193,199</u>	<u>324,640</u>
EXPENDITURES			
Current			
Management fees	2,711	-	2,711
Accounting	1,609	-	1,609
Audit	-	5,090	5,090
Legal	3,152	-	3,152
Insurance and bonds	4,001	-	4,001
Election	778	-	778
County Treasurer's fees	1,818	2,697	4,515
Landscape maintenance	4,201	-	4,201
Landscape improvements	3,700	-	3,700
Miscellaneous	4,298	-	4,298
Debt service			
Paying agent fees	-	2,000	2,000
Bond interest	-	170,007	170,007
Total expenditures	<u>26,268</u>	<u>179,794</u>	<u>206,062</u>
NET CHANGE IN FUND BALANCES	105,173	13,405	118,578
FUND BALANCES - BEGINNING OF YEAR	196,377	4,854	201,231
FUND BALANCES - END OF YEAR	<u>\$ 301,550</u>	<u>\$ 18,259</u>	<u>\$ 319,809</u>

These financial statements should be read only in connection with
the accompanying notes to financial statements.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES OF
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
Year Ended December 31, 2020**

A reconciliation reflecting the differences between the governmental funds net change in fund balances and change in net position reported for governmental activities in the Statement of Activities as follows:

Net change in fund balances - Total governmental funds	\$ 118,578
<p>Governmental funds report capital outlays as expenditures. In the statement of activities capital outlay is not reported as an expenditure. Instead the cost of the asset is allocated over its estimated useful life, and recorded as depreciation expense in each of those years.</p>	
Depreciation	(81,796)
<p>Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.</p>	
Change in accrued interest on developer advances	(106,377)
Change in accrued interest on bonds	<u>(71,961)</u>
Change in net position - Governmental activities	<u><u>\$ (141,556)</u></u>

These financial statements should be read only in connection with the accompanying notes to financial statements.

RIVERDALE PEAKS II METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND
Year Ended December 31, 2020

	Original Budgeted Amounts	Final Budgeted Amounts	Actual	Variance with Final Budget - Positive (Negative)
REVENUES				
Property tax	\$ 121,186	\$ 121,186	\$ 121,186	\$ -
Specific ownership taxes	7,271	7,271	8,894	1,623
Net investment income	3,500	3,500	1,361	(2,139)
Total revenues	<u>131,957</u>	<u>131,957</u>	<u>131,441</u>	<u>(516)</u>
EXPENDITURES				
Management fees	5,000	5,000	2,711	2,289
Accounting	3,000	3,000	1,609	1,391
Legal	2,800	2,800	3,152	(352)
Insurance and bonds	7,000	7,000	4,001	2,999
Election	4,000	4,000	778	3,222
County Treasurer's fees	1,818	1,818	1,818	-
Landscape maintenance	5,000	5,000	4,201	799
Landscape improvements	32,000	32,000	3,700	28,300
Miscellaneous	3,000	3,000	4,138	(1,138)
Banking fees	100	100	160	(60)
Contingency and emergency reserve	13,959	86,282	-	86,282
Total expenditures	<u>77,677</u>	<u>150,000</u>	<u>26,268</u>	<u>123,732</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>54,280</u>	<u>(18,043)</u>	<u>105,173</u>	<u>123,216</u>
OTHER FINANCING SOURCES (USES)				
Transfers to other funds	(50,000)	(50,000)	-	50,000
Total other financing sources (uses)	<u>(50,000)</u>	<u>(50,000)</u>	<u>-</u>	<u>50,000</u>
NET CHANGE IN FUND BALANCE	4,280	(68,043)	105,173	173,216
FUND BALANCE - BEGINNING OF YEAR	142,672	142,672	196,377	53,705
FUND BALANCE - END OF YEAR	<u>\$ 146,952</u>	<u>\$ 74,629</u>	<u>\$ 301,550</u>	<u>\$ 226,921</u>

These financial statements should be read only in connection with the
accompanying notes to financial statements.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
STATEMENT OF NET POSITION
PROPRIETARY FUND
December 31, 2020
(with comparative totals for December 31, 2019)**

	Enterprise Fund	
	2020	2019
ASSETS		
Cash and investments - unrestricted	\$ 70,497	\$ 66,188
Accounts receivable - customers	9,532	13,415
Total assets	80,029	79,603
LIABILITIES		
Accounts payable	9,133	28,706
Noncurrent liabilities		
Due in more than one year	213,647	205,593
Total liabilities	222,780	234,299
UNRESTRICTED NET POSITION	\$ (142,751)	\$ (154,696)

These financial statements should be read only in connection with
the accompanying notes to financial statements.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUND**

**Year Ended December 31, 2020
(with comparative totals for December 31, 2019)**

	Enterprise Fund	
	2020	2019
OPERATING REVENUES		
Water charges	\$ 99,040	\$ 96,845
Water meter fee	248	-
Landscape design fee	425	1,195
Insurance reimbursements	8,845	15,419
Other income	315	-
Total operating revenues	<u>108,873</u>	<u>113,459</u>
OPERATING EXPENDITURES		
Management	4,238	3,755
Accounting	2,376	6,563
Billing	7,230	3,669
Landscape design review	-	1,390
Operations	22,159	11,399
Insurance	3,273	5,463
Generator preventative maintenance	6,213	1,406
Repairs and maintenance	7,856	41,813
Meter install and inspection	900	600
Testing	2,612	5,757
Chemicals and supplies	7,034	1,745
Utilities	24,899	27,974
Miscellaneous	84	163
Total operating expenses	<u>88,874</u>	<u>111,697</u>
OPERATING INCOME	<u>19,999</u>	<u>1,762</u>
NONOPERATING REVENUES (EXPENSES)		
Interest expense	<u>(8,054)</u>	<u>(8,031)</u>
Total nonoperating revenues (expenses)	<u>(8,054)</u>	<u>(8,031)</u>
CHANGES IN NET POSITION	11,945	(6,269)
NET POSITION - BEGINNING OF YEAR	(154,696)	(148,427)
NET POSITION - END OF YEAR	<u>\$ (142,751)</u>	<u>\$ (154,696)</u>

These financial statements should be read only in connection with
the accompanying notes to financial statements.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
STATEMENT OF CASH FLOWS
PROPRIETARY FUND
Year Ended December 31, 2020
(with comparative totals for December 31, 2019)**

	Enterprise Fund	
	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	\$ 103,911	\$ 95,817
Payments to suppliers	(108,447)	(87,226)
Other receipts	8,845	15,419
Net cash provided by operating activities	<u>4,309</u>	<u>24,010</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	4,309	24,010
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>66,188</u>	<u>42,178</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 70,497</u>	<u>\$ 66,188</u>
Reconciliation of operating income to net cash provided by operating activities		
Operating income	\$ 19,999	\$ 1,762
Adjustments to reconcile operating income to net cash provided by operating activities:		
(Increase) decrease in accounts receivable	3,883	(2,223)
Increase (decrease) in accounts payable	<u>(19,573)</u>	<u>24,471</u>
Net cash provided by operating activities	<u>\$ 4,309</u>	<u>\$ 24,010</u>

These financial statements should be read only in connection with the accompanying notes to financial statements.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

NOTE 1 – DEFINITION OF REPORTING ENTITY

Riverdale Peaks II Metropolitan District (District), a quasi-municipal corporation, was organized on December 2, 2002, and is governed pursuant to the provisions of the Colorado Special District Act. The District's service area is located in Adams County, Colorado. The District was established to provide financing for the design, acquisition and construction of streets, traffic and safety controls, water, sanitary sewer, park and recreation, mosquito control, television relay and translation and transportation facilities.

The District has no employees and all operations and administrative functions are contracted.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

The District is not financially accountable for any other organization, nor is the District a component unit of any other primary governmental entity.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The more significant accounting policies of the District are described as follows:

Government-wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. For the most part, the effect of interfund activity has been removed from these statements. Both statements distinguish between governmental activities, which normally are supported by taxes and intergovernmental revenues, and business-type activities, which rely to significant extent on fees and charges for support.

The statement of net position reports all financial and capital resources of the District. The difference between the assets and deferred outflows of resources, and liabilities and deferred inflows of resources of the District is reported as net position.

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Taxes and other items, not properly included among program revenues, are reported instead as general revenues.

Separate financial statements are provided for governmental and proprietary funds. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met. Depreciation is computed and recorded as an operating expense. Expenditures for capital assets are shown as increases in assets and redemption of bonds and notes are recorded as a reduction in liabilities.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property and specific ownership taxes. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation paid. All other revenue items are considered to be measurable and available only when cash is received by the District. The District determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation is paid.

The District reports the following major governmental funds:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of the governmental funds.

The District reports the following major proprietary fund:

The Enterprise Fund accounts for the water operations that are financed and operated in a manner where the intent of the District is that the costs of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expense generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Operating revenues consist of charges to customers for service provided. Operating expenses for enterprise funds include the costs of sales and services, administrative expenses and depreciation of capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses or capital contributions.

Budgets

In accordance with the State Budget Law, the District's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures level and lapses at year end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

The District has approved supplemental appropriations for the General Fund and the Debt Service Fund.

Pooled Cash and Investments

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single bank account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each funds' average equity balance in total cash. Investments are carried at fair value.

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April 30 or if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflows of resources in the year they are levied and measurable. The deferred property tax revenues are recorded as revenue in the year they are available or collected.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

Capital Assets

Capital Assets, which include property and infrastructure improvements (e.g. water improvements, park and recreation improvements, and similar items) are reported in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000. Such assets are recorded at historical cost. Donated capital assets are recorded at estimated fair value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable. Depreciation expense has been computed using the straight-line method over the estimated economic useful lives:

Pump station	25 years
Water system	50 years
Irrigation and fencing	10 years

Water Rights

In order to provide water for in-house and irrigation uses within the District, the District acquired the rights to 87.93 acre-feet of non-tributary Denver Basin aquifer ground water from Prospect Farms, LLC, in 2005. The cost of water rights includes acquisition cost, legal and engineering costs related to the development and augmentation of those rights. Since the rights have a perpetual life, they are not amortized. All other costs, including costs incurred for the protection of those rights, are expensed.

Surface Rights

In order to assure uninterrupted provision of water to the District, the District acquired certain surface rights within the boundaries of the District from Riverdale Holdings, LLC, and Elkhart, LLC, in 2005. Since the rights have a perpetual life, they are not amortized. All other costs, including costs incurred for the protection of those rights, are expensed.

Deferred Inflows/Outflows of Resources

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. Deferred inflows of resources reported in the governmental funds for unavailable revenues are property taxes levied for the ensuing year.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

Water Facilities Fees

Water facility fees of \$19,750 per residential equivalent unit are charged against properties within the District. The facilities fee is due at the time of issuance of a building permit by Adams County. The District records the facilities fee as revenue when received, which may be at the transfer of property from the Developer to a builder. The District does not anticipate receipt of any additional fees as the remaining vacant land in the District has been acquired by Brighton School District 27J and Adams County. (See Note 8 regarding Developer guarantee.)

Fund Balances – Governmental Funds

The District's governmental fund balances may consist of five classifications based on the relative strength of the spending constraints:

Nonspendable fund balance—the amount of fund balance that is not in spendable form (such as inventory or prepaids) or is legally or contractually required to be maintained intact.

Restricted fund balance—the amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.

Committed fund balance—amounts constrained to specific purposes by the District itself, using its highest level of decision-making authority (i.e., Board of Directors). To be reported as committed, amounts cannot be used for any other purpose unless the District takes the same highest level action to remove or change the constraint.

Assigned fund balance—amounts the District intends to use for a specific purpose. Intent can be expressed by the District Board of Directors or by an official or body to which the District Board of Directors delegates the authority.

Unassigned fund balance—amounts that are available for any purpose. Positive amounts are reported only in the General Fund.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the District Board of Directors has provided otherwise in its commitment or assignment actions.

Comparative Information

The basic financial statements include certain prior-year summarized comparative information in total but not at the level of detail required for a presentation in accordance with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the District's financial statements for the year ended December 31, 2019, from which the summarized information was derived.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

NOTE 3 - CASH AND INVESTMENTS

Cash and investments as of December 31, 2020 are classified in the accompanying statement of net position as follows:

Cash and investments - unrestricted	\$ 364,235
Cash and investments - restricted	17,275
	\$ 381,510

Cash and investments as of December 31, 2020 consist of the following:

Deposits with financial institutions	\$ 85,406
Investments	296,104
	\$ 381,510

Cash Deposits

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least equal to 102% of the aggregate uninsured deposits.

The State Commissioners for banks and financial services are required by Statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

At December 31, 2020, the District's cash deposits had a bank balance of \$82,598 and carrying balance of \$85,406.

Investments

The District has not adopted a formal investment policy; however, the District follows state statutes regarding investments.

The District follows Colorado State Statutes which specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- . Obligations of the United States and certain U.S. government agency securities and the World Bank
- . General obligation and revenue bonds of U.S. local government entities
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Certain reverse repurchase agreements
- . Certain securities lending agreements

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

- . Certain corporate bonds
- . Written repurchase agreements collateralized by certain authorized securities
- . Certain money market funds
- . Guaranteed investment contracts
- . Local government investment pools

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the Board of Directors. Such actions are generally associated with a debt service reserve or sinking fund requirement.

At December 31, 2020, the District had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Carrying Value</u>
Colorado Surplus Asset Fund Trust (CSAFE)	Weighted average under 60 days	<u>\$ 296,104</u>

CSAFE

During 2020, the District invested in the Colorado Surplus Asset Fund Trust (CSAFE), which is an investment vehicle established by state statute for local government entities to pool surplus assets. The State Securities Commissioner administers and enforces all State statutes governing CSAFE. CSAFE is similar to a money market fund, with each share valued at \$1.00. CSAFE may invest in U.S. Treasury securities and repurchase agreements collateralized by U.S. Treasury securities. A designated custodial bank serves as custodian for CSAFE's portfolio pursuant to custodian agreements. The custodian acts as safekeeping agent for CSAFE's investment portfolio and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by CSAFE. CSAFE is rated AAAM by Standard and Poor's. Information related to CSAFE, including the annual audited financial statements, can be found at the CSAFE website at www.csafe.org. Information related to Standard & Poor's ratings can be obtained from Standard & Poor's.

Investment Valuation

Certain investments are measured at fair value on a recurring basis and are categorized within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The District's investments are not required to be categorized within the fair value hierarchy. These investments are measured at amortized cost or in certain circumstances the value is calculated using the net asset value (NAV) per share, or its equivalent of the investment. These investments include 2a7-like external investment pools and money market investments. The District held investments in CSAFE at yearend for which the investment valuations were determined as follows.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

CSAFE's primary goal is to maintain \$1.00 per share NAV. CSAFE prices its portfolio on a weekly basis using a third-party pricing entity to determine if the pool's NAV deviates materially from \$1.00 per share. CSAFE has in place a NAV monitoring policy to take action if a material variation exists.

NOTE 4 - CAPITAL ASSETS

An analysis of the changes in property for the period ended December 31, 2020 follows:

	Balance at December 31, 2019	Increases	Decreases	Balance at December 31, 2020
<u>Governmental Activities</u>				
Capital assets, not being depreciated:				
Surface rights	\$ 113,718	\$ -	\$ -	\$ 113,718
Water Rights	351,720	-	-	351,720
Land and landscaping	255,450	-	-	255,450
Total capital assets, not being depreciated	<u>720,888</u>	<u>-</u>	<u>-</u>	<u>720,888</u>
Capital assets, being depreciated:				
Water system	1,760,020	-	-	1,760,020
Pump station	1,123,276	-	-	1,123,276
Irrigation and fencing	16,651	-	-	16,651
Total capital assets, being depreciated	<u>2,899,947</u>	<u>-</u>	<u>-</u>	<u>2,899,947</u>
Less accumulated depreciation for:				
Water system	(401,814)	(35,200)	-	(437,014)
Pump station	(504,021)	(44,931)	-	(548,952)
Irrigation and fencing	(14,987)	(1,665)	-	(16,652)
Total accumulated depreciation	<u>(920,822)</u>	<u>(81,796)</u>	<u>-</u>	<u>(1,002,618)</u>
Total capital assets being depreciated, net	<u>1,979,125</u>	<u>(81,796)</u>	<u>-</u>	<u>1,897,329</u>
Total capital assets, net	<u>\$ 2,700,013</u>	<u>\$ (81,796)</u>	<u>\$ -</u>	<u>\$ 2,618,217</u>

Total depreciation expense for the water system, pump station, and irrigation and fencing was charged to the general government function of the District in the amount of \$81,796 for the year ended December 31, 2020.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

NOTE 5 – LONG-TERM OBLIGATIONS

The following is an analysis of the changes in the District’s long-term obligations for the year ended December 31, 2020.

	Balance at December 31, 2019	New Issues/ Additions	Retirements	Balance at December 31, 2020	Due Within One Year
<u>Governmental</u>					
Series 2005 G.O. Bonds	\$ 3,065,000	\$ -	\$ -	\$ 3,065,000	\$450,000
Unpaid interest on Bonds	673,063	72,460	-	745,523	-
Developer advances:					
Operations	365,068	-	-	365,068	-
Capital	1,151,454	-	-	1,151,454	-
Accrued interest on					
Developer advances:					
Operations	339,278	25,556	-	364,834	-
Capital	962,343	80,822	-	1,043,165	-
	<u>6,556,206</u>	<u>178,838</u>	<u>-</u>	<u>6,735,044</u>	<u>450,000</u>
<u>Business-type</u>					
Developer advances:					
Enterprise operations	114,731	-	-	114,731	-
Accrued interest on					
Developer advances:					
Enterprise operations	90,862	8,054	-	98,916	-
	<u>205,593</u>	<u>8,054</u>	<u>-</u>	<u>213,647</u>	<u>-</u>
Total district obligations	<u>\$ 6,761,799</u>	<u>\$ 186,892</u>	<u>\$ -</u>	<u>\$ 6,948,691</u>	<u>\$ 450,000</u>

General Obligation Bonds

On September 29, 2005, the District issued \$3,105,000 in General Obligation Bonds (Limited Tax Convertible to Unlimited Tax) dated September 1, 2005, for infrastructure improvements and related initial operation and maintenance costs. The bonds are term bonds due December 1, 2025 with an interest rate of 6.40% paid semi-annually on June 1 and December 1 and due December 1, 2035 with an interest rate of 6.50% paid semi-annually on June 1 and December 1. The bonds are subject to redemption prior to maturity, at the option of the District, as a whole or in integral multiples of \$5,000, in any order of maturity and in whole or partial maturities, on December 1, 2015, and on any date thereafter, upon payment of par and accrued interest, without redemption premium. The bonds maturing December 1, 2025 are subject to mandatory sinking fund redemptions on December 1, 2007 and on each December 1 thereafter in increasing annual amounts through December 1, 2025. The bonds maturing on December 1, 2035 are subject to mandatory sinking fund redemptions on December 1, 2026 and on each December 1 thereafter in increasing annual amounts.

The proceeds of such debt were used for bond issuance costs, capitalized interest, capital infrastructure costs and reimbursement to the Developer for advances made to the District.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

The bonds are payable from pledged revenue, including the District's covenant to levy the required mill levy on all taxable property within the District and water facilities fees (See Note 8 – WATER FACILITIES FEE AGREEMENT). The minimum mill levy is 38.000 mills and the maximum levy is 63.986, as adjusted by the Gallagher Amendment, until the ratio of the District's debt to its assessed value is 50% or less at which time the required mill levy becomes unlimited. The District must levy taxes sufficient to make debt service payments when combined with other pledged revenue sources. The District levied the maximum mill levy of 63.986 for collection in 2020.

The District filed material event notifications for the June 1, 2015, December 1, 2015, June 1, 2016, December 1, 2016, June 1, 2017, December 1, 2017, June 1, 2018, December 1, 2018, June 1, 2019 and December 1, 2019 scheduled payments to inform the bondholders and potential purchasers of the Bonds of the lack of funds available to make the principal and interest payments due. The amount available from Pledged Revenues in the District's Debt Service Fund, as well as the Bond Fund and Surplus Fund held by the trustee was insufficient to make the debt service payments in full which resulted in shortfalls.

The District filed a material event notification to inform the bondholders and potential purchasers of the Bonds of the lack of funds available to make the December 1, 2020 principal and interest payment due of \$180,667.50. The amount available from Pledged Revenues in the District's Debt Service Fund, as well as the Bond Fund and Surplus Fund held by the trustee, totaled \$70,859.54 which resulted in a payment shortfall of \$109,807.96.

Under Section 2.01(g) of the Indenture, to the extent interest on any bond is not paid when due, such interest shall compound semiannually on each interest payment date, at the rate then borne by the bond.

As of December 31, 2020, the District had unpaid accrued interest of \$745,523.

The District's bonds scheduled maturities are as follows:

Year Ending December 31,	Principal	Interest	Total
2021	\$ 450,000	* \$ 921,098	* \$ 1,371,098
2022	105,000	169,495	274,495
2023	115,000	162,775	277,775
2024	125,000	155,415	280,415
2025	135,000	147,415	282,415
2026-2030	870,000	588,900	1,458,900
2031-2035	1,265,000	259,025	1,524,025
	<u>\$ 3,065,000</u>	<u>\$ 2,404,123</u>	<u>\$ 5,469,123</u>

* - includes unpaid principal and interest from prior years.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

Debt Authorization

On November 5, 2002, the District's electors authorized the issuance of indebtedness in an amount not to exceed \$15,428,750 for infrastructure improvements and \$500,000 for operations at an interest rate not to exceed 18%; and \$15,428,750 for refunding the District's debt or other obligations.

At December 31, 2020, the District had authorized but unissued indebtedness in the following amount allocated for the following purposes:

	Authorized November 5, 2002 Election	Authorization Used by Series 2005 Bonds	Remaining December 31, 2020
Water system	\$ 7,581,000	\$ 2,321,919	\$ 5,259,081
Parks and recreation	585,000	493,385	91,615
Operations and maintenance	500,000	-	500,000
Sanitary sewer	3,001,250	289,696	2,711,554
Streets	4,261,500	-	4,261,500
Refunding of debt	15,428,750	-	15,428,750
	<u>\$ 31,357,500</u>	<u>\$ 3,105,000</u>	<u>\$ 28,252,500</u>

Pursuant to the Service Plan, the District is permitted to issue bond indebtedness of up to \$5,887,500. Mill Levy requirements and restrictions are discussed earlier in this note in the section titled "General Obligation Bonds".

In the future, the District may issue a portion or all of the remaining authorized but unissued general obligation debt for purposes of providing public improvements to support development as it occurs within the District's service area. As of the date of this report (as noted on the Independent Auditor's Report on page I), the amount and timing of any debt issuance is not determinable.

Advance and Reimbursement Agreement

The District entered into an Advance and Reimbursement Agreement with Quebec Corp. (Quebec), the former developer of the District, on July 1, 2005. According to the terms of the agreement, the District shall reimburse Quebec for any advances made to the District for construction, maintenance and operation costs associated with the provision of certain public improvements, facilities and services, together with interest at 7% per annum from the date of the advance. The District shall make payment for the advances, subject to annual appropriation and budget approval, from funds available within any fiscal year and not otherwise required for operations, capital improvements, and debt service costs and expenses of the District. The payment to Quebec is subordinate to the District's obligation to reimburse Gateway American Properties, LLC, for any advances made pursuant to the Advance and Reimbursement Agreement dated January 15, 2003.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

There were no advances from Quebec during 2020. The total balance due Quebec, under the Advance and Reimbursement Agreement at December 31, 2020 is \$1,631,253 in principal plus accrued interest of \$1,506,914.

NOTE 6 – FUND EQUITY

At December 31, 2020, the District reported the following classifications of fund equity.

Nonspendable Fund Balance

The nonspendable fund balance in the General Fund in the amount of \$8,391 is comprised of prepaid amounts which are not in spendable form.

Restricted Fund Balance

The restricted fund balance in the General Fund in the amount of \$4,000 is comprised of the Emergency Reserves that have been provided for as required by Article X, Section 20 of the Constitution of the State of Colorado (see Note 10).

The restricted fund balance in the Debt Service Fund in the amount of \$18,259 is to be used exclusively for debt service requirements (see Note 5).

NOTE 7 - NET POSITION

The District's net position consists of three components: net investment in capital assets, restricted and unrestricted.

Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of bonds, developer advances, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. As of December 31, 2020, the District reported \$(1,598,237) net investment in capital assets calculated as follows:

Net investment in capital assets:

Capital assets, net	\$ 2,618,217
Current and noncurrent portion of long-term obligations - Bonds	(3,065,000)
Noncurrent portion of long-term obligations - Developer advances (capital)	(1,151,454)
Net investment in capital assets	\$ (1,598,237)

The restricted portion of net position includes amounts that are restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The District's restricted net position at December 31, 2020 is \$4,000 as required by Article X, Section 20 of the Constitution of the State of Colorado (see Note 10).

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

The District's unrestricted net position at December 31, 2020 totaled \$(2,360,145). This deficit is due to governmental and business-type activities being funded mainly by advances from the former developer of the District, including related accrued interest.

NOTE 8 – WATER FACILITIES FEE AGREEMENT

On September 27, 2005, Quebec and Gateway American Properties, LLC (Gateway) entered into an agreement to partially guarantee the collection of water facilities fees. Facilities fees paid at a rate faster than the prescribed minimum guaranty amounts will be credited against the guaranteed amount due in subsequent years. Under the terms of the agreement, Quebec was obligated to pay \$177,750 of these fees for the year ended December 31, 2009, \$592,500 for the year ended December 31, 2010, \$533,250 for the year ended December 31, 2011, \$434,500 for the year ended December 31, 2012, \$434,500 for the year ended December 31, 2013 and \$414,750 for the year ended December 31, 2014. As of the date of the audit report, the fees remain unpaid and, \$2,262,668 of interest accrued at 10%, per the agreement, was added to the amounts due for a total of \$4,849,918 at December 31, 2020. An allowance for doubtful accounts has been established in the amount of \$4,849,918. Therefore, the net receivable at December 31, 2020 due from the Developer is \$-0-.

NOTE 9 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (Pool) as of December 31, 2020. The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery and workers compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for liability, property, public officials' liability and workers compensation coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

NOTE 10 - TAX, SPENDING AND DEBT LIMITATIONS

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue and debt limitations that apply to the State of Colorado and all local governments.

Enterprises, defined as government-owned businesses authorized to issue revenue bonds and receiving less than 10% of annual revenue in grants from all state and local governments combined, are excluded from the provision of TABOR.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

On November 5, 2002, the District's electors authorized the District to increase taxes \$200,000 annually or by a lesser annual amount as may be necessary to pay the District's operations and maintenance and other expenses without limitation of rate. Further the District's electors authorized the District to collect, retain and spend all District revenue, other than ad valorem taxes, without regard to any limitations under Article X, Section 20 of the Colorado Constitution.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits and qualifications as an Enterprise, will require judicial interpretation.

This information is an integral part of the accompanying financial statements

SUPPLEMENTAL INFORMATION

DRAFT 7/15/2021

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
DEBT SERVICE FUND
Year Ended December 31, 2020**

	Original Budgeted Amounts	Final Budgeted Amounts	Actual	Variance with Final Budget - Positive (Negative)
REVENUES				
Property taxes	\$ 179,828	\$ 179,828	\$ 179,828	\$ -
Specific ownership taxes	5,750	5,750	13,197	7,447
Net investment income	500	500	174	(326)
Total revenues	<u>186,078</u>	<u>186,078</u>	<u>193,199</u>	<u>7,121</u>
EXPENDITURES				
Audit	4,500	4,500	5,090	(590)
County treasurer's fees	2,697	2,697	2,697	-
Paying agent fees	2,000	2,000	2,000	-
Bond interest	170,000	170,000	170,007	(7)
Contingency	-	803	-	803
Total expenditures	<u>179,197</u>	<u>180,000</u>	<u>179,794</u>	<u>206</u>
NET CHANGE IN FUND BALANCE	6,881	6,078	13,405	7,327
FUND BALANCE - BEGINNING OF YEAR	<u>5,231</u>	<u>5,231</u>	<u>4,854</u>	<u>(377)</u>
FUND BALANCE - END OF YEAR	<u>\$ 12,112</u>	<u>\$ 11,309</u>	<u>\$ 18,259</u>	<u>\$ 6,950</u>

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUNDS AVAILABLE - BUDGET AND ACTUAL
ENTERPRISE FUND
Year Ended December 31, 2020**

	Original and Final Budgeted Amounts	Actual	Variance with Final Budget - Positive (Negative)
REVENUES			
Water charges	\$ 75,000	\$ 99,040	\$ 24,040
Water meter fee	-	248	248
Landscape design fee	-	425	425
Insurance reimbursements	-	8,845	8,845
Other income	-	315	315
Transfers from other funds	50,000	-	(50,000)
Total revenues	<u>125,000</u>	<u>108,873</u>	<u>(16,127)</u>
EXPENDITURES			
Management	4,000	4,238	(238)
Accounting	7,000	2,376	4,624
Billing	3,100	7,230	(4,130)
Landscape design review	-	-	-
Operations	18,000	22,159	(4,159)
Insurance	5,750	3,273	2,477
Legal	-	-	-
Equipment repair	15,000	2,053	12,947
Meter install and inspect	-	900	(900)
Generator preventive maintenance	1,500	6,213	(4,713)
Storage tank cleaning	-	-	-
Repairs and maintenance reserve	-	-	-
Testing	3,500	2,612	888
Chemicals and supplies	5,650	7,034	(1,384)
Utilities	21,000	24,899	(3,899)
Fuel generator	800	-	800
Miscellaneous	1,200	84	1,116
Control panel repair	-	-	-
Capital equipment replacement and repairs	25,900	5,803	20,097
Total expenditures	<u>112,400</u>	<u>88,874</u>	<u>23,526</u>
NET CHANGE IN FUNDS AVAILABLE	12,600	19,999	7,399
FUNDS AVAILABLE - BEGINNING OF YEAR	43,570	50,897	7,327
FUNDS AVAILABLE - END OF YEAR	<u>\$ 56,170</u>	<u>\$ 70,896</u>	<u>\$ 14,726</u>

Funds available is computed as follows:

Current assets	\$ 80,029
Current liabilities	(9,133)
	<u>\$ 70,896</u>

Reconciliation of Budgetary Basis to the Statement of Revenues,
Expenses and Changes in Fund Net Position

Net change in funds available - budgetary basis	\$ 19,999
Change in interest on long term obligations	(8,054)
Change in net position per Statement of Revenues, Expenses and Changes in Fund Net Position	<u>\$ 11,945</u>

OTHER INFORMATION

DRAFT 7/15/2021

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
SUMMARY OF ASSESSED VALUATION , MILL LEVY
AND PROPERTY TAXES COLLECTED
Year Ended December 31, 2020**

Year Ended December 31,	Prior Year Assessed Valuation for Current Year Property Tax Levy	Mills Levied			Property Taxes		Percentage Collected to Levied
		General	Debt	Total	Levied	Collected	
2008	\$ 1,209,380	10.000	38.000	48.000	\$ 58,050	\$ 58,062	100.0%
2009	\$ 1,423,670	10.000	38.000	48.000	\$ 68,336	\$ 68,087	99.6%
2010	\$ 1,434,740	33.475	40.000	73.475	\$ 105,418	\$ 105,401	100.0%
2011	\$ 1,257,590	33.475	40.000	73.475	\$ 92,401	\$ 92,396	100.0%
2012	\$ 966,410	33.475	40.000	73.475	\$ 71,007	\$ 71,003	100.0%
2013	\$ 945,330	33.475	40.000	73.475	\$ 69,458	\$ 69,465	100.0%
2014	\$ 840,770	42.821	40.000	82.821	\$ 69,633	\$ 64,255	92.3%
2015	\$ 782,800	42.821	40.000	82.821	\$ 64,832	\$ 61,329	94.6%
2016	\$ 960,620	48.419 (a)	40.000	88.419	\$ 84,937	\$ 83,218	98.0%
2017	\$ 969,260	42.821	40.000	82.821	\$ 80,275	\$ 79,649	99.2%
2018	\$ 1,785,520	42.821	63.542	106.363	\$ 189,913	\$ 189,087	99.6%
2019	\$ 2,073,250	42.821	63.542	106.363	\$ 220,517	\$ 220,517	100.0%
2020	\$ 2,810,430	43.120	63.986	107.106	\$ 301,014	\$ 301,014	100.0%
Estimated for year ending December 31, 2021	\$ 3,083,870	43.120	63.986	107.106	\$ 330,301		

NOTE: Property taxes collected in any one year may include collection of delinquent property taxes levied in prior years. Information received from the County Treasurer does not permit identification of specific year of levy.

(a) - includes 5.598 mill levy for refunds and abatements.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
December 31, 2020**

**\$3,105,000 General Obligation Bonds, Series 2005
(Limited Tax Convertible to Unlimited Tax)
Interest Rate 6.40% (\$970,000 Term Bond Due
December 1, 2025) and 6.50% (\$2,135,000
Term Bond Due December 1, 2035)
Principal Due December 1
Interest Due June 1 and December 1**

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Annual Debt Service</u>
2021	* \$ 450,000	\$ 921,098	\$ 1,371,098
2022	105,000	169,495	274,495
2023	115,000	162,775	277,775
2024	125,000	155,415	280,415
2025	135,000	147,415	282,415
2026	150,000	138,775	288,775
2027	160,000	129,025	289,025
2028	175,000	118,625	293,625
2029	185,000	107,250	292,250
2030	200,000	95,225	295,225
2031	215,000	82,225	297,225
2032	235,000	68,250	303,250
2033	250,000	52,975	302,975
2034	275,000	36,725	311,725
2035	290,000	18,850	308,850
	<u>\$ 3,065,000</u>	<u>\$ 2,404,123</u>	<u>\$ 5,469,123</u>

* includes \$355,000 of unpaid principal due on December 1, 2015 , December 1, 2016, December 1, 2017, December 1, 2018, December 1, 2019 and December 1, 2020 and \$754,523 of unpaid interest.

SERVICE AGREEMENT FOR LANDSCAPE MANAGEMENT (POND) SERVICES

THIS SERVICE AGREEMENT FOR LANDSCAPE MANAGEMENT (POND) SERVICES (“**Agreement**”) is entered into and effective as of the 1st day of **January, 2021**, by and between **RIVERDALE PEAKS II METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **POWELL RESTORATION, INC.**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan; and

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District; and

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration; and

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District;

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit B** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("**Change Order**").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit A**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on December 31, 2021. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the

insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Adams, Colorado.

5.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Riverdale Peaks Metropolitan District No. 2
141 Union Blvd., Suite 150
Lakewood, CO 80228
Phone: 303-987-0835
Fax: 303-987-2032
Email: dsolin@sdmsi.com
Attn: David Solin

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: 303-592-4380
Fax: 303-592-4385
Email: mmcgeady@specialdistrictlaw.com
Attn: MaryAnn McGeady, Esq.

To Consultant: Powell Restoration, Inc.
7009 E. 53rd Place
Commerce City, CO 80022
Phone: 720.376.0304
Email: joe.kissel@powellenviro.com
Attn: Joe Kissel

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of facsimile transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts,

instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

**EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION**

LANDSCAPE MANAGEMENT PROPOSAL

Date: **11/16/2020**



CLIENT:	Riverdale Peaks II
Attn:	Robert Graham & Board of Directors
Project:	Yearly Maintenance of Pond B and Pond C located within the community

DESCRIPTION: Native Management Proposal

FREQUENCY	SERVICE DESCRIPTION
<u>3</u>	Inspections of Detention Pond areas to ensure outlet/inlet structures are clear of trash/debris
<u>2</u>	Mowing/removal of all vegetation - Grass, Cattails, weeds and small trees under 2" caliper
<u>2</u>	Sediment/Debris removal accumulated in trickle channels, drainpipe/weir and forebays
<u>2</u>	Clean micropool, well screens, restrictor plates and orificed plate of outlet structures

ADDITIONAL SERVICES *TO BE PROVIDED PER REQUEST*

Total for 2021 Season: January 1, 2021 - December 31, 2021	\$ 5,580.00
12 Monthly Payments	\$ 465.00

We, the undersigned fully understand and agree to the terms and conditions set forth in this proposal

Powell Restoration, Inc. Date

Owner/Representative Date

EXHIBIT B
CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant 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 Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant 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 Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all 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.

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

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

(a) Notify the subcontractor and the District within three (3) days that the Consultant 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 (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant 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.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant 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 Consultant to the Colorado Secretary of State, as required by law.

EXHIBIT C
FORM OF CHANGE ORDER

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ _____	Original Term: Expires _____, 20____
Increase of this Change Order: \$ _____	New Term: Expires _____, 20____
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders: _____

APPROVED:	
By:	_____
District	_____

APPROVED:	
By:	_____
Consultant	_____

**SERVICE AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES**

THIS SERVICE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES (“**Agreement**”) is entered into and effective as of the 3rd day of February, 2021, by and between **RIVERDALE PEAKS II METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **NEIGHBORHOOD LAWN CARE, INC.**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan; and

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District; and

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration; and

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District;

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit B** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("**Change Order**").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit A**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on December 31, 2021. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the

insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Adams, Colorado.

5.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Riverdale Peaks Metropolitan District No. 2
141 Union Blvd., Suite 150
Lakewood, CO 80228
Phone: 303-987-0835
Fax: 303-987-2032
Email: dsolin@sdmsi.com
Attn: David Solin

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: 303-592-4380
Fax: 303-592-4385
Email: mmcgeady@specialdistrictlaw.com
Attn: MaryAnn McGeady, Esq.

To Consultant: Neighborhood Lawn Care, Inc.
P.O. Box
Thornton, CO 80229
Phone: 303.917.1296
Email: halderete@nlawncare.com
Attn: Hector Alderete

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of facsimile transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts,

instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
NEIGHBORHOOD LAWN CARE, INC.

By: Hector Alderete
Its: Hector Alderete

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____ of Neighborhood Lawn Care, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
RIVERDALE PEAKS II METROPOLITAN DISTRICT

By: [Signature]
President

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____ of Riverdale Peaks II Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION

(See Attached)



Neighborhood Lawn Care, INC

PO Box 29366

Thornton, CO 80229

halderete@nlawnca.com

303-917-1296: Phone

Landscape Maintenance Specifications For **RIVERDALE PEAKS II**

Exhibit A

DATE : 2021

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: 2021				
		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	\$	368.11	Per Month	\$	4,417.32	/year	Initial _____
Any 12 months			Specify Start Date:		January 1st 2021 through December 31st 2021		

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

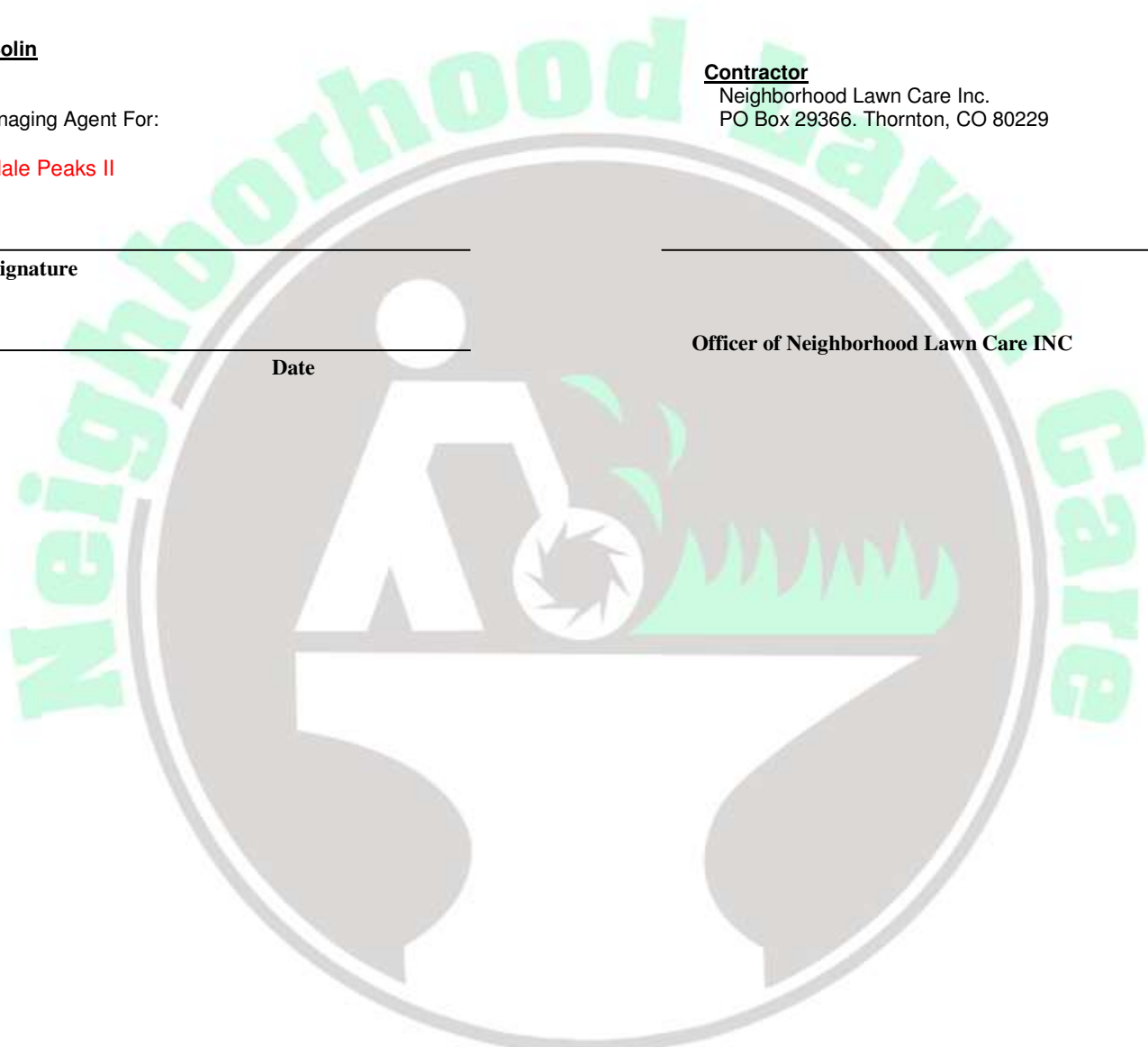
Neighborhood Lawn Care Inc.
PO Box 29366. Thornton, CO 80229

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: 2021

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.

EXHIBIT B
CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant 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 Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant 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 Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all 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.

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

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

(a) Notify the subcontractor and the District within three (3) days that the Consultant 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 (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant 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.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant 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 Consultant to the Colorado Secretary of State, as required by law.

EXHIBIT C
FORM OF CHANGE ORDER

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ _____	Original Term: Expires _____, 20____
Increase of this Change Order: \$ _____	New Term: Expires _____, 20____
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders:

APPROVED:	
By:	
	District

APPROVED:	
By:	
	Consultant

TITLE	Riverdale Peaks II Landscape Maintenance Agreement
FILE NAME	Neighborhood Lawn...ice Agreement.pdf
DOCUMENT ID	20936686910b0377a9afbb76e4bd4cac6e307952
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

02 / 03 / 2021

21:49:30 UTC

Sent for signature to Hector Alderete (halderete@nlawncare.com) and Annette Peters (lakefreaks4@gmail.com) from dsolin@sdmsi.com
IP: 50.78.200.153



VIEWED

02 / 03 / 2021

22:49:37 UTC

Viewed by Hector Alderete (halderete@nlawncare.com)
IP: 76.120.42.149



SIGNED

02 / 03 / 2021

23:30:43 UTC

Signed by Hector Alderete (halderete@nlawncare.com)
IP: 107.2.137.186



VIEWED

02 / 04 / 2021

13:39:03 UTC

Viewed by Annette Peters (lakefreaks4@gmail.com)
IP: 75.71.74.153



SIGNED

02 / 04 / 2021

13:51:48 UTC

Signed by Annette Peters (lakefreaks4@gmail.com)
IP: 75.71.74.153



COMPLETED

02 / 04 / 2021

13:51:48 UTC

The document has been completed.



Riverdale Peaks II Monthly Activities Report October 2020

Beginning of the month readings (10/06/2020)

Distribution Totalizer: 42,163,600 gallons
Irrigation Totalizer: 25,174,819 gallons

End of the month readings (10/27/2020)

Distribution Totalizer: 25,174,819 gallons
Irrigation Totalizer: 25,376,184 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.

10/06/20: Completed routine visit. Collected monthly Bac-T sample and delivered to the lab.

10/13/20: Completed routine visit.

10/20/20: Completed routine visit. Chlorine level low, but some has been ordered. Unable to lock the generator, entire thing needs re-keyed.

10/27/20: Completed routine visit. Heater is letting off a loud squealing noise but still running.



Riverdale Peaks II Monthly Activities Report November 2020

Beginning of the month readings (11/3/2020)

Distribution Totalizer: 43,220,000 gallons
Irrigation Totalizer: 25,377,662 gallons

End of the month readings (11/24/2020)

Distribution Totalizer: 43,981,100 gallons
Irrigation Totalizer: 25,377,664 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.

11/3/20: Completed routine visit. Cleaned and calibrated chlorine probe. Collected monthly Total Coliform sample and delivered to the lab. Increased the chlorine pump speed from 15 to 25.

11/11/20: Completed routine visit. Decreased chlorine pump speed from 25 to 15. Repair leak on the chlorine probe.

11/17/20: Completed routine visit. Low chlorine residual on the distribution line 0.13ppm, but chlorine probe read 0.44ppm. Increased chlorine pump speed to 25, returned four hours later and the residual was 0.34ppm. Decreased chlorine pump speed to 21. Cleaned and calibrated the chlorine analyzer.

11/24/20: Completed routine visit. Entry point chlorine residual was 0.55ppm. Found chlorine injection quill had a slight leak, cleaned injection quill and tightened fitting to stop the leak.



Riverdale Peaks II Monthly Activities Report January 2021

Beginning of the month readings (01/05/2021)

Distribution Totalizer: 45,508,900 gallons
Irrigation Totalizer: 25,377,664 gallons

End of the month readings (01/26/2021)

Distribution Totalizer: 46,270,900 gallons
Irrigation Totalizer: 25,377,664 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.

01/05/21: Completed routine visit. Collected monthly compliance Bac-T sample.

01/08/21: Met with Generator Source onsite to refuel and rekey generator. New keys work, but need new locks installed as the key is hard to get in and out of locks.

01/12/21: Completed routine visit.

01/19/21: Completed routine visit. Collected yearly compliance samples of Nitrate and VOC's. Increased the chlorine pump to 20% after getting a 0.33ppm residual at the Well House.

01/26/21: Completed routine visit. Decreased the chlorine pump to 17% from 20%. Updated onsite files for 2021.



Riverdale Peaks II Monthly Activities Report February 2021

Beginning of the month readings (02/03/2021)

Distribution Totalizer:	46,574,500 gallons
Irrigation Totalizer:	25,377,664 gallons

End of the month readings (02/23/2021)

Distribution Totalizer:	47,315,300 gallons
Irrigation Totalizer:	25,377,664 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.

02/03/21: Completed routine visit. Collected monthly compliance Bac-T sample.

02/09/21: Completed routine visit.

02/16/21: Completed routine visit.

02/23/21: Completed routine visit. Filed sampling results and work orders.



Riverdale Peaks II Monthly Activities Report March 2021

Beginning of the month readings (03/02/2021)

Distribution Totalizer: 47,571,500 gallons
Irrigation Totalizer: 25,377,664 gallons

End of the month readings (03/30/2021)

Distribution Totalizer: 48,588,300 gallons
Irrigation Totalizer: 25,377,664 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.

03/2/21: Completed routine visit. Collected monthly compliance Bac-T sample.

03/09/21: Completed routine visit.

03/16/21: Completed routine visit. Removed snow from entry hatch.

03/26/21: Completed routine visit. Generator Source onsite to complete quarterly maintenance on the generator. Increased the chlorine pump from 17% to 25%.

03/28/21: Received a call from a resident regarding a broken water main at his property, arrived onsite to investigate the situation. Checked the well house found no issues. Went to the residents and it was determined that the main break was at the base of their house. The resident was given Dan's Custom Construction information.

03/30/21: Completed routine visit. Decreased chlorine pump to 21% from 25%.

03/31/21: Checked each resident's irrigation system to ensure nothing was turned on.



Riverdale Peaks II Monthly Activities Report April 2021

Beginning of the month readings (04/08/2021)

Distribution Totalizer: 48,925,000 gallons
Irrigation Totalizer: 25,386,885 gallons

End of the month readings (04/26/2021)

Distribution Totalizer: 49,603,200 gallons
Irrigation Totalizer: 25,417,900 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.

04/01/21: Completed startup on irrigation system. Checked the totalizers to in sure everything was working properly.

04/14/21: Onsite to put Well A and Well B online and in auto.

04/08/21: Completed routine visit. Decreased pump speed to 15.

04/13/21: Completed routine visit. Collected monthly Bac-T sampling and delivered to the lab. Shut down Well A and place Well B online in auto per request from REC, Inc.

04/20/21: Completed routine visit. Acknowledge alarm for generator. The coolant level is low, will pick and add more to the generator.

04/21/21: Meet Generator Source onsite. The sensor for the coolant level is bad, another has been ordered. Generator itself is working properly if needed.

04/26/21: Completed routine visit. Acknowledge coolant alarm for generator. Increased chlorine pump speed to 20.



Riverdale Peaks II Monthly Activities Report May 2021

Beginning of the month readings (05/06/2021)

Distribution Totalizer: 49,986,600 gallons
Irrigation Totalizer: 25,343,713 gallons

End of the month readings (05/24/2021)

Distribution Totalizer: 50,293,400 gallons
Irrigation Totalizer: 25,519,989 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.

05/06/21: Completed routine visit. Reduced Chlorine Pump to 15% and rotated from Pump #2 to Pump #1.

05/10/21: Completed routine visit. No issues in the well house. Collected monthly compliance sample. A system leak was discovered, and the cause was found to be a hydrant that has been out of commission at 12641 Verbena St. The valve was closed to the hydrant.

05/17/21: Mapped location of system's fire hydrants.

05/19/21: Completed routine visit. The chlorine residual in the well house was reading high, so the pump was turned off and a subsequent on the residual check tested normal.

05/20/21: Checked chlorine system residual and reset pump.

05/24/21: Completed routine visit. Replaced all the tubing on the chlorine pump. Submitted an order for more chlorine.



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.

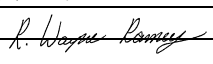
CHANGE ORDER

Change Order No: 1	Date Issued: 4/30/21
Name of Agreement: Service Agreement for Water Operational Services	
Date of Agreement: January 1, 2020	District(s): Riverdale Peaks II Metropolitan District
Other Party/Parties: Ramey Environmental Compliance Inc.	

CHANGE IN SCOPE OF SERVICES (describe):
<p>Monthly fee in Exhibit B shall be \$1,545.00 (\$18,540.00 annually), and the term shall be extended to December 31, 2021.</p>

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$18,000.00	Original Term: Expires December 31, 2020
Increase of this Change Order: \$18,540.00	New Term: Expires December 31, 2021
Price with all Approved Change Orders: \$36,540.00	Agreement Time with all Approved Change Orders:

APPROVED:	
By:	
District	

APPROVED:	
By:	
Consultant	


CHANGE ORDER


Change Order No: 2	Date Issued: 4/30/21
Name of Agreement: Service Agreement for Water Operational Services	
Date of Agreement: January 1, 2020	District(s): Riverdale Peaks II Metropolitan District
Other Party/Parties: Ramey Environmental Compliance Inc.	

CHANGE IN SCOPE OF SERVICES (describe):

Per attached proposal dated February 10, 2021.

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$36,540.00	Original Term: Expires
Increase of this Change Order: \$8,548.65	New Term: Expires
Price with all Approved Change Orders: \$44,540.00	Agreement Time with all Approved Change Orders:

APPROVED:	
By:	
District	

APPROVED:	
By:	
Consultant	



Ramey Environmental Compliance, Inc.
 PO Box 99, Firestone, CO 80520
 Office: 303-833-5505
 Fax: 303-833-5535

Estimate: ESD-5961

DATE: 2/10/2021

****ESTIMATE IS VALID FOR 30 DAYS****

NAME / ADDRESS
Riverdale Peaks II Metro Dist. Attn: Dist. Manager 141 Union Blvd. Suite150 Lakewood, CO 80228

Estimated Delivery Time: TBD

(Subject to prior sales per manufacturer) Estimated delivery times may vary. There is no way to guarantee actual delivery dates.

Customer PO No.:	Pending
-------------------------	---------

***Note: All applicable Freight Charges, Taxes and Permit Fees will be added.**

EQUIPMENT SERVICES DIVISION (ESD) PROJECT

DESCRIPTION	QTY	COST	TOTAL
Install CL17 & Sc200 at Riverdale Peaks. Set up the system so that C12 pump will run when the well pump comes on.			
HACH SC200 and CL17 Equipment	1	6,068.73	6,068.73
Conduit, Wiring, Communication Wire, Mounting Hardware	1	583.33	583.33
PVC Piping, Fittings, and tubing	1	166.67	166.67
Field Labor (2 Techs) to install new equipment, run wiring, modify piping for new sample lines, and setup/program instrumentation.	16	107.00	1,712.00
Mileage (One round trip)	32	0.56	17.92

<i>Please let us know if you have any questions. Thank you!</i>	TOTAL: \$8,548.65
---	--------------------------

(If this estimate is acceptable, please sign and return via email or fax)

_____	_____
Authorized Signature	Date

RIVERDALE PEAKS II WATER USAGE FROM 2018 TO 2021

FIG. 1: DISTRIBUTION FLOW DATA IN GALLON 2018-2021

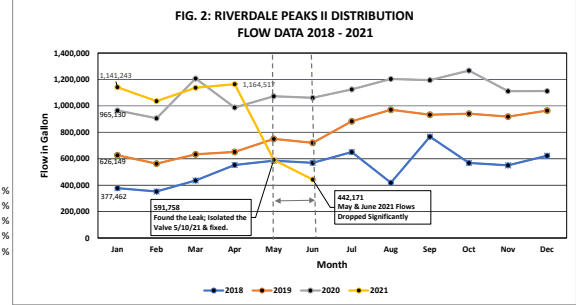
	2018	2019	2020	2021
Jan	377,462	626,149	965,130	1,141,243
Feb	352,306	562,799	906,315	1,036,297
Mar	435,168	633,709	1,207,122	1,137,571
Apr	552,629	651,725	987,604	1,164,517
May	585,665	750,232	1,072,683	591,758
Jun	569,455	720,263	1,061,442	442,171
Jul	650,488	883,577	1,124,776	
Aug	418,692	971,119	1,204,001	
Sep	766,902	932,734	1,194,542	
Oct	588,162	941,391	1,267,264	
Nov	549,831	919,013	1,111,530	
Dec	622,613	964,814	1,112,655	
Yearly Total	6,449,372	9,557,524	13,215,062	5,513,557

Avg Flows Jan-Apr =

1,119,907
 528,149 47 %
 677,736 61 %
 0.3558
 0.3972 248,687
 338,981
 763,781
 572,759
 722,346

FIG. 3: IRRIGATION FLOW DATA IN GALLON 2018-2021

Monthly Total	2018	2019	2020	2021
Jan	0	0	0	0
Feb	0	0	0	0
Mar	1,276	0	23,975	0
Apr	220,682	116,595	144,960	58,143
May	457,859	661,916	545,216	246,560
Jun	677,182	506,732	737,268	722,551
Jul	688,816	797,725	966,873	
Aug	638,853	947,455	879,506	
Sep	642,830	888,922	550,540	
Oct	146,857	225,731	296,643	
Nov	3,00	0.0	424	
Dec	4.18	819	0	
Yearly Total	3,474,363	4,145,894	4,145,406	1,027,255



RIVERDALE PEAKS II DISTRIBUTION FLOWS 2018 - 2021

On May 10, 2020, REC operators found the leak at the fire hydrant next to a resident house on 12641 Verbena Street Thornton, CO 80602. The valve to the hydrant was closed and eventually fixed not long after. The same hydrant is back in normal operation.

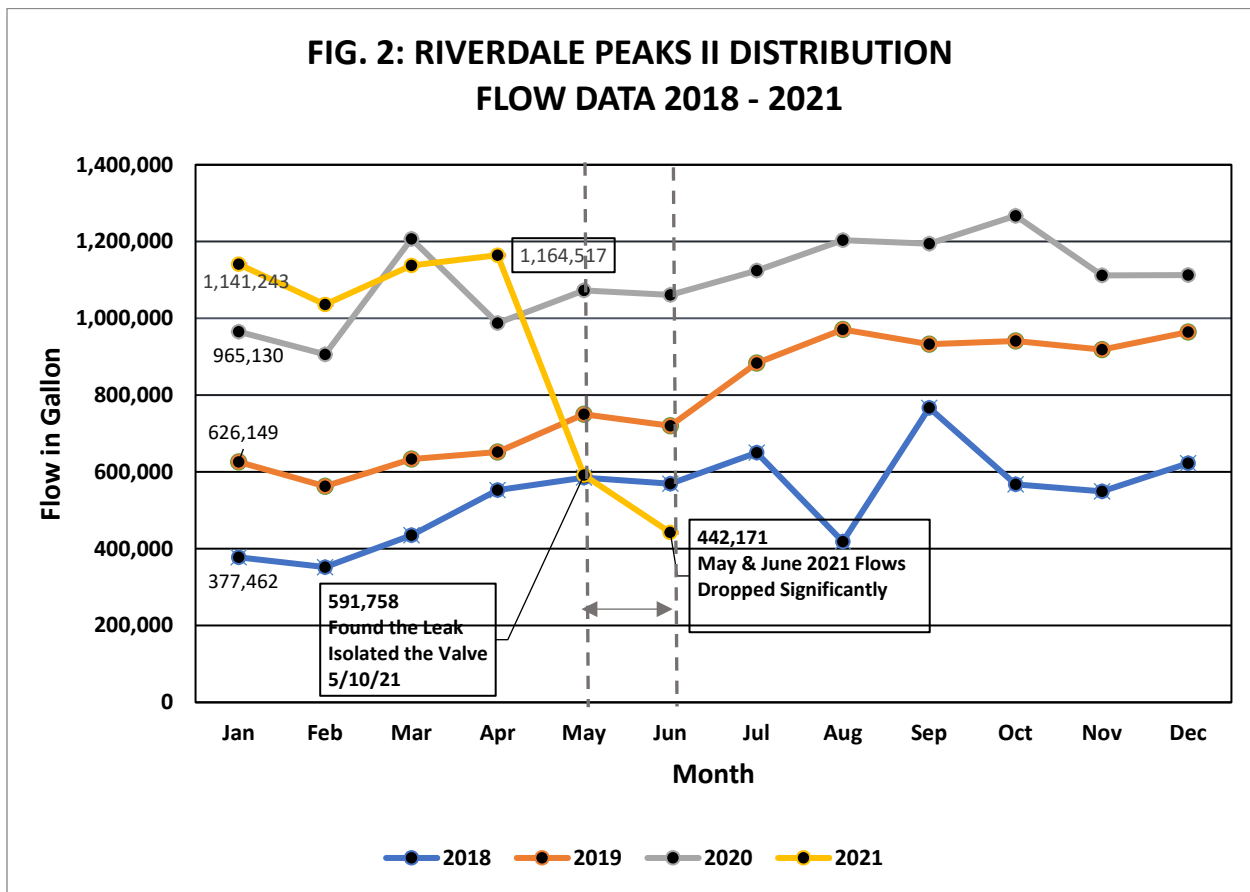
Once the hydrant was fixed that has made a huge impact to the distribution flows for the months of May and June 2021. In FIG. 1 below shows that the distribution flows have dropped significantly by almost 528,000 gallons (47%) and 678,000 gallons (61%) in May and June 2021, respectively. The flows in May and June 2021 are comparable to the months of May and June in 2019 as shown in the FIG.1 below.

FIG. 1: DISTRIBUTION FLOW DATA IN GALLON 2018-2021				
Month	2018	2019	2020	2021
Jan	377,462	626,149	965,130	1,141,243
Feb	352,306	562,799	906,315	1,036,297
Mar	435,168	633,709	1,207,122	1,137,571
Apr	552,629	651,725	987,604	1,164,517
May	585,665	750,232	1,072,683	591,758
Jun	569,455	720,263	1,061,442	442,171
Jul	650,488	883,577	1,124,776	N/A
Aug	418,692	971,119	1,204,001	N/A
Sep	766,902	932,734	1,194,542	N/A
Oct	568,162	941,391	1,267,264	N/A
Nov	549,831	919,013	1,111,530	N/A
Dec	622,613	964,814	1,112,655	N/A
Yearly Total	6,449,372	9,557,524	13,215,062	5,513,557

Through the distribution flow trends below in FIG. 1 can be seen the flow demands from 2018-2021 started to climb up significantly to about 66 % (249,000 gallons) in January 2019 compared to January 2018 and about 60% (340,000 gallons) in January 2020 contrasted to January 2019 as well. In FIG. 2 also shows the flow demands considerably jumped up to about 200% (764,000 gallons) from January 2018 to January 2021.

Since the hydrant was fixed the flow demands decreased substantially to 591,758 gallons in May 2021 from 1,164,517 gallons in the previous month which was about 49% flow reduced. Also, from the flow trends below in FIG 2. shows the flow demands continually to decline to 442,171 gallons in June 2021 which is about 62% flow decreased in comparison to April 2021 (1,164,517 gallons).

In conclusion, evidently Riverdale Peaks II has saved some water now and in the future since the leak from the fire hydrant was fixed. Also, the flows in May and June 2021 are approximately equivalent to the flows in May and June in 2019 as shown in the FIG.2 below.





GENERATOR SOURCE

FORMERLY DIESEL SERVICE & SUPPLY

625 Baseline Road · Brighton, Colorado 80603
303-659-2073 · 800-853-2073 · sales@generatorsource.com

Quote # 148393

Quote Date 1/19/2020

Terms - Net30

PM Sales Quote

Salesman: House

Writer:

BILL

TO: RIVE02
Riverdale Peaks II Metro district
Ramey Enviromental
141 Union Blvd #150
Lakewood, CO 80228

303-987-0835

SHIP

TO: RIVE05
Riverdale Peaks 2 Metro District
Riverdale Location
12411 Verbena Street
Brighton, CO 80602

Scott Eilert-719-582-7917

PO #	Ship Via	FOB	PM Due Date	Make	Model	Serial #	Unit #	Meter
			9/16/2020	Kohler	200 kW	2096154	UNIT-60083	220.1000061035

PM Agreement for (12) Month Period Starting February 2021 And Ending January 2022

* Annual Inspection PM/Service:

Perform Visual Inspection Of Unit - Stationary/Running Conditions
Perform 30 Point Inspection.

Replace:

- Oil
- Oil Filter
- Fuel Filter

Collect - Coolant & Oil Samples

Megger Test Windings

Perform Breaker Integrity Test

(Air Filter Will Be Inspected And Replaced At Additional Cost) If/As Needed @ \$70.00Ea.

* (4) Hour Load Bank Test:

Start & Run Unit Up To Operating Temperature. Perform Visual Inspection. Apply Various Loads

Starting At 25% Up To 50% To 75% Up To 100% Rated kW. Verify The Stability Of Volts/Hz In Which The Unit Responds To Various Loads Being Applied/Removed. Report Any/All Areas Of Concern In Need Of Adjustment/Repair If/As Needed.

* Semi-Annual Inspection PM/Service:

Perform 30 Point Inspection

Perform Functionality Test

Collect - Coolant & Oil Samples

Description

Extended

Quote



625 Baseline Road · Brighton, Colorado 80603
303-659-2073 · 800-853-2073 · sales@generatorsource.com

Quote # 148393

Quote Date 1/19/2020

Terms - Net30

PM Sales Quote

Salesman: House

Writer:

BILL
TO: RIVE02
Riverdale Peaks II Metro district

SHIP
TO: RIVE05
Riverdale Peaks 2 Metro District

Description	Extended
Plus Any/All Applicable Taxes TBD	0.00
Plus Any/All SSDF Charges Per Invoice TBD	0.00

Description	Extended
Perform (4) Hour Load Bank Test	1,130.00
Loadbank Labor	1,130.00
Loadbank Sub Total	1,130.00

Description	Extended
Mileage: Travel To/From Location (2 RT's Per Year)	100.00
Mileage Misc	100.00
Mileage Sub Total	100.00

Parts				Qty	List	Each	Extended
Description							
SOS-REG	Main	Oil Sample	New	1		0.00	0.00
SOS-CB	Main	Coolant Sample	New	1		0.00	0.00
WIX57750S	Main	Oil Filter	New	1	NA	0.00	0.00
WIX33977	Main	Fuel Filter	New	1	NA	0.00	0.00
WIX33978	Main	Fuel Filter	New	1		0.00	0.00
15W40	Main	Shell Rimula 15W40 ...	New	40		0.00	0.00
WIX46759	Main	Air Filter	New	5	NA	70.00	350.00
Parts Parts							350.00
Parts Sub Total							350.00

Description	Extended
Perform Annual Inspection PM/Service	850.00

Quote



GENERATOR SOURCE

FORMERLY DIESEL SERVICE & SUPPLY

625 Baseline Road · Brighton, Colorado 80603
303-659-2073 · 800-853-2073 · sales@generatorsource.com

Quote # 148393

Quote Date 1/19/2020

Terms - Net30

PM Sales Quote

Salesman: House

Writer:

BILL

TO: RIVE02
Riverdale Peaks II Metro district

SHIP

TO: RIVE05
Riverdale Peaks 2 Metro District

Description	Extended
Perform Semi-Annual Inspection PM/Service	450.00

PM Labor Labor	1,300.00
PM Labor Sub Total	1,300.00

Travel Time

Description	Extended
Travel: To/From Customer Location (2 RT's Per Yr)	194.00

Travel Time Misc	194.00
Travel Time Sub Total	194.00

Quote

Sub Total	\$3,074.00
Tax N @ 0.0%	\$0.00
Total	\$3,074.00

Page # 3 of 3 Signature 

**FIRST AMENDMENT TO RESOLUTION NO. 2013-11-04
RIVERDALE PEAKS II METROPOLITAN DISTRICT
REGARDING COLORADO OPEN RECORDS ACT REQUESTS**

A. On November 21, 2013, Prairie Center Metropolitan District (the “**District**”) adopted Resolution No. 2013-11-04 Regarding Colorado Open Records Act Requests (the “**Resolution**”).

B. The District desires to amend the Resolution due to Colorado legislative changes and a change in the District’s Official Custodian.

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

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Resolution.

2. Amendment to Section 1 of Resolution. Section 1 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“1. Special District Management Service, Inc., the Manager for the District, is hereby designated as the “**Official Custodian**” of the public records of the District, as such term is defined in Section 24-72-202(2), C.R.S. Contact information for the Official Custodian is: Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228; (303) 987-0835.”

3. Amendment to Section 6 of Resolution. Section 6 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“6. After the first hour of time expended in connection with the research and retrieval of public records, the Official Custodian is authorized to charge a fee, the maximum of which shall not exceed the fee set forth in Section 24-72-205(6), C.R.S., as amended from time to time, for the costs incurred to review public records requests, prepare documents for inspection, consultation with legal counsel or other consultants regarding such requests, to supervise and coordinate preparation, review and copying of public records, and for actual costs incurred by Official Custodian, District, District Management, outside consultants and legal counsel in responding to and complying with public records requests.”

4. Except as expressly set forth herein, the Resolution continues to be effective without modification.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO FIRST AMENDMENT TO RESOLUTION REGARDING
COLORADO OPEN RECORDS ACT REQUESTS]**

RESOLUTION APPROVED AND ADOPTED ON _____, 2021.

**RIVERDALE PEAKS II
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary