

RIVERDALE PEAKS II METROPOLITAN DISTRICT

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

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<http://riverdalepeaks2md.colorado.gov>

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	2025/May 2025
Jason C. Jose	Treasurer	2025/May 2025
Sikander Shah	Assistant Secretary	2027/May 2027
VACANT		2027/May 2027
VACANT		2027/May 2027

DATE: June 21, 2023 (Wednesday)

TIME: 6:30 P.M.

PLACE: **Zoom Meeting: This meeting will be held via Zoom without any individuals (neither District representatives nor the general public) attending in person. The meeting can be joined through the directions below:**

Join Zoom Meeting

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>

Meeting ID: 546 911 9353

Passcode: 912873

Dial In: 1-253-215-8782

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Confirm Quorum. Approve Agenda, confirm location of the meeting, posting of meeting notices and designate 24-hour posting location.

C. Review and approve the minutes of the November 15, 2022 Joint Special Meeting (enclosure).

D. Acknowledge resignation of Steve Beck as Secretary to the Board and consider appointment of David Solin as Secretary to the Board.

E. Discuss results of cancelled May 2, 2023 Regular Election for Directors (enclosure).

F. Confirm filing of Oaths of Office.

G. Discuss vacancies on the Board and consider the appointment of eligible electors to the Board of Directors. Administer Oaths of Office.

H. Consider appointment of Officers:

President _____
 Treasurer _____
 Secretary _____
 Asst. Secretary _____
 Asst. Secretary _____

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. 30, 2022	Period Ending Dec. 31, 2022	Period Ending Dec. 31, 2022 Special Payment	Period Ending Jan 31, 2023
General	\$ 3,021.38	\$ 11,761.13	\$ -0-	\$ 1,138.97
Enterprise	\$ 7,850.58	\$ 13,772.79	\$ 1,347.29	\$ 5,355.74
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 10,871.96	\$ 25,533.92	\$ 1,347.29	\$ 6,494.71

Fund	Period Ending Feb. 28, 2023	Period Ending March 31, 2023	Period Ending April 30, 2023	Period Ending May 31, 2023
General	\$ 1,921.33	\$ 2,359.47	\$ 3,174.27	\$ 2,009.96
Enterprise	\$ 6,889.64	\$ 5,683.29	\$ 10,252.90	\$ 6,407.56
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 8,810.97	\$ 8,042.76	\$ 13,427.17	\$ 8,417.52

- B. Review and accept unaudited financial statements for the period ending March 31, 2023 (enclosure).
-

- C. Consider approval of 2022 Audited Financial Statements (enclosures) and authorize execution of Representations Letter.
-

IV. OPERATIONS AND MAINTENANCE

- A. Property Maintenance (enclosure).

1. Detention Pond Cleanup.

- Review and ratify approval of Change Order No. 1 (enclosure).
-

2. Landscaping.

- Review and ratify approval of Service Agreement for Landscape Maintenance Services between the District and Neighborhood Lawn Care Inc. (enclosure).
-

3. Monument Landscaping.
-

- B. Water Operations.

1. Review reports from Ramey Environmental Compliance, Inc. regarding operation of water system for period of November, 2022 through May, 2023 (enclosure).
-

2. Review and ratify approval of Change Order No. 2 regarding changing ball valves on irrigation water meter (enclosure).
-

3. Review and ratify approval of Change Order No. 1 regarding Booster Station Pump Maintenance (enclosure).
-

V. LEGAL MATTERS

A. _____

VI. OTHER MATTERS

A. _____

VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
NOVEMBER 14, 2023.**

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 15, 2022**

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 Tuesday, the 15th day of November, 2022, at 6:30 P.M. This Joint Special Meeting was held via Zoom 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
Jason Jose (for a portion of the meeting)
Sikander Shah

Also In Attendance Were:

Steve Beck and Larry Loften; Special District Management Services, Inc. (“SDMS”)
Suzanne Meintzer, Esq.; McGeady Becher P.C.
Michael Murphy; Ramey Environmental Compliance, Inc.

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. Beck 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 members prior to this meeting in accordance with the statute. Attorney Meintzer 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. Beck distributed for the Board’s review and approval a proposed Agenda for the Joint Special Meeting.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Peters, seconded by Director Shah and, upon vote, unanimously carried, the Agenda was approved.

Meeting Location and Posting of Notice: 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 Shah and, upon vote, unanimously carried, the Board determined that the District meetings would be held by video and conference call via Zoom. The Board further noted that notice of the time, date and Zoom 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.

July 5, 2022 Joint Special Meeting Minutes: Following review and discussion, upon motion duly made by Director Peters, seconded by Director Shah and, upon vote, unanimously carried, the Board approved the Minutes of the July 5, 2022 Joint Special Meeting.

Resignation of David M. Solin as Secretary to the Board: Following discussion, upon motion duly made by Director Peters, seconded by Director Shah and, upon vote, unanimously carried, the Board acknowledged the resignation of David M. Solin and appointed Steve Beck as Secretary to the Board.

Resolution Establishing Regular Meeting Dates, Times and Location, and Designating Locations and Designating Location for Posting of 24-Hour Notices: Mr. Beck reviewed the business to be conducted in 2023 and determined to meet on June 13, 2023 and November 14, 2023 at 6:30 p.m., via teleconference.

Following discussion, upon motion duly made by Director Peters, seconded by Director Shah and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-01 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. Requirements (Transparency Notice): The Board discussed §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2023.

RECORD OF PROCEEDINGS

Following discussion, the Board directed Mr. Beck to post the required transparency notice information on the District's and the Special District Association websites.

COMMUNITY COMMENTS

There were no comments.

FINANCIAL MATTERS

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

Fund	Period Ending July 31, 2021	Period Ending Aug. 31, 2022	Period Ending Sept. 30, 2022	Period Ending Oct 31, 2022
General	\$ 5,372.81	\$ 1,272.33	\$ 2,936.52	\$ 2,272.12
Enterprise	\$ 6,098.46	\$ 6,115.11	\$ 6,606.27	\$ 6,451.48
Debt	\$ -0-	\$ -0-	\$ -0-	\$ 2,000.00
Total	\$ 11,471.27	\$ 7,387.44	\$ 9,542.79	\$ 10,723.60

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

Unaudited Financial Statements and Schedule of Cash Position: Mr. Beck reviewed 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, 2022.

Following review and discussion, upon motion duly made by Director Peters, seconded by Director Shah 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, 2022.

2022 Audit Preparation: Following review and discussion, upon motion duly made by Director Peters, seconded by Director Shah and, upon vote, unanimously carried, the Board approved the engagement of Schilling & Company, Inc. to perform the 2022 Audit, for an amount not to exceed \$4,700.

Final Determination of Inability to Make a Scheduled Bond Payment (Section 32-1-903(3), C.R.S.): Following discussion, the Board acknowledged the District's inability to make the scheduled bond payment. It was noted that an interest payment will be mailed this week in the amount of \$99,147.50.

RECORD OF PROCEEDINGS

Public Hearing on 2022 Budget Amendment: The President opened the public hearing to consider an amendment to the 2022 Budget and to discuss related issues.

It was noted that publication of Notice stating that the Board would consider an Amendment to the 2022 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, the Board determined that an amendment to the 2022 Budget was not necessary.

Public Hearing on 2023 Budget: The Board opened the public hearing to consider the proposed 2023 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2023 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.

Mr. Beck reviewed the estimated 2022 expenditures and the proposed 2023 expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2022-12-03 to Adopt the 2023 Budget and Appropriate Sums of Money, and Resolution No. 2022-12-04 to Set Mill Levies (for the General Fund at 43.120 mills and the Debt Service Fund at 65.827 mills, for a total mill levy of 108.947 mills). Upon motion duly made by Director Peters, seconded by Director Shah 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, 2022. Mr. Beck 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, 2022. Mr. Beck was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2023. Copies of the adopted Resolutions are attached to these minutes and incorporated herein by this reference.

RECORD OF PROCEEDINGS

DLG-70 Mill Levy Certification: Following discussion, upon motion duly made by Director Peters, seconded by Director Shah, 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 Authorizing Adjustment of the District Mill Levy in Accordance with the District Service Plan: Following discussion, upon motion duly made by Director Peters, seconded by Director Shah and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-05, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the District Service Plan. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

2024 Budget Preparation: Following discussion, upon motion duly made by Director Peters, seconded by Director Shah and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2024 Budget and set the date for a Public Hearing to adopt the 2024 Budget for November 14, 2023, at 6:30 p.m.

OPERATIONS AND MAINTENANCE

Property Maintenance:

Detention Pond Cleanup: Mr. Beck updated the Board on the status of the Detention Pond cleanup.

Landscaping: Mr. Beck and the Board discussed 2023 maintenance and 2024 maintenance priorities.

Monument Landscaping: Mr. Beck and the Board discussed the Monument landscaping.

Water Operations:

Reports from Ramey Environmental Compliance, Inc.: Mr. Murphy reviewed and discussed with the Board the Ramey Environmental Compliance, Inc. reports regarding the operation of the water system for the months beginning June 2022 through October 2022. Copies of the reports are attached hereto and incorporated herein by this reference.

RECORD OF PROCEEDINGS

LEGAL MATTERS

Resolution Calling May 2, 2023 Regular Election: Attorney Meintzer discussed the Resolution with the Board. Following discussion, upon motion duly made by Director Peters, seconded by Director Shah and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-07 Calling a Regular Election for Directors on May 2, 2023, appointing the Steve Beck as the DEO and authorizing him to perform all tasks required for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

OTHER MATTERS

There were no other matters for discussion.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

**CANCELLATION OF ELECTION AND
DECLARATION DEEMING CANDIDATES
ELECTED FOR
RIVERDALE PEAKS II METROPOLITAN
DISTRICT**

The Designated Election Official of the Riverdale Peaks II Metropolitan District has been duly authorized by the Board of Directors to cancel and declare candidates elected if, at the close of business on the sixty-third (63rd) day before the election, there are not more candidates than offices to be filled at the election to be conducted on May 2, 2023; and

As of the close of business on March 1, 2023, there were not more candidates for Director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates.

Pursuant to Section 1-13.5-513(1), C.R.S., the Designated Election Official hereby cancels the regular election to be conducted on May 2, 2023.

THE ELECTION IS CANCELLED AND THE FOLLOWING CANDIDATES ARE DECLARED ELECTED FOR THE FOLLOWING TERMS:

Sikander Shah
4 Year Term

VACANT
4 Year Term

VACANT
4 Year Term

DATED this 1st day of March, 2023.

Steve Beck
Designated Election Official

Contact Person for District:
David Solin

Telephone Number of District:
303-987-0835

Address of District:
141 Union Boulevard, Suite 150
Lakewood, CO 80228

**CANCELACIÓN DE ELECCIONES Y
DECLARACIÓN DE CONSIDERACIÓN DE LOS
CANDIDATOS ELEGIDOS PARA
RIVERDALE PEAKS II METROPOLITAN
DISTRICT**

El Funcionario Electoral Designado del Riverdale Peaks II Metropolitan District ha sido debidamente autorizado por la Junta Directiva para cancelar y declarar candidatos electos si, al cierre de actividades del sexagésimo tercer (63) día antes de la elección, no hay más candidatos que cargos por cubrir. llenarse en la elección que se llevará a cabo el 2 de mayo de 2023; y

Al cierre de operaciones del 1 de marzo de 2023, no había más candidatos para Director que cargos por cubrir, incluidos los candidatos que presentaron declaraciones juradas de intención de ser candidatos por escrito.

De conformidad con la Sección 1-13.5-513(1), C.R.S., el Oficial Electoral Designado cancela por la presente la elección regular que se llevará a cabo el 2 de mayo de 2023.

SE ANULA LA ELECCIÓN Y SE DECLARAN ELEGIDOS LOS SIGUIENTES CANDIDATOS PARA LOS SIGUIENTES TÉRMINOS:

Sikander Shah
Término de Cuatro años [4]

VACANT
Término de cuatro años [4]

VACANT
Término de cuatro años [4]

FECHADO este 1st día de marzo de 2023.

Steve Beck
Oficial Electoral Designado

Número de teléfono del distrito:
303-987-0838

Dirección del Distrito:
141 Union Boulevard, Suite 150
Lakewood, CO 80228

**NOTICE OF CANCELLATION OF
REGULAR ELECTION
BY THE DESIGNATED ELECTION
OFFICIAL FOR THE
RIVERDALE PEAKS II METROPOLITAN
DISTRICT**

NOTICE IS HEREBY GIVEN by the Riverdale Peaks II Metropolitan District, Adams County, Colorado, that at the close of business on the sixty-third (63rd) day before the election there were not more candidates for Director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates; therefore, the election to be held on May 2, 2023, is hereby cancelled.

The following candidates are declared elected:

Sikander Shah
4 Year Term

VACANT
4 Year Term

VACANT
4 Year Term

DATED this 1st day of March, 2022.

RIVERDALE PEAKS II METROPOLITAN
DISTRICT

Steve Beck
Designated Election Official

Published on: March 16, 2023
Published in: Brighton Standard Blade

**AVISO DE CANCELACIÓN DE ELECCIÓN
REGULAR
POR EL FUNCIONARIO ELECTORAL
DESIGNADO PARA EL
RIVERDALE PEAKS II METROPOLITAN
DISTRICT**

POR ESTE MEDIO SE DA AVISO por parte del Riverdale Peaks II Metropolitan District, Adams County, Colorado, que al cierre de operaciones del día sesenta y tres (63) antes de la elección no había más candidatos para Director que cargos por cubrir, incluidos candidatos que presentaron declaraciones juradas de intención de ser candidatos por escrito; por lo tanto, se cancela la elección a celebrarse el 2 de mayo de 2023.

Se declaran elegidos los siguientes candidatos:

Sikander Shah
Término de cuatro años [4]

VACANT
Término de cuatro años [4]

VACANT
Término de cuatro años [4]

FECHADO este 1st día de marzo de 2022.

RIVERDALE PEAKS II METROPOLITAN
DISTRICT

Steve Beck
Oficial Electoral Designado

Publicado el: March 16, 2023
Publicado en: Brighton Standard Blade

RESOLUTION NO. 2022-11- 05

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
RIVERDALE PEAKS II METROPOLITAN DISTRICT
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 2, 2023**

A. The term of the office to which Director Sikander Shah has previously been appointed expires upon his re-election, or the election of his successor at the Election, and upon such successor taking office.

B. Vacancies currently exist on the Board of Directors of the District.

C. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect three (3) Directors to serve until the second regular election, to occur May 4, 2027.

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

1. Date and Time of Election. The Election shall be held on May 2, 2023, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, three (3) Directors shall be elected to serve until the second regular election, to occur May 4, 2027.

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

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

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

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

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with the Designated Election Official of the District, c/o Special District Management Services,

Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 25, 2023).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from the Designated Election Official for the District, at the above address, and on the District's website at <https://riverdalepeaks2md.colorado.gov>.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on February 28, 2023, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

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

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


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

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 2, 2023]**

RESOLUTION APPROVED AND ADOPTED on November 15, 2022.

**RIVERDALE PEAKS II
METROPOLITAN DISTRICT**

By: 

President

Attest:



Secretary

Riverdale Peaks II Metropolitan District
November-22

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Century Link	333155391	Oct. 2022	10/4/2022	10/25/2022	\$ 128.86	Utilities 47850
Freedom Mailing Services, Inc.	43901		10/12/2022	11/11/2022	\$ 39.96	Billing 47210
Generator Source	148001851		10/25/2022	11/15/2022	\$ 650.39	Generator Preventative Mtce 47242
McGeady Becher P.C.	654M	09/2022	9/30/2022	9/30/2022	\$ 200.00	Legal Services 17460
Neighborhood Lawn Care, Inc	3417		10/14/2022	11/13/2022	\$ 1,750.00	Landscape Maintenance 17510
Neighborhood Lawn Care, Inc	3427		11/1/2022	11/15/2022	\$ 497.27	Landscape Maintenance 17510
Ramey Environmental Compliance	24621		10/13/2022	11/12/2022	\$ 600.00	Operations 47240
Ramey Environmental Compliance	24665		10/22/2022	11/15/2022	\$ 568.92	Chemicals & Supplies 47270
Ramey Environmental Compliance	24665		10/22/2022	11/15/2022	\$ 997.48	Testing 47260
Ramey Environmental Compliance	24665		10/22/2022	11/15/2022	\$ 1,500.00	Operations 47240
Special Dist Mgmt Srvs	Oct-22		10/31/2022	10/31/2022	\$ 202.40	District Management 47440
Special Dist Mgmt Srvs	Oct-22		10/31/2022	10/31/2022	\$ 313.40	Accounting 47000
Special Dist Mgmt Srvs	Oct-22		10/31/2022	10/31/2022	\$ 202.40	District Management 17440
Special Dist Mgmt Srvs	Oct-22		10/31/2022	10/31/2022	\$ 57.01	Miscellaneous 17480
Special Dist Mgmt Srvs	Oct-22		10/31/2022	10/31/2022	\$ 568.40	Billing 47210
Special Dist Mgmt Srvs	Oct-22		10/31/2022	10/31/2022	\$ 313.40	Accounting 17000
United Power	13052501	Oct. 2022	10/25/2022	10/25/2022	\$ 191.35	Utilities 47850
United Power	13812503	Oct. 2022	10/5/2022	10/25/2022	\$ 20.42	Utilities 47850
United Power	13813503	Oct. 2022	10/5/2022	10/25/2022	\$ 20.22	Utilities 47850
United Power	12902200	Oct. 2022	10/1/2022	10/25/2022	\$ 1,457.93	Utilities 47850
Utility Notification Center	222101252		10/31/2022	10/31/2022	\$ 1.30	Miscellaneous 17480
Xcel Energy	800102043		10/12/2022	11/1/2022	\$ 590.85	Utilities 47850
					\$ 10,871.96	

Riverdale Peaks II Metropolitan District
November-22

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 3,021.38		\$ 7,850.58	\$ 10,871.96
			\$	-
Total Disbursements from Checking Acct	\$3,021.38	\$0.00	\$7,850.58	\$10,871.96

**Riverdale Peaks II Metropolitan District
December-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Badger Meter	80110658	10/28/2022	11/27/2022	\$ 17.44	Meter reading	47230
Badger Meter	80112980	11/30/2022	12/15/2022	\$ 8.72	Meter reading	47230
Century Link	333155391 Nov. 2022	11/4/2022	12/28/2022	\$ 128.86	Utilities	47850
Colorado Community Media	71705	11/11/2022	12/11/2022	\$ 26.56	Miscellaneous	17480
Colorado Special District P&L	23PL-60218-1991	10/18/2022	10/18/2022	\$ 10,179.00	Prepaid Expense	11240
Diversified Underground, Inc.	26606	10/31/2022	10/31/2022	\$ 75.00	Locates	47275
Freedom Mailing Services, Inc.	44109	11/15/2022	12/15/2022	\$ 39.22	Billing	47210
McGeady Becher P.C.	654M 10/2022	10/31/2022	10/31/2022	\$ 200.00	Legal Services	17460
Neighborhood Lawn Care, Inc	3472	12/2/2022	12/15/2022	\$ 497.27	Landscape Maintenance	17510
Ramey Environmental Compliance	24804	11/22/2022	12/15/2022	\$ 111.60	Testing	47260
Ramey Environmental Compliance	24804	11/22/2022	12/15/2022	\$ 1,500.00	Operations	47240
Ramey Environmental Compliance	24748	11/15/2022	12/15/2022	\$ 9,193.44	Operations	47240
Special Dist Mgmt Srvs	Nov-22	11/30/2022	11/30/2022	\$ 545.40	District Management	47440
Special Dist Mgmt Srvs	Nov-22	11/30/2022	11/30/2022	\$ 210.60	Accounting	47000
Special Dist Mgmt Srvs	Nov-22	11/30/2022	11/30/2022	\$ 545.40	District Management	17440
Special Dist Mgmt Srvs	Nov-22	11/30/2022	11/30/2022	\$ 102.30	Miscellaneous	17480
Special Dist Mgmt Srvs	Nov-22	11/30/2022	11/30/2022	\$ 88.00	Billing	47210
Special Dist Mgmt Srvs	Nov-22	11/30/2022	11/30/2022	\$ 210.60	Accounting	17000
United Power	13052501 Nov. 2022	11/22/2022	12/12/2022	\$ 191.35	Utilities	47850
United Power	13813503 Nov. 2022	11/3/2022	11/23/2022	\$ 20.22	Utilities	47850
United Power	12902200 Nov. 2022	11/3/2022	11/23/2022	\$ 1,261.90	Utilities	47850
United Power	13812503 Nov. 2022	11/3/2022	11/23/2022	\$ 20.42	Utilities	47850
Xcel Energy	804168002	11/10/2022	12/2/2022	\$ 360.62	Utilities	47850
				\$ 25,533.92		

**Riverdale Peaks II Metropolitan District
December-22**

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 11,761.13		\$ 13,772.79	\$ 25,533.92
				\$ -
Total Disbursements from Checking Acct	\$11,761.13	\$0.00	\$13,772.79	\$25,533.92

Riverdale Peaks II Metropolitan District
December-22
Special Payment

Vendor	Invoice #	Date	Due Date	Amount in l	Expense Account	Account Number
Andrew and Tonda Palazzari	28002-12/8/22	12/8/2022	12/8/2022	\$ 140.00	Water Charges	46380
Brandon and Bree Lundy	54002-12/8/22	12/8/2022	12/8/2022	\$ 140.00	Water Charges	46380
Brian Bata	18001-12/8/22	12/8/2022	12/8/2022	\$ 227.29	Water Charges	46380
Ella Padilla & Nathan Fehringer	53003-12/8/22	12/8/2022	12/8/2022	\$ 140.00	Water Charges	46380
Erik and Chanel Estes	21002-12/8/22	12/8/2022	12/8/2022	\$ 140.00	Water Charges	46380
Jason and Myhra Jose	30002-12/8/22	12/8/2022	12/8/2022	\$ 140.00	Water Charges	46380
John Duval And Lisa Lovell	10007-12/8/22	12/8/2022	12/8/2022	\$ 140.00	Water Charges	46380
Michael & Cara Tindell	17003-12/8/22	12/8/2022	12/8/2022	\$ 140.00	Water Charges	46380
Robert & Jodi Gebhardt	50002-12/8/22	12/8/2022	12/8/2022	\$ 140.00	Water Charges	46380
				\$ 1,347.29		

Riverdale Peaks II Metropolitan District
December-22

Special Payment

	General	Debt	Enterprise	Totals
Disbursements			\$ 1,347.29	\$ 1,347.29
				\$ -
Total Disbursements from Checking Acct	\$0.00	\$0.00	\$1,347.29	\$1,347.29

Account	Name	Address	City	ST	Zip	Amount
10007	John Duval and Lisa Lovell	12725 Uinta St	Thornton	CO	80241	\$ 140.00
17003	Michael and Cara Tindell	12420 Verbena St	Thornton	CO	80602	\$ 140.00
18001	Brian Bata	12411 Verbena St	Brighton	CO	80602	\$ 227.29
21002	Erik and Chanel Estes	8355 E 124th Pl	Thornton	CO	80602	\$ 140.00
28002	Andrew and Tonda Palazzari	12565 Valentia St	Thornton	CO	80602	\$ 140.00
30002	Jason and Myhra Jose	12595 Valentia St	Thornton	CO	80602	\$ 140.00
50002	Robert and Jodi Gebhardt	8585 E 125th Ct	Thornton	CO	80602	\$ 140.00
53003	Ella Padilla dn Nathan Fehringer	8700 E 125th Ct	Thornton	CO	80602	\$ 140.00
54002	Brandon and Bree Lundy	8600 E 125th Ct	Thornton	CO	80602	\$ 140.00
						\$ 1,347.29

**Riverdale Peaks II Metropolitan District
January-23**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Badger Meter	80115335	12/29/2022	1/13/2023	\$ 8.72	Meter reading	47230
Century Link	333155391 Dec. 2022	12/4/2022	12/27/2022	\$ 128.86	Utilities	47850
Diversified Underground, Inc.	26916	12/31/2022	12/31/2022	\$ 80.00	Locates	47275
Freedom Mailing Services, Inc.	44309	12/16/2022	1/15/2023	\$ 39.22	Billing	47210
McGeady Becher P.C.	654M 11/2022	11/30/2022	11/30/2022	\$ 203.00	Legal Services	17460
Neighborhood Lawn Care, Inc	3520	1/2/2023	1/13/2023	\$ 497.27	Landscape Maintenance	17510
OmniSite	88547	1/1/2023	1/1/2023	\$ 290.00	Operations	47240
Ramey Environmental Compliance	24950	12/22/2022	1/13/2023	\$ 628.35	Testing	47260
Ramey Environmental Compliance	24950	12/22/2022	1/13/2023	\$1,500.00	Operations	47240
Special Dist Mgmt Srvs	Dec-22	12/31/2022	12/31/2022	\$ 281.20	District Management	47440
Special Dist Mgmt Srvs	Dec-22	12/31/2022	12/31/2022	\$ 99.10	Accounting	47000
Special Dist Mgmt Srvs	Dec-22	12/31/2022	12/31/2022	\$ 281.20	District Management	17440
Special Dist Mgmt Srvs	Dec-22	12/31/2022	12/31/2022	\$ 44.40	Election Expense	17430
Special Dist Mgmt Srvs	Dec-22	12/31/2022	12/31/2022	\$ 11.40	Miscellaneous	17480
Special Dist Mgmt Srvs	Dec-22	12/31/2022	12/31/2022	\$ 795.00	Billing	47210
Special Dist Mgmt Srvs	Dec-22	12/31/2022	12/31/2022	\$ 99.10	Accounting	17000
United Power	13813503 Dec. 2022	12/5/2022	12/27/2022	\$ 20.22	Utilities	47850
United Power	13812503 Dec. 2022	12/5/2022	12/27/2022	\$ 20.42	Utilities	47850
United Power	12902200 Dec. 2022	12/5/2022	12/27/2022	\$1,099.30	Utilities	47850
United Power	13052501 Dec. 2022	12/21/2022	1/10/2023	\$ 191.35	Utilities	47850
Utility Notification Center	222121147	12/31/2022	12/31/2022	\$ 2.60	Miscellaneous	17480
Xcel Energy	808198997	12/13/2022	1/4/2023	\$ 174.00	Utilities	47850

\$6,494.71

Riverdale Peaks II Metropolitan District
January-23

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 1,138.97		\$ 5,355.74	\$ 6,494.71
			\$	-
Total Disbursements from Checking Acct	\$1,138.97	\$0.00	\$5,355.74	\$6,494.71

**Riverdale Peaks II Metropolitan District
February-23**

Vendor	Invoice #	Date	Due Date	Amount in	Expense Account	Account Number
Badger Meter	80117946	1/30/2023	2/13/2023	\$ 908.72	Meter reading	47230
Century Link	333155391 Jan. 2023	1/4/2023	1/24/2023	\$ 135.52	Utilities	47850
Diversified Underground, Inc.	27063	1/31/2023	1/31/2023	\$ 150.00	Locates	47275
Freedom Mailing Services, Inc.	44492	1/11/2023	2/10/2023	\$ 39.22	Billing	47210
Generator Source	INV2341	1/17/2023	2/16/2023	\$ 690.75	Generator Preventative Mtce	47242
McGeady Becher P.C.	654M 12/2022	12/31/2022	12/31/2022	\$ 200.00	Legal Services	17460
Neighborhood Lawn Care, Inc	3557	1/30/2023	2/13/2023	\$ 497.27	Landscape Maintenance	17510
Ramey Environmental Compliance	25115	1/22/2023	2/13/2023	\$ 121.72	Testing	47260
Ramey Environmental Compliance	25115	1/22/2023	2/13/2023	\$1,668.60	Operations	47240
Special Dist Mgmt Srvs	Jan-23	1/31/2023	1/31/2023	\$ 280.00	District Management	47440
Special Dist Mgmt Srvs	Jan-23	1/31/2023	1/31/2023	\$ 488.00	Accounting	47000
Special Dist Mgmt Srvs	Jan-23	1/31/2023	1/31/2023	\$ 280.00	District Management	17440
Special Dist Mgmt Srvs	Jan-23	1/31/2023	1/31/2023	\$ 128.00	Election Expense	17430
Special Dist Mgmt Srvs	Jan-23	1/31/2023	1/31/2023	\$ 20.28	Miscellaneous	17480
Special Dist Mgmt Srvs	Jan-23	1/31/2023	1/31/2023	\$ 646.80	Billing	47210
Special Dist Mgmt Srvs	Jan-23	1/31/2023	1/31/2023	\$ 488.00	Accounting	17000
Special District Association	SDA-2023	2/7/2023	2/7/2023	\$ 305.20	Miscellaneous	17480
United Power	13052501 Jan. 2023	1/23/2023	2/13/2023	\$ 191.35	Utilities	47850
United Power	13813503 Jan. 2023	1/5/2023	1/25/2023	\$ 20.22	Utilities	47850
United Power	13812503 Jan. 2023	1/5/2023	1/25/2023	\$ 20.42	Utilities	47850
United Power	12902200 Jan. 2023	1/1/2023	1/25/2023	\$1,356.91	Utilities	47850
Utility Notification Center	223011125	1/31/2023	1/31/2023	\$ 2.58	Miscellaneous	17480
Xcel Energy	812392821	1/17/2023	2/6/2023	\$ 171.41	Utilities	47850

\$8,810.97

Riverdale Peaks II Metropolitan District
February-23

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 1,921.33		\$ 6,889.64	\$ 8,810.97
				\$ -
Total Disbursements from Checking Acct	\$1,921.33	\$0.00	\$6,889.64	\$8,810.97

**Riverdale Peaks II Metropolitan District
March-23**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Badger Meter	80120458	2/28/2023	3/30/2023	\$ 8.72	Meter reading	47230
Century Link	333155391 Feb. 2023	2/4/2023	2/24/2023	\$ 136.52	Utilities	47850
County of Adams	475672	1/15/2023	1/15/2023	\$ 97.41	Miscellaneous	17480
County of Adams	450303	1/15/2023	3/16/2023	\$ 34.85	Miscellaneous	17480
Freedom Mailing Services, Inc.	44712	2/13/2023	3/15/2023	\$ 40.81	Billing	47210
McGeady Becher P.C.	654M 01/2023	1/31/2023	1/31/2023	\$ 202.00	Legal Services	17460
Neighborhood Lawn Care, Inc	3590	3/2/2023	3/10/2023	\$ 497.27	Landscape Maintenance	17510
Ramey Environmental Compliance	25288	2/22/2023	3/24/2023	\$ 182.88	Testing	47260
Ramey Environmental Compliance	25288	2/22/2023	3/24/2023	\$ 1,768.72	Operations	47240
Special Dist Mgmt Srvs	Feb-23	2/28/2023	2/28/2023	\$ 91.00	District Management	47440
Special Dist Mgmt Srvs	Feb-23	2/28/2023	2/28/2023	\$ 747.60	Accounting	47000
Special Dist Mgmt Srvs	Feb-23	2/28/2023	2/28/2023	\$ 91.00	District Management	17440
Special Dist Mgmt Srvs	Feb-23	2/28/2023	2/28/2023	\$ 656.20	Election Expense	17430
Special Dist Mgmt Srvs	Feb-23	2/28/2023	2/28/2023	\$ 33.14	Miscellaneous	17480
Special Dist Mgmt Srvs	Feb-23	2/28/2023	2/28/2023	\$ 910.80	Billing	47210
Special Dist Mgmt Srvs	Feb-23	2/28/2023	2/28/2023	\$ 747.60	Accounting	17000
United Power	13052501 Feb. 2023	2/23/2023	2/23/2023	\$ 180.25	Utilities	47850
United Power	13812503 Feb. 2023	2/3/2023	2/3/2023	\$ 20.42	Utilities	47850
United Power	12902200 Feb. 2023	2/3/2023	2/23/2023	\$ 1,405.68	Utilities	47850
United Power	13813503 Feb. 2023	2/1/2023	2/23/2023	\$ 20.22	Utilities	47850
Xcel Energy	816423210	2/15/2023	3/8/2023	\$ 169.67	Utilities	47850
				\$8,042.76		

Riverdale Peaks II Metropolitan District
March-23

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 2,359.47		\$ 5,683.29	\$ 8,042.76
				\$ -
Total Disbursements from Checking Acct	\$2,359.47	\$0.00	\$5,683.29	\$8,042.76

**Riverdale Peaks II Metropolitan District
April-23**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Badger Meter	80122159	3/28/2023	4/14/2023	\$ 368.72	Meter reading	47230
Century Link	333155391 March 2023	3/4/2023	3/27/2023	\$ 136.52	Utilities	47850
Colorado Community Media	81276	3/17/2023	4/16/2023	\$ 38.00	Election Expense	17430
Diversified Underground, Inc.	27402	3/31/2023	3/31/2023	\$ 10.00	Locates	47275
Freedom Mailing Services, Inc.	44934	3/17/2023	4/16/2023	\$ 40.81	Billing	47210
Generator Source	INV4446	3/30/2023	4/14/2023	\$ 2,252.61	Generator Preventative Mtce	47242
McGeady Becher P.C.	654M 02/2023	2/28/2023	2/28/2023	\$ 202.00	Legal Services	17460
Neighborhood Lawn Care, Inc	3612	4/1/2023	4/14/2023	\$ 497.27	Landscape Maintenance	17510
Neighborhood Lawn Care, Inc	3627	4/10/2023	4/14/2023	\$ 780.00	Equipment Replacement Reserve	47280
Ramey Environmental Compliance	25457	3/22/2023	4/14/2023	\$ 21.60	Testing	47260
Ramey Environmental Compliance	25457	3/22/2023	4/14/2023	\$ 1,768.72	Operations	47240
Ramey Environmental Compliance	25527	4/6/2023	4/14/2023	\$ 597.43	Chemicals & Supplies	47270
Ramey Environmental Compliance	25527	4/6/2023	4/14/2023	\$ 1,313.28	Testing	47260
Special Dist Mgmt Svcs	Mar-23	3/31/2023	3/31/2023	\$ 570.90	District Management	47440
Special Dist Mgmt Svcs	Mar-23	3/31/2023	3/31/2023	\$ 819.50	Accounting	47000
Special Dist Mgmt Svcs	Mar-23	3/31/2023	3/31/2023	\$ 570.90	District Management	17440
Special Dist Mgmt Svcs	Mar-23	3/31/2023	3/31/2023	\$ 233.20	Election Expense	17430
Special Dist Mgmt Svcs	Mar-23	3/31/2023	3/31/2023	\$ 32.00	Meter Install and Inspect	47254
Special Dist Mgmt Svcs	Mar-23	3/31/2023	3/31/2023	\$ 28.24	Miscellaneous	17480
Special Dist Mgmt Svcs	Mar-23	3/31/2023	3/31/2023	\$ 638.90	Billing	47210
Special Dist Mgmt Svcs	Mar-23	3/31/2023	3/31/2023	\$ 819.50	Accounting	17000
United Power	13052501 March 2023	3/24/2023	4/13/2023	\$ 180.25	Utilities	47850
United Power	#13812503 March 2023	3/3/2023	3/23/2023	\$ 20.42	Utilities	47850
United Power	12902200 March 2023	3/3/2023	3/23/2023	\$ 1,290.69	Utilities	47850
United Power	13813503 March 2023	3/3/2023	3/23/2023	\$ 20.22	Utilities	47850
Utility Notification Center	223031201	3/31/2023	3/31/2023	\$ 5.16	Miscellaneous	17480
Xcel Energy	820480522	3/17/2023	4/6/2023	\$ 170.33	Utilities	47850

\$ 13,427.17

Riverdale Peaks II Metropolitan District
April-23

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 2,394.27		\$ 11,032.90	\$ 13,427.17
				\$ -
Total Disbursements from Checking Acct	\$2,394.27	\$0.00	\$11,032.90	\$13,427.17

Riverdale Peaks II Metropolitan District
May-23

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Badger Meter	80125653	4/28/2023	5/10/2023	\$ 8.72	Meter reading	47230
Century Link	333155391 April 2023	4/4/2023	4/24/2023	\$ 135.52	Utilities	47850
Diversified Underground, Inc.	27577	4/30/2023	4/30/2023	\$ 15.00	Locates	47275
Freedom Mailing Services, Inc.	45112	4/11/2023	5/11/2023	\$ 40.81	Billing	47210
McGeady Becher P.C.	654M 03/2023	3/31/2023	3/31/2023	\$ 202.00	Legal Services	17460
Neighborhood Lawn Care, Inc	3643	5/1/2023	5/10/2023	\$ 497.27	Landscape Maintenance	17510
Ramey Environmental Compliance	25580	4/22/2023	5/22/2023	\$ 120.67	Testing	47260
Ramey Environmental Compliance	25580	4/22/2023	5/22/2023	\$1,768.72	Operations	47240
Ramey Environmental Compliance	25695	5/9/2023	6/8/2023	\$ 702.26	Chemicals & Supplies	47270
Ramey Environmental Compliance	25695	5/9/2023	6/8/2023	\$ 21.60	Testing	47260
Special Dist Mgmt Srvs	Apr-23	4/30/2023	4/30/2023	\$ 646.30	District Management	47440
Special Dist Mgmt Srvs	Apr-23	4/30/2023	4/30/2023	\$ 582.90	Accounting	47000
Special Dist Mgmt Srvs	Apr-23	4/30/2023	4/30/2023	\$ 646.30	District Management	17440
Special Dist Mgmt Srvs	Apr-23	4/30/2023	4/30/2023	\$ 64.00	Election Expense	17430
Special Dist Mgmt Srvs	Apr-23	4/30/2023	4/30/2023	\$ 16.20	Miscellaneous	17480
Special Dist Mgmt Srvs	Apr-23	4/30/2023	4/30/2023	\$ 412.70	Billing	47210
Special Dist Mgmt Srvs	Apr-23	4/30/2023	4/30/2023	\$ 582.90	Accounting	17000
United Power	12902200 April 2023	4/4/2023	4/24/2023	\$1,314.83	Utilities	47850
United Power	13813503 April 2023	4/1/2023	4/24/2023	\$ 20.22	Utilities	47850
United Power	13812503 April 2023	4/4/2023	4/24/2023	\$ 20.42	Utilities	47850
United Power	13052501 April 2023	4/26/2023	4/26/2023	\$ 176.55	Utilities	47850
Utility Notification Center of Colorado	223041239	4/30/2023	4/30/2023	\$ 1.29	Miscellaneous	17480
Xcel Energy	824775299	4/18/2023	5/8/2023	\$ 420.34	Utilities	47850

\$8,417.52

Riverdale Peaks II Metropolitan District
May-23

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 2,009.96		\$ 6,407.56	\$ 8,417.52
				\$ -
Total Disbursements from Checking Acct	\$2,009.96	\$0.00	\$6,407.56	\$8,417.52

RIVERDALE PEAKS II METROPOLITAN DISTRICT
Schedule of Cash Position
March 31, 2023

	<u>Rate</u>	<u>Operating</u>	<u>Debt Service</u>	<u>Enterprise</u>	<u>Total</u>
Checking:					
1st Bank Checking Acct		\$ 32,907.72	\$ (15,285.65)	\$ 97,609.40	\$ 115,231.47
Investments:					
C-Safe	4.77%	529,158.40	106,219.36	0.33	635,378.09
Trust Funds					
Bond Fund	4.89%		99.77		99.77
TOTAL FUNDS:		<u>\$ 562,066.12</u>	<u>\$ 91,033.48</u>	<u>\$ 97,609.73</u>	<u>\$ 750,709.33</u>

2023 Mill Levy Information

General Fund	43.120
Debt Service Fund	<u>65.827</u>
Total	<u>108.947</u>

Board of Directors

Annette Peters
Jason Jose
Sikander Shah

* authorized signer on the checking account

RIVERDALE PEAKS II METROPOLITAN DISTRICT
UNAUDITED FINANCIAL STATEMENTS
March 31, 2023

RIVERDALE PEAKS II METROPOLITAN DISTRICT
Combined Balance Sheet - All Fund Types and Account Groups
March 31, 2023

	<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	\$ 32,908	\$ (15,286)	\$ 97,609	\$ -	\$ -	\$ 115,231
C-Safe	529,158	106,219	0	-	-	635,378
Bond Fund	-	100	-	-	-	100
Property taxes receivable	87,523	133,614	-	-	-	221,137
Accounts Receivable	-	-	7,558	-	-	7,558
Total Current Assets	<u>649,589</u>	<u>224,647</u>	<u>105,168</u>	<u>-</u>	<u>-</u>	<u>979,404</u>
Other Debits						
Amount available in DSF	-	-	-	91,033	-	91,033
Amount to be Provided	-	-	-	6,931,588	-	6,931,588
Total Other Debits	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,022,622</u>	<u>-</u>	<u>7,022,622</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
Equipment	-	-	9,193	-	-	9,193
Streets	-	-	-	-	-	-
Accumulated Depreciation	-	-	(304)	-	(1,082,750)	(1,083,054)
Total Capital Assets	<u>-</u>	<u>-</u>	<u>8,889</u>	<u>-</u>	<u>2,538,087</u>	<u>2,546,977</u>
Total Assets	<u>\$ 649,589</u>	<u>\$ 224,647</u>	<u>\$ 114,057</u>	<u>\$ 7,022,622</u>	<u>\$ 2,538,087</u>	<u>\$ 10,549,003</u>
Liabilities						
Long Term Liabilities						
Developer Adv Payable	\$ -	\$ -	\$ 114,731	\$ -	\$ -	\$ 114,731
Accrued Interest on Dev Adv-Ef	-	-	116,958	-	-	116,958
Developer Adv-Capital	-	-	-	1,151,454	-	1,151,454
Developer Adv-GF	-	-	-	365,069	-	365,069
Accrued Inter-Dev Adv-Capital	-	-	-	1,224,243	-	1,224,243
Accrued Int-Dev Adv Operations	-	-	-	422,315	-	422,315
Bonds Payable	-	-	-	3,065,000	-	3,065,000
Unpaid Interest on Bonds	-	-	-	794,541	-	794,541
Total Long Term Liabilities	<u>-</u>	<u>-</u>	<u>231,689</u>	<u>7,022,622</u>	<u>-</u>	<u>7,254,311</u>
Deferred Inflows of Resources						
Deferred Property Taxes	87,523	133,614	-	-	-	221,137
Total Deferred Inflows of Resources	<u>87,523</u>	<u>133,614</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>221,137</u>
Fund Balance						
Investment in fixed assets	-	-	-	-	2,538,087	2,538,087
Fund Balance	527,803	24,696	(123,166)	-	-	429,334
Current Year Earnings	34,263	66,338	5,533	-	-	106,134
Total Fund Balances	<u>562,066</u>	<u>91,033</u>	<u>(117,632)</u>	<u>-</u>	<u>2,538,087</u>	<u>3,073,555</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 649,589</u>	<u>\$ 224,647</u>	<u>\$ 114,057</u>	<u>\$ 7,022,622</u>	<u>\$ 2,538,087</u>	<u>\$ 10,549,003</u>

RIVERDALE PEAKS II METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 3 Months Ending
March 31, 2023
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	\$ 42,359	\$ 42,359	\$ 129,882	\$ (87,524)	32.6%
Specific ownership tax	1,414	1,414	7,793	(6,379)	18.1%
Interest income	5,817	5,817	14,000	(8,183)	41.6%
HOA Contribution	750	750	-	750	-
Total Revenues	<u>50,340</u>	<u>50,340</u>	<u>151,675</u>	<u>(101,335)</u>	<u>33.2%</u>
Expenditures					
Accounting	1,236	1,236	3,300	2,064	37.4%
County Treasurer's fee	635	635	1,948	1,313	32.6%
Insurance and Bonds	10,629	10,629	9,000	(1,629)	118.1%
Election Expense	784	784	1,200	416	65.4%
District Management	371	371	6,000	5,629	6.2%
Legal Services	202	202	2,400	2,198	8.4%
Miscellaneous	728	728	3,000	2,272	24.3%
Banking fees	-	-	200	200	0.0%
Landscape Maintenance	1,492	1,492	12,000	10,508	12.4%
Landscape Improvements	-	-	12,000	12,000	0.0%
Contingency	-	-	10,000	10,000	0.0%
Total Expenditures	<u>16,077</u>	<u>16,077</u>	<u>65,548</u>	<u>49,471</u>	<u>24.5%</u>
Excess (Deficiency) of Revenues Over Expenditures	34,263	34,263	86,127	(51,864)	
Transfers and Other Financing Sources (Uses)					
Emergency Reserve	-	-	(4,550)	4,550	
Total Transfers and Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>(4,550)</u>	<u>4,550</u>	
Change in Fund Balance	34,263	34,263	81,577	(47,314)	
Beginning Fund Balance	527,803	527,803	504,508	23,295	
Ending Fund Balance	<u>\$ 562,066</u>	<u>\$ 562,066</u>	<u>\$ 586,085</u>	<u>\$ (24,019)</u>	

RIVERDALE PEAKS II METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 3 Months Ending
March 31, 2023
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	\$ 64,664	\$ 64,664	\$ 198,278	\$ (133,614)	32.6%
Specific ownership tax	2,158	2,158	12,000	(9,842)	18.0%
Interest income	485	485	20	465	2424.3%
Total Revenues	<u>67,307</u>	<u>67,307</u>	<u>210,298</u>	<u>(142,991)</u>	<u>32.0%</u>
Expenditures					
County Treasurer's fee	970	970	2,974	2,004	32.6%
Interest expense - bonds	-	-	200,000	200,000	0.0%
Paying agent / trustee fees	-	-	2,000	2,000	0.0%
Total Expenditures	<u>970</u>	<u>970</u>	<u>204,974</u>	<u>204,004</u>	<u>0.5%</u>
Excess (Deficiency) of Revenues Over Expenditures	66,338	66,338	5,324	61,014	
Beginning Fund Balance	24,696	24,696	22,961	1,735	
Ending Fund Balance	<u>\$ 91,033</u>	<u>\$ 91,033</u>	<u>\$ 28,285</u>	<u>\$ 62,748</u>	

RIVERDALE PEAKS II METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 3 Months Ending
March 31, 2023
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	\$ 20,377	\$ 20,377	\$ 75,000	\$ (54,623)	27.2%
Total Revenues	<u>20,377</u>	<u>20,377</u>	<u>75,000</u>	<u>(54,623)</u>	<u>27.2%</u>
Expenditures					
Accounting	1,236	1,236	4,300	3,064	28.7%
Billing	1,638	1,638	7,600	5,962	21.5%
Meter reading	917	917	-	(917)	-
Operations	3,827	3,827	27,500	23,673	13.9%
Generator Preventative Mtce	691	691	5,000	4,309	13.8%
Testing	204	204	4,000	3,796	5.1%
Chemicals & Supplies	-	-	5,650	5,650	0.0%
Generator Maintenance	-	-	1,500	1,500	0.0%
Locates	150	150	-	(150)	-
Developer Advance Interest	1,980	1,980	-	(1,980)	-
District Management	371	371	4,900	4,529	7.6%
Miscellaneous	-	-	1,200	1,200	0.0%
Utilities	3,829	3,829	21,000	17,171	18.2%
Fuel Generator	-	-	800	800	0.0%
Contingency	-	-	25,000	25,000	0.0%
Claim 1 - Control Panel Repair	-	-	30,000	30,000	0.0%
Total Expenditures	<u>14,843</u>	<u>14,843</u>	<u>138,450</u>	<u>123,607</u>	<u>10.7%</u>
Excess (Deficiency) of Revenues Over Expenditures	5,533	5,533	(63,450)	68,983	
Beginning Fund Balance	(123,166)	(123,166)	(187,545)	64,379	
Ending Fund Balance	<u>\$ (117,632)</u>	<u>\$ (117,632)</u>	<u>\$ (250,995)</u>	<u>\$ 133,363</u>	

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

**FINANCIAL STATEMENTS
DECEMBER 31, 2022**

DRAFT 6/8/2023

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SCHILLING & COMPANY, INC.

Certified Public Accountants

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HIGHLANDS RANCH, CO 80163

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Independent Auditor's Report

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

Opinions

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, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

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, 2022, 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.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibility of Management 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, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has omitted 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 2021 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 July 21, 2022. In our opinion, the summarized comparative information presented herein for the proprietary fund as of and for the year ended December 31, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Supplementary 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.

Other Information

Management is responsible for the other information included in the annual report. The other information as listed in the table of contents does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

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

SCHILLING & COMPANY, INC.

Highlands Ranch, Colorado
 , 2023

BASIC FINANCIAL STATEMENTS

DRAFT 6/8/2023

RIVERDALE PEAKS II METROPOLITAN DISTRICT
STATEMENT OF NET POSITION
December 31, 2022

	<u>Governmental Activities</u>	<u>Business-Type Activities</u>	<u>Total</u>
ASSETS			
Cash and investments - unrestricted	\$ 517,249	\$ 91,382	\$ 608,631
Cash and investments - restricted	23,558	-	23,558
Prepaid expenses	10,629	-	10,629
Receivable - County Treasurer	1,905	-	1,905
Accounts receivable - customers	-	11,338	11,338
Property taxes receivable	328,160	-	328,160
Capital assets, not being depreciated	720,888	-	720,888
Capital assets, net of depreciation	1,737,066	8,889	1,745,955
Total assets	<u>3,339,455</u>	<u>111,609</u>	<u>3,451,064</u>
LIABILITIES			
Accounts payable	842	5,066	5,908
Accrued interest payable	13,565	-	13,565
Noncurrent liabilities:			
Due within one year	670,000	-	670,000
Due in more than one year	6,378,397	229,709	6,608,106
Total liabilities	<u>7,062,804</u>	<u>234,775</u>	<u>7,297,579</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred property tax revenue			
Total deferred inflows of resources	328,160	-	328,160
	<u>328,160</u>	<u>-</u>	<u>328,160</u>
NET POSITION			
Net investment in capital assets	(1,758,500)	8,889	(1,749,611)
Restricted for:			
Emergencies	4,500	-	4,500
Unrestricted	(2,297,509)	(132,055)	(2,429,564)
Total net position	<u>\$ (4,051,509)</u>	<u>\$ (123,166)</u>	<u>\$ (4,174,675)</u>

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

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
STATEMENT OF ACTIVITIES
Year Ended December 31, 2022**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expense) Revenue and Changes in Net Position</u>		
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
Primary government:							
Governmental activities:							
General government	\$ 123,898	\$ -	\$ -	\$ -	\$ (123,898)	\$ -	\$ (123,898)
Interest and related costs on long-term debt	358,134	-	-	-	(358,134)	-	(358,134)
Total governmental activities	<u>482,032</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(482,032)</u>	<u>-</u>	<u>(482,032)</u>
Business-type activities:							
Water operations	68,455	96,732	-	-	-	28,277	28,277
Interprise and related costs on long-term debt	8,031	-	-	-	-	(8,031)	(8,031)
Total business-type activities	<u>76,486</u>	<u>96,732</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,246</u>	<u>20,246</u>
Total primary government	<u>\$ 558,518</u>	<u>\$ 96,732</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(482,032)</u>	<u>20,246</u>	<u>(461,786)</u>
		General revenues:					
		Taxes:					
					323,271	-	323,271
					23,649	-	23,649
					10,135	-	10,135
					<u>359,659</u>	<u>-</u>	<u>359,659</u>
					(122,373)	20,246	(102,127)
					<u>(3,929,136)</u>	<u>(143,412)</u>	<u>(4,072,548)</u>
					<u>\$ (4,051,509)</u>	<u>\$ (123,166)</u>	<u>\$ (4,174,675)</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, 2022**

	General	Debt Service	Total Governmental Funds
ASSETS			
Cash and investments - unrestricted	\$ 517,249	\$ -	\$ 517,249
Cash and investments - restricted	-	23,558	23,558
Prepaid expenditures	10,629	-	10,629
Cash with County Treasurer	767	1,138	1,905
Property tax receivable	129,882	198,278	328,160
TOTAL ASSETS	\$ 658,527	\$ 222,974	\$ 881,501
LIABILITIES			
Accounts payable	\$ 842	\$ -	\$ 842
Total liabilities	842	-	842
DEFERRED INFLOWS OF RESOURCES			
Deferred property tax revenue	129,882	198,278	328,160
Total deferred inflows of resources	129,882	198,278	328,160
FUND BALANCES			
Nonspendable			
Prepaid expenditures	10,629	-	10,629
Spendable			
Restricted for emergencies	4,500	-	4,500
Restricted for debt service	-	24,696	24,696
Unassigned	512,674	-	512,674
Total fund balances	527,803	24,696	552,499
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	\$ 658,527	\$ 222,974	

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	2,457,954
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	(13,565)
Unpaid accrued interest payable on general obligation bonds	(846,783)
Developer advances payable and accrued interest thereon	(3,136,614)
Net position of governmental activities	\$ (4,051,509)

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, 2022**

	<u>General</u>	<u>Debt Service</u>	<u>Total Governmental Funds</u>
REVENUES			
Property tax	\$ 130,146	\$ 193,125	\$ 323,271
Specific ownership tax	9,521	14,128	23,649
Net investment income	8,376	1,759	10,135
Other	2,604	-	2,604
Total revenues	<u>150,647</u>	<u>209,012</u>	<u>359,659</u>
EXPENDITURES			
Current			
Management fees	3,270	-	3,270
Accounting	2,118	-	2,118
Audit	-	4,100	4,100
Legal	1,667	-	1,667
Insurance and bonds	8,559	-	8,559
Election	1,099	-	1,099
County Treasurer's fees	1,953	2,897	4,850
Landscape maintenance	15,543	-	15,543
Miscellaneous	2,561	-	2,561
Debt service			
Paying agent fees	-	2,000	2,000
Bond interest	-	198,295	198,295
Total expenditures	<u>36,770</u>	<u>207,292</u>	<u>244,062</u>
NET CHANGE IN FUND BALANCES	113,877	1,720	115,597
FUND BALANCES - BEGINNING OF YEAR	413,926	22,976	436,902
FUND BALANCES - END OF YEAR	<u>\$ 527,803</u>	<u>\$ 24,696</u>	<u>\$ 552,499</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, 2022**

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	\$ 115,597
<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	(80,131)
<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	(106,157)
Change in accrued interest on bonds	(51,682)
	(157,839)
Change in net position - Governmental activities	\$ (122,373)

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, 2022**

	Original and Final Budgeted Amounts	Actual	Variance with Final Budget - Positive (Negative)
REVENUES			
Property tax	\$ 129,966	\$ 130,146	\$ 180
Specific ownership taxes	7,798	9,521	1,723
Net investment income	350	8,376	8,026
Other	-	2,604	2,604
Total revenues	<u>138,114</u>	<u>150,647</u>	<u>12,533</u>
EXPENDITURES			
Management fees	5,500	3,270	2,230
Accounting	3,000	2,118	882
Legal	2,400	1,667	733
Insurance and bonds	9,000	8,559	441
Election	3,000	1,099	1,901
County Treasurer's fees	1,949	1,953	(4)
Landscape maintenance	5,000	15,543	(10,543)
Landscape improvements	12,000	-	12,000
Miscellaneous	3,000	2,481	519
Banking fees	200	80	120
Contingency and emergency reserve	14,143	-	14,143
Total expenditures	<u>59,192</u>	<u>36,770</u>	<u>22,422</u>
NET CHANGE IN FUND BALANCE	78,922	113,877	34,955
FUND BALANCE - BEGINNING OF YEAR	262,270	413,926	151,656
FUND BALANCE - END OF YEAR	<u>\$ 341,192</u>	<u>\$ 527,803</u>	<u>\$ 186,611</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, 2022
(with comparative totals for December 31, 2021)**

	Enterprise Fund	
	2022	2021
ASSETS		
Cash and investments - unrestricted	\$ 91,382	\$ 80,058
Accounts receivable - customers	11,338	10,400
Capital assets, net	8,889	-
Total assets	<u>111,609</u>	<u>90,458</u>
LIABILITIES		
Accounts payable	5,066	12,192
Noncurrent liabilities		
Due in more than one year	229,709	221,678
Total liabilities	<u>234,775</u>	<u>233,870</u>
NET POSITION		
Investment in capital assets	8,889	-
Unrestricted	(132,055)	(143,412)
Total net position	<u>\$ (123,166)</u>	<u>\$ (143,412)</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, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUND
Year Ended December 31, 2022
(with comparative totals for December 31, 2021)

	Enterprise Fund	
	2022	2021
OPERATING REVENUES		
Water charges	\$ 96,732	\$ 96,047
Other income	-	351
Total operating revenues	<u>96,732</u>	<u>96,398</u>
OPERATING EXPENDITURES		
Management	3,270	3,687
Accounting	2,118	2,350
Billing	8,576	8,640
Landscape design review	7	-
Operations	19,605	24,162
Generator preventative maintenance	2,300	5,939
Repairs and maintenance	-	7,666
Hydrant repair	-	2,200
Meter install and inspection	-	3,192
Testing	4,839	2,020
Chemicals and supplies	1,711	2,354
Utilities	25,387	26,684
Miscellaneous	338	134
Depreciation	304	-
Total operating expenses	<u>68,455</u>	<u>89,028</u>
OPERATING INCOME	<u>28,277</u>	<u>7,370</u>
NONOPERATING REVENUES (EXPENSES)		
Interest expense	(8,031)	(8,031)
Total nonoperating revenues (expenses)	<u>(8,031)</u>	<u>(8,031)</u>
CHANGES IN NET POSITION	20,246	(661)
NET POSITION - BEGINNING OF YEAR	(143,412)	(142,751)
NET POSITION - END OF YEAR	<u>\$ (123,166)</u>	<u>\$ (143,412)</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, 2022
(with comparative totals for December 31, 2021)**

	Enterprise Fund	
	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	\$ 104,987	\$ 95,530
Payments to suppliers	(84,470)	(85,969)
Net cash provided by operating activities	20,517	9,561
CASH FLOWS FROM FINANCING ACTIVITIES		
Capital outlay	(9,193)	-
Net cash required by capital financing activities	(9,193)	-
NET INCREASE IN CASH AND CASH EQUIVALENTS	11,324	9,561
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	80,058	70,497
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 91,382	\$ 80,058
Reconciliation of operating income to net cash provided by operating activities		
Operating income	\$ 28,277	\$ 7,370
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	304	-
(Increase) decrease in accounts receivable	(938)	(868)
Increase (decrease) in accounts payable	(7,126)	3,059
Net cash provided by operating activities	\$ 20,517	\$ 9,561

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, 2022**

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, 2022

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, 2022**

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.

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.

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

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022**

an initial, individual cost of more than \$5,000. Such assets are recorded at historical cost. Donated capital assets are recorded at acquisition 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
Equipment	15 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.

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

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022**

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, 2021, from which the summarized information was derived.

NOTE 3 - CASH AND INVESTMENTS

Cash and investments as of December 31, 2022 are classified in the accompanying statement of net position as follows:

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022**

Cash and investments - unrestricted	\$ 608,631
Cash and investments - restricted	23,558
	\$ 632,189

Cash and investments as of December 31, 2022 consist of the following:

Deposits with financial institutions	\$ 113,908
Investments	518,281
	\$ 632,189

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, 2022, the District's cash deposits had a bank balance of \$114,139 and carrying balance of \$113,908.

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

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022**

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, 2022, 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>\$ 518,281</u>

CSAFE

During 2022, 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.

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.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 4 - CAPITAL ASSETS

An analysis of the changes in property for the period ended December 31, 2022 follows:

	Balance at December 31, 2021	Increases	Decreases	Balance at December 31, 2022
<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	(472,214)	(35,200)	-	(507,414)
Pump station	(593,884)	(44,931)	-	(638,815)
Irrigation and fencing	(16,652)	-	-	(16,652)
Total accumulated depreciation	<u>(1,082,750)</u>	<u>(80,131)</u>	<u>-</u>	<u>(1,162,881)</u>
Total capital assets being depreciated, net	<u>1,817,197</u>	<u>(80,131)</u>	<u>-</u>	<u>1,737,066</u>
 Total capital assets, net	 <u>\$ 2,538,085</u>	 <u>\$ (80,131)</u>	 <u>\$ -</u>	 <u>\$ 2,457,954</u>
	Balance at December 31, 2021	Increases	Decreases	Balance at December 31, 2022
<u>Business-Type Activities</u>				
Capital assets, being depreciated:				
Equipment	\$ -	\$ 9,193	\$ -	\$ 9,193
Total capital assets, being depreciated	<u>-</u>	<u>9,193</u>	<u>-</u>	<u>9,193</u>
Less accumulated depreciation for:				
Equipment	-	(304)	-	(304)
Total accumulated depreciation	<u>-</u>	<u>(304)</u>	<u>-</u>	<u>(304)</u>
Total capital assets being depreciated, net	<u>-</u>	<u>8,889</u>	<u>-</u>	<u>8,889</u>
 Total capital assets, net	 <u>\$ -</u>	 <u>\$ 8,889</u>	 <u>\$ -</u>	 <u>\$ 8,889</u>

Total depreciation expense for the water system, pump station, irrigation and fencing was charged to the general government function of the District in the amount of \$80,131 for the year ended December 31, 2022.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022**

Total depreciation expense for the business-type activities has been charged to the water operations function in the amount of \$304 for the year ended December 31, 2022.

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, 2022.

	Balance at December 31, 2021	New Issues/ Additions	Retirements	Balance at December 31, 2022	Due Within One Year
<u>Governmental</u>					
Series 2005 G.O. Bonds	\$ 3,065,000	\$ -	\$ -	\$ 3,065,000	\$ 670,000
Unpaid interest on Bonds	794,541	52,242	-	846,783	-
Developer advances:					
Operations	365,068	-	-	365,068	-
Capital	1,151,454	-	-	1,151,454	-
Accrued interest on					
Developer advances:					
Operations	390,389	25,555	-	415,944	-
Capital	1,123,546	80,602	-	1,204,148	-
	<u>6,889,998</u>	<u>158,399</u>	<u>-</u>	<u>7,048,397</u>	<u>670,000</u>
<u>Business-type</u>					
Developer advances:					
Enterprise operations	114,731	-	-	114,731	-
Accrued interest on					
Developer advances:					
Enterprise operations	106,947	8,031	-	114,978	-
	<u>221,678</u>	<u>8,031</u>	<u>-</u>	<u>229,709</u>	<u>-</u>
Total district obligations	<u>\$ 7,111,676</u>	<u>\$ 166,430</u>	<u>\$ -</u>	<u>\$ 7,278,106</u>	<u>\$ 670,000</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.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022**

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.

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 65.827, 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 65.827 for collection in 2023.

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, December 1, 2019 and December 1, 2020 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 did not have sufficient funds available to make the December 1, 2021 and December 31, 2022 scheduled 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 payment in full which resulted in a shortfall.

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, 2022, the District had unpaid accrued interest of \$846,783.

The District's bonds scheduled maturities are as follows:

Year Ending December 31,	Principal	Interest	Total
2023	\$ 670,000	* \$ 162,775	* \$ 832,775
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
2028-2032	1,010,000	471,575	1,481,575
2033-2035	815,000	108,550	923,550
	<u>\$ 3,065,000</u>	<u>\$ 1,313,530</u>	<u>\$ 4,378,530</u>

* - includes unpaid principal from prior years.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022**

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, 2022, 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, 2022
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, 2022**

There were no advances from Quebec during 2022. The total balance due Quebec, under the Advance and Reimbursement Agreement at December 31, 2022 is \$1,516,522 in principal plus accrued interest of \$1,620,092.

NOTE 6 – FUND EQUITY

At December 31, 2022, the District reported the following classifications of fund equity.

Nonspendable Fund Balance

The nonspendable fund balance in the General Fund in the amount of \$10,629 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 \$4,500 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 \$24,696 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, 2022, the District reported a total of \$(1,749,611) net investment in capital assets as follows:

Governmental Activities - net investment in capital assets:

Capital assets, net	\$ 2,457,954
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	\$ (1,758,500)

Business-Type Activities - net investment in capital assets:

Capital assets, net	\$ 8,889
Net investment in capital assets	\$ 8,889

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

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022**

District's restricted net position at December 31, 2022 is \$4,500 as required by Article X, Section 20 of the Constitution of the State of Colorado (see Note 10).

The District's unrestricted net position at December 31, 2022 totaled \$(2,429,564). 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, \$2,780,118 of interest accrued at 10%, per the agreement, was added to the amounts due for a total of \$5,367,368 at December 31, 2022. An allowance for doubtful accounts has been established in the amount of \$5,367,368. Therefore, the net receivable at December 31, 2022 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, 2022. 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.

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022**

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.

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 6/8/2023

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
DEBT SERVICE FUND
Year Ended December 31, 2022**

	Original and Final Budgeted Amounts	Actual	Variance with Final Budget - Positive (Negative)
REVENUES			
Property taxes	\$ 192,857	\$ 193,125	\$ 268
Specific ownership taxes	12,000	14,128	2,128
Net investment income	20	1,759	1,739
Total revenues	<u>204,877</u>	<u>209,012</u>	<u>4,135</u>
EXPENDITURES			
Audit	4,500	4,100	400
County treasurer's fees	2,893	2,897	(4)
Paying agent fees	2,000	2,000	-
Bond interest	200,000	198,295	1,705
Contingency	-	-	-
Total expenditures	<u>209,393</u>	<u>207,292</u>	<u>2,101</u>
NET CHANGE IN FUND BALANCE	(4,516)	1,720	6,236
FUND BALANCE - BEGINNING OF YEAR	<u>18,544</u>	<u>22,976</u>	<u>4,432</u>
FUND BALANCE - END OF YEAR	<u>\$ 14,028</u>	<u>\$ 24,696</u>	<u>\$ 10,668</u>

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUNDS AVAILABLE - BUDGET AND ACTUAL
ENTERPRISE FUND
Year Ended December 31, 2022**

	Original and Final Budgeted Amounts	Actual	Variance with Final Budget - Positive (Negative)
REVENUES			
Water charges	\$ 75,000	\$ 96,732	\$ 21,732
Transfers from other funds	50,000	-	(50,000)
Total revenues	<u>125,000</u>	<u>96,732</u>	<u>(28,268)</u>
EXPENDITURES			
Management	4,500	3,270	1,230
Accounting	4,000	2,118	1,882
Billing	7,000	8,576	(1,576)
Landscape design review	-	7	(7)
Operations	27,500	19,605	7,895
Generator preventive maintenance	5,000	2,300	2,700
Repairs and maintenance	1,500	-	1,500
Testing	3,500	4,839	(1,339)
Chemicals and supplies	5,650	1,711	3,939
Utilities	21,000	25,387	(4,387)
Fuel generator	800	-	800
Locates	-	80	(80)
Miscellaneous	1,200	258	942
Capital equipment replacement and repairs	30,000	9,193	20,807
Contingency	25,000	-	25,000
Total expenditures	<u>136,650</u>	<u>77,344</u>	<u>59,306</u>
NET CHANGE IN FUNDS AVAILABLE	(11,650)	19,388	31,038
FUNDS AVAILABLE - BEGINNING OF YEAR	205,184	78,266	(126,918)
FUNDS AVAILABLE - END OF YEAR	<u>\$ 193,534</u>	<u>\$ 97,654</u>	<u>\$ (95,880)</u>

Funds available is computed as follows:

Current assets	\$ 102,720
Current liabilities	(5,066)
	<u>\$ 97,654</u>

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

Net change in funds available - budgetary basis	\$ 19,388
Change in interest on long term obligations	(8,031)
Depreciation	(304)
Capital outlay	<u>9,193</u>
Change in net position per Statement of Revenues, Expenses and Changes in Fund Net Position	<u>\$ 20,246</u>

OTHER INFORMATION

DRAFT 6/8/2023

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
SUMMARY OF ASSESSED VALUATION , MILL LEVY
AND PROPERTY TAXES COLLECTED
Year Ended December 31, 2022**

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%
2021	\$ 3,083,870	43.120	63.986	107.106	\$ 330,301	\$ 329,850	99.9%
2022	\$ 3,014,050	43.269 (b)	63.986	107.255	\$ 323,272	\$ 323,271	100.0%
Estimated for year ending December 31, 2023	\$ 3,012,110	43.120	65.827	108.947	\$ 328,160		

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.

(b) - includes 0.149 mill levy for refunds and abatements

**RIVERDALE PEAKS II METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
December 31, 2022**

**\$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>
2023	* \$ 670,000	\$ 162,775	\$ 832,775
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>\$ 1,313,530</u>	<u>\$ 4,378,530</u>


* includes \$555,000 of unpaid principal due on December 1, 2015 , December 1, 2016, December 1, 2017, December 1, 2018, December 1, 2019, December 1, 2020, December 1, 2020, and December 1, 2022 and \$846,783 of unpaid interest.

CHANGE ORDER

Change Order No: 1	Date Issued: March 10, 2023
Name of Agreement: Service Agreement for Landscape Maintenance Services	
Date of Agreement: January 1, 2023	District(s): Riverdale Peaks II Metropolitan District
Other Party/Parties: Neighborhood Lawn Care, Inc.	

<p>CHANGE IN SCOPE OF SERVICES (describe):</p> <p style="text-align: center; margin-top: 20px;">Detention Pond Maintenance, as per Attached Proposal</p>

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ 5,967.24	Original Term: Expires _____, 20__
Increase of this Change Order: \$ 6,300.00	New Term: Expires _____, 20__
Price with all Approved Change Orders: \$ 12,267.24	Agreement Time with all Approved Change Orders:

APPROVED:	
By: 	
District	

APPROVED:	
By: <i>Hector Alderete</i>	
Consultant	



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

Enhancement Proposal for
Riverdale Peaks
Mowing the cattails areas
2023

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

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

Scope of the work

- | | |
|------------------------|----------|
| • First mowing/cleanup | 2,250.00 |
| • June cleanup | 1,350.00 |
| • August cleanup | 1,350.00 |
| • October cleanup | 1,350.00 |



Neighborhood Lawn Care
Hector Alderete 303-917-1296



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

STIPULATIONS:

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

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

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

Client approval:

By: _____

Title: _____

Date Signed: _____

Neighborhood Lawn Care
Hector Alderete 303-917-1296

Title	Riverdale Peaks II Detention Pond Maintenance Change Order
File name	Change Order #1 -...ICE AGREEMENT.pdf
Document ID	4339d8f5ec792cd0482688ebf1b0b60e6a294fea
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

03 / 10 / 2023

16:12:44 UTC

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



VIEWED

03 / 10 / 2023

23:34:07 UTC

Viewed by Hector Alderete (halderete@nlawncare.com)
IP: 172.58.13.32



SIGNED

03 / 11 / 2023

01:27:59 UTC

Signed by Hector Alderete (halderete@nlawncare.com)
IP: 174.128.180.233



VIEWED

03 / 13 / 2023

16:52:53 UTC

Viewed by Annette Peters (lakefreaks4@gmail.com)
IP: 172.58.8.213



SIGNED

03 / 13 / 2023

16:53:12 UTC

Signed by Annette Peters (lakefreaks4@gmail.com)
IP: 172.58.8.213



COMPLETED

03 / 13 / 2023

16:53:12 UTC

The document has been completed.

**SERVICE AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES**

THIS SERVICE AGREEMENT FOR LANDSCAPE MAINTENANCE (“Agreement”) is entered into and effective as of the 1st day of January, 2023, 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.

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.

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.

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 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 1.5, 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 1.5. 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 with a total amount not to exceed \$5,967.24 on a time and materials basis, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit B** ("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 date satisfactory completion of the Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination.

(a) 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.

(b) Notwithstanding any provision herein to the contrary, the Agreement shall terminate automatically and be of no further force or effect upon the occurrence of (a) the Consultant's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; or (b) administrative dissolution (or other legal process not initiated by the Consultant dissolving the Consultant as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process.

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 FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Metropolitan District
141 S. Union Blvd., #150
Lakewood, CO 80228
Phone: 303.987.0835
Email: dsolin@sdmsi.com
Attn: David Solin

With a Copy To: McGeedy Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Phone: 303 592.4380
Email: legalnotices@specialdistrictlaw.com

To Consultant: Neighborhood Lawn Care Inc.
P.O. Box 29366
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 FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email 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: President

STATE OF COLORADO)

COUNTY OF Adams) ss.

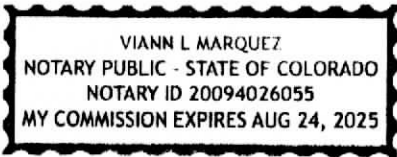
The foregoing instrument was acknowledged before me this 24 day of February 2023, by Hector Alderete, as President of Neighborhood Lawn Care Inc.

Witness my hand and official seal.

My commission expires: 8/24/2025

Viann Marquez

Notary Public



District:

RIVERDALE PEAKS II
METROPOLITAN DISTRICT

By: _____

President

STATE OF COLORADO)

COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____, as _____ of Riverdale Peaks II Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[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: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
**RIVERDALE PEAKS II
METROPOLITAN DISTRICT**
By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 26 day of April, 2023, by Annette Peters as President of Riverdale Peaks II Metropolitan District.

Witness my hand and official seal.

My commission expires: 11-3-2026

MEGAN STOKES
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20164047736
My Commission Expires 11/3/2026

Megan Stokes
Notary Public

EXHIBIT A
SCOPE OF SERVICES/COMPENSATION

SEARCHED
SERIALIZED
INDEXED
FILED

EXHIBIT A
SCOPE OF SERVICES/COMPENSATION



Neighborhood Lawn Care, INC

PO Box 29366

Thornton, CO 80229

halderete@nlawncares.com

303-917-1296: Phone

Landscape Maintenance Specifications For RIVERDALE PEAKS II

Exhibit A

DATE : 2023

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@nlawn care.com
 303-917-1296: Phone

FREQUENCY OF SERVICES
 For
 Riverdale Peaks II

Exhibit B

Date: 2023	
	ConstantCare™ Service 12 – months
Turf Areas:	
Mowing	*
Trimming	*
Edging	*
Fertilization	*
Broadleaf Weed Control	*
Rockbed Pre-emergent	1
Aeration	*
Remove Excess Clippings	*
Insect and Disease Control	*
Plant Material:	
Shrub & Perennial Pruning	3
Safety Tree up to 10-12 feet Pruning	1
Cut Back Orn. Grasses & Perennials	1
Fertilization	*
Weed Control	52
Protective Tree Wrapping	*
Insect and Disease Control	*
Mulching of Bed Areas	*
Removal of dead shrub material through out season	0
Irrigation Systems:	
Activation of System	1
Weekly Management	30-34
Winterization of Systems	1
Miscellaneous Services:	
Supervision/Quality Control	52
Debris and Litter Removal	52
Leaf/Needle Removal	As Needed
Moisture Monitoring	52
Winter Water	*

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



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

Contractual Agreement
Landscape Maintenance Services
For
Riverdale Peaks II

Exhibit C

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

Contract Option Plan:

CONSTANT CARE CONTRACT OPTION

12 – month contract	\$	<u>497.27</u>	Per Month	\$	<u>5,967.24</u>	/year	Initial	_____
Any 12 months			Specify Start Date:		<u>January 1st 2023 through December 31st 2023</u>			

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

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

Client Information:

Steve Beck
District Manager
sbeck@sdmsi.com

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@nlawn care.com
303-917-1296: Phone

ACCEPTANCE

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

Client,

Steve Beck

As Managing Agent For:

Riverdale Peaks II

Contractor

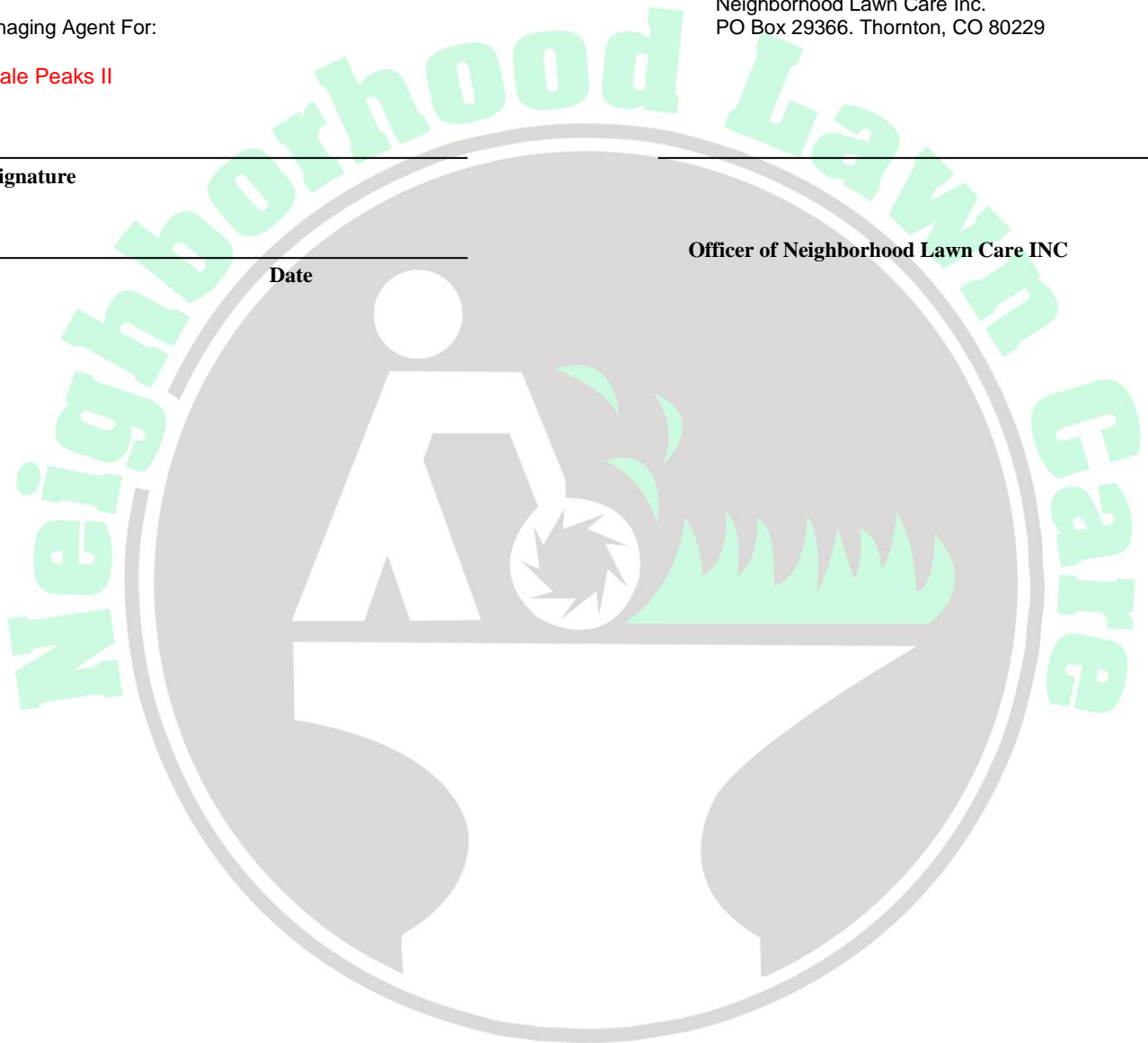
Neighborhood Lawn Care Inc.
PO Box 29366. Thornton, CO 80229

Client Signature

Title

Date

Officer of Neighborhood Lawn Care INC





Neighborhood Lawn Care, INC

PO Box 29366

Thornton, CO 80229

halderete@nlawncares.com

303-917-1296: Phone

General Terms and Conditions

Exhibit D

Date: 2023

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 METROPOLITAN DISTRICT**.

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.

Surcharges: Pricing is based on the current market for materials and consumables. Increases in costs of materials or consumables that exceed 10% may result in surcharges applying to work. Because of the volatile nature of petroleum and the cost of fuel, it may be necessary during this contract to impose a fuel surcharge. If the cost of fuel (regular unleaded) exceeds \$4.00 a gallon in the Denver Metro area, a 2 % surcharge will be applied to all invoices.

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 value 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 liquidated 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.

Your signature on page 4 will act as your authorization and acceptance of this contract and its Terms and Conditions. Signed contracts sent via email shall be deemed legally binding.

EXHIBIT B
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



Riverdale Peaks II Monthly Activities Report March 2023

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.

3/1/23: Completed routine visit. Completed generator checks. Completed general grounds cleaning.

3/7/23: Completed routine visit. Collected Fluoride, VOC, and SOC samples.

3/15/23: Completed routine visit. Completed monthly compliance Bac-T sampling and delivered to the lab.

3/21/23: Completed routine visit.

3/31/23: Completed routine visit.

Riverdale Peaks II Data Table

March	2023		2022	
Well “A” Production (LFH)	242,194 gallons	0.71 ac ft	240,088 gallons	0.66 ac ft
Daily Average Well “A” Production	7,813 gallons	0.03 ac ft	7,745 gallons	0.02 ac ft
Year-To-Date Gallons	719,861 gallons	2.21 ac ft	724,636 gallons	2.22 ac ft
Allotment Remaining of Maximum Use – 32.3 ac ft	9,804,857 gallons	30.09 ac ft	9,801,598 gallons	30.08 ac ft
Well “B” Production (ARP)	0 gallons	0 ac ft	0 gallons	0 ac ft
Daily Average Well “B” Production	0 gallons	0 ac ft	0 gallons	0 ac ft
Year-To-Date Gallons	0 gallons	0 ac ft	0 gallons	0 ac ft
Allotment Remaining of Maximum Use – 10.3 ac ft		10.3 ac ft		10.3 ac ft
Distribution Production	199,950 gallons	0.66 ac ft	197,800 gallons	0.60 ac ft
Daily Average Distribution Production	6,450 gallons	0.02 ac ft	6,381 gallons	0.02 ac ft
Irrigation Production	0 gallons	0 ac ft	52 gallons	0 ac ft
Daily Average Irrigation Production	0 gallons	0 ac ft	1.6 gallons	0 ac ft



**Riverdale Peaks II
 Monthly Activities Report
 April 2023**

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.

4/4/23: Completed routine visit. Completed work order for chlorine injection quill cleaning. Completed generator checks. Completed general grounds cleaning.

4/11/23: Completed routine visit. Checked generator settings due to an alarm for low coolant, acknowledged alarm. Completed monthly compliance Bac-T sampling and delivered to the lab.

4/14/23: Received alarm for low coolant level. Contacted Generator Source to troubleshoot and repair. Onsite to confirm work was completed to prevent future alarms.

4/20/23: Completed routine visit. Submitted work order request for ESD to troubleshoot internal alarm on VFD Pump #2 for low battery on clock. Completed work order for chlorine analyzer and cleaned injections quill.

4/25/23: Completed routine visit.

Riverdale Peaks II Data Table

April	2023		2022	
Well "A" Production (LFH)	254,858 gallons	0.78 ac ft	475,199 gallons	0.66 ac ft
Daily Average Well "A" Production	8,495 gallons	0.03 ac ft	15,840 gallons	0.02 ac ft
Year-To-Date Gallons	974,719 gallons	2.99 ac ft	1,199,835 gallons	3.68 ac ft
Allotment Remaining of Maximum Use – 32.3 ac ft	9,555,801 gallons	29.31 ac ft	9,329,965 gallons	28.61 ac ft
Well "B" Production (ARP)	0 gallons	0 ac ft	0 gallons	0 ac ft
Daily Average Well "B" Production	0 gallons	0 ac ft	0 gallons	0 ac ft
Year-To-Date Gallons	0 gallons	0 ac ft	0 gallons	0 ac ft
Allotment Remaining of Maximum Use – 10.3 ac ft		10.3 ac ft		10.3 ac ft
Distribution Production	230,621 gallons	0.71 ac ft	234,425 gallons	0.72 ac ft
Daily Average Distribution Production	7,687 gallons	0.02 ac ft	7,814 gallons	0.02 ac ft
Irrigation Production	0 gallons	0 ac ft	155,075 gallons	0.48 ac ft
Daily Average Irrigation Production	0 gallons	0 ac ft	5,167 gallons	0.02 ac ft



Ramey Environmental Compliance, Inc.
Management and Operation Solutions for
Water and Wastewater Treatment
303-833-5505


PO Box 99, Firestone, Colorado 80520
email: contact.us@RECinc.net
www.RECinc.net

CHANGE ORDER

Change Order No: 2	Date Issued: March 22, 2023
Name of Agreement: Service Agreement for Landscape Maintenance Services	
Date of Agreement: January 1, 2023	District(s): Riverdale Peaks II Metropolitan District
Other Party/Parties: Neighborhood Lawn Care, Inc.	

<p>CHANGE IN SCOPE OF SERVICES (describe):</p> <p style="text-align: center; margin-top: 50px;">Valve Repair, as per Attached Proposal #397, Dated March 6, 2023</p>

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ 5,967.24	Original Term: Expires _____, 20__
Increase of this Change Order: \$465.00 (NTE)	New Term: Expires _____, 20__
Price with all Approved Change Orders: \$ 12,732.24	Agreement Time with all Approved Change Orders:

APPROVED:	
By: 	
District	

APPROVED:	
By: <i>Hector Alderete</i>	
Consultant	

Neighborhood Lawn Care Inc

PO Box 29366
Thornton CO.80229

Phone # 303-917-1296 accounting@nlawnca.com

Estimate

Date	Estimate #
3/6/2023	397

Name / Address
Riverdale Peaks II Metropolitan District David Solin 141 Union Blvd. Suite 150 Lakewood, CO 80228

			Project
Description	Qty/Hr.	Rate	Total
To change out ball valves on water meter. Recommendation is to switch out both of them. Crew might not be able to reach meter with out digging. Prices below will reflect with or without digging.			
Not to dig:			
TECH LABOR	3	75.00	225.00
Brass Ball Valve 3/4 inch	2	35.00	70.00
Miscellaneous		20.00	20.00
Flat Fee for Side Materials			
With digging:			
TECH LABOR	5	75.00	375.00
Brass Ball Valve 3/4 inch	2	35.00	70.00
Miscellaneous		20.00	20.00
Flat Fee for Side Materials			
		Total	\$780.00

Title	Riverdale Peaks II - Change Order #2 - Valve Repair
File name	Change Order #2 (...ICE AGREEMENT).pdf
Document ID	132d5848bcc04d741654cb5f94c048e0b942878c
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

03 / 22 / 2023

20:58:02 UTC

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



VIEWED

03 / 22 / 2023

23:42:08 UTC

Viewed by Hector Alderete (halderete@nlawncare.com)
IP: 172.58.13.232



SIGNED

03 / 23 / 2023

02:17:49 UTC

Signed by Hector Alderete (halderete@nlawncare.com)
IP: 172.58.60.118



VIEWED

03 / 28 / 2023

22:26:05 UTC

Viewed by Annette Peters (lakefreaks4@gmail.com)
IP: 73.78.227.101



SIGNED

03 / 28 / 2023

22:26:24 UTC

Signed by Annette Peters (lakefreaks4@gmail.com)
IP: 73.78.227.101



COMPLETED

03 / 28 / 2023

22:26:24 UTC

The document has been completed.

CHANGE ORDER

Change Order No: 1	Date Issued: March 14, 2023
Name of Agreement: Service Agreement for Operator Services	
Date of Agreement: January 1, 2023	District(s): Riverdale Peaks II Metropolitan District
Other Party/Parties: Ramey Environmental Compliance, Inc.	

<p>CHANGE IN SCOPE OF SERVICES (describe):</p> <p style="text-align: center; margin-top: 20px;">As Per Attached Proposal (ESD-6842) Dated January 20, 2023.</p>
--

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ 20,016.00	Original Term: Expires _____, 20__
Increase of this Change Order: \$ 1,450.00	New Term: Expires _____, 20__
Price with all Approved Change Orders: \$ 21,466.00	Agreement Time with all Approved Change Orders:

APPROVED:	
By:	
	District

APPROVED:	
By:	Linda Ramey
	Consultant



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

Estimate: ESD-6842

DATE: 1/20/2023

****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.:	
------------------	--

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

EQUIPMENT SERVICES DIVISION (ESD) PROJECT			
DESCRIPTION	QTY	COST	TOTAL
Riverdale Peaks II MD - Booster Station Pump PM's 2023 (Twice a Year)	2	725.00	1,450.00
Booster Pump, Motor, and VFD #1			
Booster Pump, Motor, and VFD #2			
Booster Pump, Motor, and VFD #3			
Booster Pump, Motor, and VFD #4			
Recirc Pump, Motor, and VFD			
Perform Preventative Maintenance for the above equipment:			
-Test run equipment			
-Check for vibrations			
-Check Motor Temp			
-Grease Motor			
-Test run system to verify proper operation			
-Inspect and Clean Level Transducers			

Limited to Manufacturer Warranty on parts
 Limited 90 day Warranty on Labor - REC Equipment Services Only
 All Labor Warranty is void if serviced by another vendor
 Due to supply chain issues, material and shipping charges are subject to change at the time of delivery. This is unfortunately out of our control

TOTAL: \$1,450.00

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

_____ Authorized Signature	_____ Date
--------------------------------------	----------------------

Title	Riverdale Peaks II Annual PM
File name	CO#1 from 2023 OP...T (Annual PM).pdf
Document ID	693fcd374e533995e765f688bd5af667fd0ac9fd
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

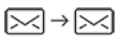


SENT

03 / 14 / 2023

21:45:58 UTC

Sent for signature to Annette Peters (lakefreaks4@gmail.com) and Linda Ramey (lramey@recinc.net) from dsolin@sdmsi.com
IP: 50.78.200.153


 EMAIL
CHANGED

03 / 14 / 2023

21:48:09 UTC

lramey@recinc.net was changed to lindar@recinc.net after requester reassignment.
IP: 50.78.200.153



VIEWED

03 / 16 / 2023

19:55:46 UTC

Viewed by Linda Ramey (lindar@recinc.net)
IP: 50.234.217.82



SIGNED

03 / 16 / 2023

19:56:39 UTC

Signed by Linda Ramey (lindar@recinc.net)
IP: 50.234.217.82



VIEWED

03 / 28 / 2023

22:31:34 UTC

Viewed by Annette Peters (lakefreaks4@gmail.com)
IP: 73.78.227.101

Title	Riverdale Peaks II Annual PM
File name	CO#1 from 2023 OP...T (Annual PM).pdf
Document ID	693fcd374e533995e765f688bd5af667fd0ac9fd
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



03 / 28 / 2023
22:31:48 UTC

Signed by Annette Peters (lakefreaks4@gmail.com)
IP: 73.78.227.101



COMPLETED

03 / 28 / 2023
22:31:48 UTC

The document has been completed.

SERVICE AGREEMENT FOR OPERATOR SERVICES

THIS SERVICE AGREEMENT FOR OPERATOR SERVICES (“Agreement”) is entered into and effective as of the 1st day of January, 2023, by and between **RIVERDALE PEAKS II METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **RAMEY ENVIRONMENTAL COMPLIANCE, 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.

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.

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.

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 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 1.5, 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 1.5. 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 with a total amount not to exceed \$1,668.00 per month, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit B** ("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 date satisfactory completion of the Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination.

(a) 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.

(b) Notwithstanding any provision herein to the contrary, the Agreement shall terminate automatically and be of no further force or effect upon the occurrence of (a) the Consultant's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; or (b) administrative dissolution (or other legal process not initiated by the Consultant dissolving the Consultant as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process.

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 FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Riverdale Peaks II Metropolitan District
141 S. Union Blvd., #150
Lakewood, CO 80228
Phone: 303.987.0835
Email: dsolin@sdmsi.com
Attn: David Solin

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Phone: 303 592.4380
Email: legalnotices@specialdistrictlaw.com

To Consultant: Ramey Environmental Compliance, Inc.
P.O. Box 99
Firestone, CO 80520
Phone: 303.833.5505
Email: lindar@recinc.net
Attn: Linda Ramey

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email 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.

MARISOL HERMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224041415
MY COMMISSION EXPIRES OCTOBER 27, 2026

Consultant:
RAMEY ENVIRONMENTAL
COMPLIANCE, INC.

By: [Signature]
Its: [Signature]

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 15 day of March, 2023, by Linda Ramey, as Sec/Treas of Ramey Environmental.

Witness my hand and official seal.

My commission expires: October 27 2026

[Signature]

Notary Public

District:
RIVERDALE PEAKS II
METROPOLITAN DISTRICT

By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, as _____ of Riverdale Peaks II Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
GENERATOR SOURCE LLC
By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
RIVERDALE PEAKS II METROPOLITAN DISTRICT
By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 26 day of April, 2023, by Annette Peters, as President of Riverdale Peaks II Metropolitan District.

Witness my hand and official seal.

My commission expires: 11-3-2026

MEGAN STOKES
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20164047736
My Commission Expires 11/3/2026

Megan Stokes
Notary Public

EXHIBIT A
SCOPE OF SERVICES/COMPENSATION

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EDMUND NADEEM

EXHIBIT A
SCOPE OF SERVICES/COMPENSATION



Ramey Environmental Compliance, Inc.
Management and Operation Solutions for
Water and Wastewater Treatment
303-833-5505

PO Box 99, Firestone, Colorado 80520
email: contact.us@RECinc.net
www.RECinc.net

OPERATIONAL CONTRACT FOR “Riverdale Peaks II”

This “OPERATIONAL CONTRACT” is made this ___ day of ___, 2023, between the **Riverdale Peaks II** (“RIVERDALE”), a Colorado municipal corporation, and **Ramey Environmental Compliance, Inc.** (“REC”).

RECITALS

A. “RIVERDALE” desires to engage “REC” to provide, and “REC” desires to provide, routine operational services for the “RIVERDALE” Water & Wastewater Facilities located at the well sites and Wastewater Treatment Plant sites of “RIVERDALE”.

B. “REC” is a certified operator licensed to operate said facilities as required by the State of Colorado. “REC” has acquired all the necessary State of Colorado permits to operate said facilities.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES BETWEEN THE ABOVE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES

1.1 “REC” agrees to perform the following operational and related services for “RIVERDALE” Water and Wastewater Facilities:

A. Duties of REC, Inc. REC shall assume the routine operational responsibilities, which shall include, but not limited to, the following:

- a. Perform a service call to the water/wastewater plant 1 time(s) per week. Assist “RIVERDALE” in maintaining proper plant operation, and management duties. Review flow sheets with “RIVERDALE” maintenance staff.
- b. Notify “RIVERDALE” of any equipment repairs, non-routine plant maintenance or chemicals needed.
- c. Irrigation Deliver System – April through October
 - REC, Inc. will assist the landscaping company in starting up the irrigation system in April and shutting down the system in October. REC, Inc. will also have the irrigation delivery system backflow device tested annually. The services described here will be billed on a time and materials basis.
- d. REC will provide emergency call out service as needed.

- e. REC will procure all materials, supplies and outside services to carry out our duties and provide to "RIVERDALE" at 20% over invoice.
- f. Collect and deliver scheduled water samples to certified lab as required by the State of Colorado at such times as are required by the State. REC shall bill any fees related thereto to "RIVERDALE". This does not include handling time of sensitive samples. A \$75.00/hour service charge will be billed for these very infrequent tests.
- g. Equipment Services rates are separate from the operational contract and operational services and are in concordance with a provide quote.

****All fees are estimated prior to services being performed. Some rates may change in contingency with quoted projects****

1.2 No Power to Act. Except as specifically provided herein or as otherwise agreed in writing between the parties, "REC" shall have no authority, right, power or ability to create any contract or obligation on the part of "RIVERDALE" without "RIVERDALE's" written approval, nor shall "REC" hold itself out as having any such authority, right, power or ability.

1.3 Repair of System. "REC" shall not be responsible for the repair of the water or wastewater system equipment. Any failure of the water and/or wastewater system equipment, which "REC" becomes aware of through routine checks, shall be reported to "RIVERDALE" and "REC" responsibility for said failure shall end.

1.4 Time and Attention. "REC" shall devote such time and attention as shall be required for the competent completion of the requirements of this contract.

1.5 Costs. "REC" shall procure all materials, supplies and outside services necessary to carry out its duties under this Contract and the costs thereof which are incurred for work under this Contract shall be paid by "RIVERDALE" plus markup for process and handling. Shipping will be invoiced separately at original cost. Outside services include, but are not limited to, supplies, materials and outside services ("Costs") shall be supplied to "RIVERDALE" on a monthly basis.

2. COMPENSATION

2.1 Payment. The duties performed under this Operational Contract shall be in consideration of the sum of \$1,668.60 per month. Plus, vehicle surcharge of 5% of the monthly base rate. These charges are to help cover any increase in insurance, maintenance of our fleet. Such amount shall be invoiced monthly, following monthly service and shall be due net ten days from date of invoice. Any after hour emergency calls will be charge a separate hourly rate as well as any additional services required. All emergency calls have a two-hour minimum. Manager/Lead Operator will be available for additional hours if unforeseen events require their participation. In the event, those additional hours are required to maintain compliance, "REC" will bill "RIVERDALE".

2.2 Payment for Additional Duties. In the event that additional duties are required of “REC” in the routine maintenance of the system, such as are not covered under this Contract, “REC” shall be reimbursed at our billable rate per hour for said additional work. Except in the case of emergency, “REC” shall notify “RIVERDALE” in **advance** of any additional work that is required to be performed and shall obtain “RIVERDALE” written approval of said additional work prior to commencement of additional work.

2.3 Mileage Reimbursement. In the event that other driving is required of “REC” in the performance of its duties (excluding driving to and from the water & wastewater facilities sites for normal duties under this Contract) “RIVERDALE” shall pay mileage to “REC” at the prevailing Internal Revenue rate for the current year. Billing for mileage shall be made to “RIVERDALE” on a monthly basis.

2.4 Employees of “REC” “RIVERDALE” agrees that “REC” may use its employees for the performance of the terms of this Contract. Compensation of such employees shall be at “REC” sole expense.

2.5 Independent Contractor Status. It is understood and agreed by both parties hereto that “REC” is in fact an Independent Contractor providing only the services of an Independent Contractor on a contract basis, not as an employee. “RIVERDALE” shall not be liable for any actions, negligence or inaction on the part of “REC” **As an independent contractor, “REC” is not entitled to workers' compensation benefits except as may be provided by “REC” nor unemployment insurance benefits unless unemployment compensation coverage is provided by “REC” or some other entity other than “RIVERDALE”.** “REC” is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract relationship.

2.6 Licenses and Conformance to Laws. “REC” shall perform the duties required of it under this Contract in compliance with all applicable federal, state, and local laws. “REC” shall at its expense, and at all times during this Contract, maintain in full force and effect all certifications and licenses required by state or federal law to operate the “RIVERDALE” Water and Wastewater Facilities, including but not limited operator licenses for the class(es) of facilities to be operated for “RIVERDALE”. “REC” agrees to coordinate performance of its duties with “RIVERDALE” staff. “REC” shall not be held liable for the acts or omissions of “RIVERDALE” staff. To the fullest extent permitted by law “RIVERDALE” shall indemnify and hold harmless “REC” from and against claims, damages, losses and expenses, arising out of the acts or omissions of “RIVERDALE”, or its employees.

3. MISCELLANEOUS PROVISIONS

3.1. Insurance. “REC” shall, at no cost to “RIVERDALE”, maintain a suitable insurance for General Liability with limits of 4M/10M, Automobile Liability with limits of 1M scheduled, hired and non-owned autos, Workmen’s compensation and Employers Liability with limits 500HTH. Our Professional and Pollution Liability Insurance with limits

of 4M/10M. "REC" shall supply "RIVERDALE" with a copy of a Certificate of Insurance at any time. "REC" will hold the insurance policy and shall not expire during the term of this contract.

3.2. Non-Disclosure of Information. "REC", or any employee of "REC" will not at any time, whether during or subsequent to the terms of this Contract, either directly or indirectly, divulge, disclose or reveal to any person, firm or corporation in any manner whatsoever any information of any kind, nature or description concerning any matters affecting or relating to activities of "RIVERDALE", except as governed by the Water Quality Control Division of the Colorado Department of Public Health and Environment pertaining to the discharge of the water and/or wastewater systems.

3.3. Tools of Trade. "REC" agrees to provide its own tools necessary for completion of its duties under this Contract

3.4 Return of Files. Upon termination of this Contract, "REC" shall promptly return to "RIVERDALE" any material, supplies, documents or other papers in its possession, which are the property of "RIVERDALE".

3.5. Termination of Agreement. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall expire on the 31st day of December, 2023. Thereafter, the Agreement shall automatically renew each year on January 1st unless this Agreement is terminated as provided herein or written notice of non-renewal is given by one party to the other party no less than sixty (60) days prior to January 1st of the ensuing year. For each automatic renewal period the rates for Services will be increased in accordance with the Consumer Price Index each year.

3.6 Negligence – Remedies; Indemnification.

To the fullest extent permitted by law "REC" shall indemnify and hold harmless "RIVERDALE" from and against claims, damages, losses and expenses, arising out of or resulting from performance of the services, outlined in Section 1.1 above, provided that such claim, damage, loss or expense is attributable to bodily injury or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of "REC", or its employees.

3.7 Notices. Any notices and demands hereunder shall be in writing, and shall be deemed to have been given and received 1) upon personal delivery of same; 2) upon confirmed receipt of transmission of facsimile to facsimile number set forth below; or 3) 48 hours after the same shall have been deposited in the United States Registered or Certified Mail, postage prepaid, addressed to the parties hereto as follows:

Riverdale Peaks II Metropolitan District
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Attn: David Solin

Riverdale Peaks II Metropolitan District

450 17th Avenue, Suite 400
Denver, Colorado 80203-1214

Ramey Environmental Compliance, Inc.

P. O. Box 99
Firestone, CO 80520
Phone (303) 833-5505
Fax (303) 833-5535

3.8 Arbitration. Any dispute as to the interpretation of the content, extent, or applicability of this Agreement or any claims by either party against the other relating to any of the transactions contemplated by this Contract shall be immediately arbitrated, pursuant to the rules of the American Arbitration Association.

a. The parties agree to be bound by the decision of said arbitrators and agree that said arbitration is in lieu of and instead of any rights to judicial proceedings, and determinations that the parties may have.

b. In any controversy, claim, or dispute between the parties hereto arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to receive from the other party reasonable expenses, attorneys' fees, and costs.

3.9 Binding Effect. The terms and conditions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and (except as herein otherwise provided) assigns.

3.10 Entire Agreement. This Agreement contains, and its terms constitute, the entire agreement of the parties that there are no oral agreements between the parties, and it may be amended only by a written instrument signed by both parties to this Contract.

3.11 Illegal Aliens – Public Contracts for Services.

The Contractor certifies that the Contractor shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise will comply with the requirements of Section 8-17.5-101(2)(b)(I), C.R.S. The Contractor shall not use Basic Pilot Program Procedures to

undertake pre-employment screening of job applicants while the public contract for services is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the Contractor shall: (i) notify the subcontractor and the District within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or Section 8-17.5-101 *et seq.*, C.R.S., the **District** may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the **District**.

3.12 Non-Solicitation of "REC" Employees. During the term of this Agreement and for a period of two (2) years thereafter, "RIVERDALE" will not, either on its own behalf or that of another person, firm or corporation, solicit for employment or independent contractor, any "REC" employees employed on the Effective Date and employed during the term of this Agreement.

"RIVERDALE" further agrees as liquidated damages for breach of 3.12 above, "RIVERDALE" shall pay to "REC" a lump sum equal to solicited employees most recent annual salary with "REC".

3.13 Governing. This Contract shall be governed and construed under the internal laws of the State of Colorado, U.S.A.

3.14 Effective Date.

The effective date of Contract Services shall start as of the ____ day of _____, 2023.

Riverdale Peaks II

By: _____
Name, Title

Signed on ____ day of _____, 2023

Ramey Environmental Compliance, Inc.

By: _____
Linda Ramey, Secretary/Treasurer

Signed on ____ day of _____, 2023

EXHIBIT B
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