

**LEYDEN ROCK METROPOLITAN DISTRICT
REGULAR MEETING**

via teleconference

Tuesday, Aug. 15, 2023 - 6:00 P.M.

<https://leydenrocklife.com/>

Brett Vernon, President	Term to May 2027
Scott J. Plummer, Secretary	Term to May 2027
Jeff Cunningham, Treasurer	Term to May 2025
Christian Arditia, Assistant Secretary	Term to May 2025
Tanis Batsel Stewart, Assistant Secretary	Term to May 2025

This meeting can be joined through the directions below:

Join Zoom Meeting

<https://us06web.zoom.us/j/88169711850?pwd=MVBaYlFOUjltQWQzMEFNWUtrbFUwQT09>

Meeting ID: 881 6971 1850

Passcode: 983761

Call-in Number: 1-720-707-2699

NOTICE OF REGULAR MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
5. Consent Agenda:
 - a. Approval of Minutes from July 18, 2023 Regular Meeting (**enclosure**)
6. Financial Matters
 - a. Consider Approval of Payables/Financials (**enclosure**)
7. District Management Matters
 - a. District Manager’s Report
 - b. Consider Approval of Proposal #98557 Essential G Application Round #2 (**enclosure**)
 - c. Consider Approval of Proposal #92571 Poolside Grass Revitalization (**enclosure**)
 - d. Consider Approval of 2023-2024 Snow Removal Contract (**enclosure**)
 - e. Discussion on Budget Committee and Budget Meeting Dates
 - f. Other Management Matters
8. Director’s Matters
 - a. Other Director’s Matters
9. Capital Projects Discussion
 - a. Presentation from City of Arvada regarding Emergency Preparedness Plan
 - b. Update from Architerra and Ascent Land

2023 Regular Meetings

January 17; February 21; March 21; April 18; May 16; June 20; July 18; August 15; September 19; October 17; November 21; and December 19 at 6:00 p.m. via teleconference.

- c. Discussion about Entrance Project, Electricity
 - d. Other Capital Project Matters
10. Legal Matters
- a. Discussion Regarding Town Hall Meeting Required by SB23-110
 - b. Consider Approval of Second Amended and Restated Resolution Establishing a Landscape Committee (**enclosure**)
 - c. Consider Approval of Second Amendment to Independent Contractor Agreement with Mile High Pools for Pool Gate Monitor (**enclosure**)
 - d. Other Legal Matters
11. Executive Session - The Board intends to enter into executive session pursuant to § 24-6-402(4)(b), C.R.S., to conference with an attorney for the District for the purpose of receiving legal advice as it relates to the Independent Contractor Agreement with Ascent Land Development, LLC and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, instructing negotiators related to the Independent Contractor Agreement with Ascent Land Development, LLC.
12. Other Business
13. Adjourn

2023 Regular Meetings

January 17; February 21; March 21; April 18; May 16; June 20; July 18; August 15; September 19; October 17; November 21; and December 19 at 6:00 p.m. via teleconference.

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, July 18, 2023 at 6:00 P.M. via
Teleconference

Attendance

The regular meeting of the Board of Directors of the Leyden Rock Metropolitan District was called and held as shown above and in accordance with the applicable statutes of the State of Colorado. The following directors, having confirmed their qualification to serve on the Board, were in attendance:

Brett Vernon
Scott Plummer
Jeff Cunningham
Christian Ardita

Director Batsel-Stewart was absent. All absences are deemed excused unless otherwise noted in these minutes.

Also present: Erin K. Stutz, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Katie Call, Christine Ahern, Jackie Casas, AdvanceHOA, District Management; Alex Fink, CliftonLarsonAllen, LLP, District Accountant; Brian Peck and Angie Sherman, Keesen Landscape Management, Inc., and members of the public.

Call to Order

It was noted that a quorum of the Board was present and the meeting was called to order.

**Conflict of Interest
Disclosures**

Ms. Stutz advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Stutz reported that disclosures for those directors with potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Ms. Stutz noted that a quorum was present and inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted.

Agenda

The Board reviewed the agenda. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agenda as amended.

Public Comment

Mr. Ron Hill engaged in discussion with the Board regarding the trail through the Yule Yucca property. Mr. Hill referred to this area as greenspace and noted that 61 residents have signed a petition requesting there be no development in this space, which represents 84% of adjacent homeowners. Mr. Hill detailed various violations that occurred on or near the property. Mr. Hill noted the increased vandalism in the neighborhood has heightened concerns of open access to the public in Yule Yucca property. Director Vernon clarified the property is an easement, not a greenspace.

Consent Agenda

Following a summary by Ms. Stutz, the items on the consent agenda were ratified, approved or accepted in one motion duly made and seconded and unanimously carried:

- Minutes from June 20, 2023 Regular Meeting;
- Minutes from July 12, 2023 Special Meeting; and
- Requisition No. 8 Related to the District’s General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 2021.

Financial Matters

Consider Approval of Payables/Financials

Mr. Fink presented to the Board the schedule of cash position from March 31, 2023 updated as of July 7, 2023 and claims in the amount of \$128,203.26. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the financial statements, schedule of cash position, and claims.

Director Vernon requested an invoice date next to the process date on the claims report. Mr. Fink to revise report for next meeting.

Other Financial Matters

Director Cunningham inquired if the landscaping amount spent thus far includes last month’s spending and is reflected the landscaping budget. Mr. Fink will provide this information to the Board. Director Vernon requested financial statements through June 30, 2023. Mr. Fink noted that he is working with AdvanceHOA and CCMC for the remaining items.

District Management Matters

District Manager Report Ms. Call provided the District Manger Report to the Board.

Pool cleanup was completed last week. The cleanup required \$1,000 deposit for the fire hydrant rental and \$1,600 cleanup fee. The pool had to be drained for the cleanup and PeakOne repaired two of the spa lights that that time.

Thirty-five swim lessons took place thus far in the season. The pool closure has impacted the ability to provide additional swim lessons. An update will be provided regarding afternoon lessons.

85th Bluff and Leyden Rock Drive drainage repair has been completed.

The detention ponds cleanup is in progress.

The City owns part of the trail in Filing Nos. 3-4. The City's engineer will take on repairs.

Preservation Tree Care is working with Keesen Landscape on tree maintenance and replacement. Keesen Landscape will complete an irrigation audit and will provide proposals for treatments and winter water recommendations.

PeakOne is working on ADA chair requirements for the pool.

Ms. Ahern is researching ore cart fabricators and is looking into a local contact for steel buffalo monuments.

Discussion Regarding Security Measures for Clubhouse and Pool Facilities The Board engaged in discussion regarding security services and surveillance system. Ms. Call noted she has requested proposals for four weeks of patrol to the end of the pool season. The Board discussed security during late night hours, the length of surveillance required, and signage regarding cameras in the pool area. Ms. Call will inquire about a minimum hour requirement per day. Director Cunningham and Ms. Stutz noted that cameras should be present if there is signage.

Director Plummer and Director Vernon inquired about additional motion censored lighting at the park. Director Vernon noted that District Management requested extra patrols from the Arvada Polic Department. Director Plummer inquired about park hours being posted. Ms. Call confirmed the hours have been posted.

Ms. Call will research lighting options at the park and obtain proposals for security surveillance. The Board confirmed only surveillance is necessary and no armed services are needed.

Consider Approval of Equalized Productions Surveillance System Ms. Call presented the proposal to the Board. Ms. Call noted the camera coverage includes inside the clubhouse and coverage in the pool area. Director Plummer noted his concerns regarding the costs, and Director Cunningham inquired about other proposals. Director Vernon agreed the costs are high but noted the equipment is high-end and the benefit of one company providing the clubhouse A/V system and security system. Director Vernon also noted a sense of urgency to have this completed. Ms. Call noted this vendor has completed existing wiring setup for the cameras during the A/V system install. Ms. Call noted this vendor's work thus far has been great and the team has been professional and prompt. Following discussion, upon a motion duly made and seconded, the Board approved the proposal, subject to the vendor starting install immediately. Director Cunningham voted against approval of the proposal.

Consider Approval of SoliTects Surveillance System None.

Consider Onsite Security Services None.

Consider Approval of Proposal AV Update, Phase 2 – Network Upgrade Ms. Call presented AV Update, Phase 2 – Network Upgrade Proposal to the Board. Ms. Call noted the proposal adds access points to extend WiFi to the pool and move the modem. The Board engaged in discussion regarding the rate and whether additional bids are needed. Ms. Call noted the vendor provided a three-week install schedule and anticipated this install will occur with the surveillance system install. Following discussion, upon a motion duly made and seconded, the Board approved the proposal. Director Cunningham voted against approval of the proposal.

Consider Approval of Proposal for Jefferson Parkway Trail Repairs Ms. Call presented the Proposal for Jefferson Parkway Trail Repairs to the Board. Mr. Peck noted they will add a French drain to tie into the legacy pipe, and the proposal estimate includes repair for the entire trail. Director Vernon and Director Cunningham note their concern with the cost. Director Plummer requests a trail budget for new and existing trails and requests an update from The Architerra Group and Ms. Cooley regarding the cost for new trails. Director

Cunningham and Mr. Fink will work on the budget. Director Vernon inquired about ongoing trail maintenance costs. Mr. Peck noted maintenance will cost approximately \$1000 per year. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the work not to exceed \$58,640, subject to receiving two separate proposals to split work between maintenance flat work and new slope work. Ms. Call and legal counsel will work with Mr. Peck on proposals.

Consider Approval of Proposal #96998 Trail Breezeway 17283 W 84th Drive Ms. Call presented Proposal #96998 to the Board. Director Ardita inquired about protecting the turf. Mr. Peck notes they take a couple of approaches including fertilizing and spot watering to improve plant health. Director Plummer asked about keeping the turf long. Mr. Peck agreed but noted aesthetic issues. Director Vernon inquired about turf replacement in the pool area. Mr. Peck suggested replacing the turf after the pool is closed for the season. Director Ardita and Director Plummer will review the proposal to replace turf in the pool area. Following discussion, upon a motion duly made and seconded, the Board unanimously approved Proposal #96998.

Discussion Regarding Landscape Committee Deferred.

Other Management Matters Director Ardita inquired about mowing behind fence lines. Mr. Peck noted his team mowed a second time this season, but he will send his team out to check progress.

Director's Matters

Discussion Regarding Sidewalk Boarding Leyden Rock Drive Ms. Call noted Keesen Landscape is working on a proposal. Director Vernon notes Keesen's suggested solution is to alternate grass and rock in the area to mitigate the runoff and provide aesthetic appeal.

Other Director's Matters Director Cunningham noted he is unable to attend the special meeting on August 2nd. Director Cunningham commends AdvanceHOA for their professionalism and work on the pool.

Director Plummer notes Comcast is having issues on the westside of the community. The node at the end of El Dora is under powered. Comcast discussed tapping into the District's irrigation power. Director Plummer and Director Vernon prefer to not have an outside party connecting to the District's systems.

Director Ardita received an email about lowering the pool temperature. Ms. Call is working with PeakOne on this request.

Director Vernon noted they are researching a digital pool thermostat and will obtain proposals. PeakOne noted this may not be an option.

Director Vernon provided an update on the clubhouse cabinet under the TV. Director Vernon discussed costs for two cabinets at Home Depot and noted his preference is the option that costs \$2,200. Ms. Call noted other vendors were unresponsive or more expensive. Ms. Ahern indicated she obtained an additional proposal for the cabinets, but the cost is higher than the options discussed. Ms. Call will obtain a quote for cabinet installation.

Director Vernon provided an update on the emergency exits discussion with the City. The Board discussed deferring this matter to the Capital Projects meeting.

Director Vernon noted he would like to allow local elected officials to hold events in the community.

Capital Projects Discussion

Discuss and Consider Public Bidding Process for Ore Carts This matter was discussed during District Management Matters. Ms. Ahern will work with Director Plummer to obtain proposals.

Other Capital Project Matters Director Vernon requested a running list of capital projects. Ms. Call will provide the list to the Board.

Legal Matters

Other Legal Matters None.

Other Business None.

Adjournment

There being no further business to come before the Board and following discussion and upon motion duly made, seconded and unanimously carried, the Board determined to adjourn the meeting.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 15th day of August, 2023.

LEYDEN ROCK METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

JUNE 30, 2023

Leyden Rock Metro District
Balance Sheet - Governmental Funds
June 30, 2023

	<u>General</u>	<u>Special Revenue</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
Assets					
Checking Account	\$ 122,184.45	\$ -	\$ -	\$ 249,307.16	\$ 371,491.61
Cash - Mutual of Omaha Bank	-	35,723.77	-	-	35,723.77
Cash - CCMC Debit Card	-	185.58	-	-	185.58
Checking Account - AHM	-	322,515.29	-	-	322,515.29
Petty Cash/Debit Card - AHM	-	2,000.00	-	-	2,000.00
CSAFE	240,541.93	-	157,618.96	-	398,160.89
UMB Bond Fund	-	-	521,106.72	-	521,106.72
UMB Project Fund	-	-	-	4,323,520.00	4,323,520.00
Accounts Receivable	-	21,328.23	-	-	21,328.23
Receivable from County Treasurer	569,187.59	-	842,400.42	-	1,411,588.01
Total Assets	<u>\$ 931,913.97</u>	<u>\$ 381,752.87</u>	<u>\$ 1,521,126.10</u>	<u>\$ 4,572,827.16</u>	<u>\$ 7,407,620.10</u>
Liabilities					
Accounts Payable	\$ 38,180.14	\$ 125,254.10	\$ -	\$ 115,189.94	\$ 278,624.18
Prepaid assessments	-	3,395.72	-	-	3,395.72
Accrued expenses	-	12,748.09	-	-	12,748.09
Total Liabilities	<u>38,180.14</u>	<u>141,397.91</u>	<u>-</u>	<u>115,189.94</u>	<u>294,767.99</u>
Fund Balances	<u>893,733.83</u>	<u>240,354.96</u>	<u>1,521,126.10</u>	<u>4,457,637.22</u>	<u>7,112,852.11</u>
Liabilities and Fund Balances	<u>\$ 931,913.97</u>	<u>\$ 381,752.87</u>	<u>\$ 1,521,126.10</u>	<u>\$ 4,572,827.16</u>	<u>\$ 7,407,620.10</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

Leyden Rock Metro District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2023

	<u>Annual Budget</u>	<u>Year to Date Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
Revenues				
Property taxes	\$ 1,462,014.00	\$ 1,462,014.00	\$ 1,451,647.74	\$ 10,366.26
Specific ownership taxes	102,341.00	51,170.52	52,470.03	(1,299.51)
Interest income	10,000.00	5,000.04	9,421.38	(4,421.34)
Other revenue	10,000.00	5,000.04	-	5,000.04
Total Revenue	<u>1,584,355.00</u>	<u>1,523,184.60</u>	<u>1,513,539.15</u>	<u>9,645.45</u>
Expenditures				
Accounting	50,000.00	25,000.02	29,668.06	(4,668.04)
Auditing	7,000.00	7,000.00	6,100.00	900.00
County Treasurer's fee	21,930.00	21,930.00	21,776.97	153.03
Dues and membership	2,000.00	2,000.00	1,237.50	762.50
Insurance	31,500.00	31,500.00	34,313.00	(2,813.00)
Legal	150,000.00	75,000.00	62,015.27	12,984.73
Miscellaneous	250.00	124.98	960.00	(835.02)
Election	40,000.00	19,999.98	19,275.34	724.64
Contingency	7,320.00	7,320.00	-	7,320.00
Total Expenditures	<u>310,000.00</u>	<u>189,874.98</u>	<u>175,346.14</u>	<u>14,528.84</u>
Other Financing Sources (Uses)				
Transfers to other fund	(1,419,131.00)	(709,565.50)	(759,715.04)	50,149.54
Total Other Financing Sources (Uses)	<u>(1,419,131.00)</u>	<u>(709,565.50)</u>	<u>(759,715.04)</u>	<u>50,149.54</u>
Net Change in Fund Balances	(144,776.00)	623,744.12	578,477.97	45,266.15
Fund Balance - Beginning	306,776.00	306,776.00	315,255.86	(8,479.86)
Fund Balance - Ending	<u>\$ 162,000.00</u>	<u>\$ 930,520.12</u>	<u>\$ 893,733.83</u>	<u>\$ 36,786.29</u>

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Leyden Rock Metro District
Special Revenue Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2023

	<u>Annual Budget</u>	<u>Year to Date Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
Revenues				
Operations fee	\$ 25,888.00	\$ 12,943.98	\$ 6,368.00	\$ 6,575.98
Interest income	750.00	375.00	53.80	321.20
Other revenue	20,975.00	10,487.52	8,365.73	2,121.79
Rental income	15,000.00	7,500.00	11,259.78	(3,759.78)
Total Revenue	<u>62,613.00</u>	<u>31,306.50</u>	<u>26,047.31</u>	<u>5,259.19</u>
Expenditures				
Miscellaneous	2,978.00	1,489.00	2,528.25	(1,039.25)
Facilities management	367,104.00	183,552.00	176,228.78	7,323.22
Irrigation repairs	36,000.00	18,000.00	-	18,000.00
Pool contract maintenance	103,962.00	51,981.00	36,714.29	15,266.71
Pool supplies	15,000.00	7,500.00	2,343.76	5,156.24
Pool repairs and maintenance	6,000.00	3,000.00	3,982.10	(982.10)
District clean-up	43,000.00	21,499.98	17,885.25	3,614.73
Maintenance of district assets	4,500.00	2,250.00	-	2,250.00
Landscape replacement	125,000.00	62,500.02	37,890.28	24,609.74
Lighting	6,500.00	3,250.02	-	3,250.02
Native weed control	73,000.00	36,499.98	-	36,499.98
Landscape maintenance	200,500.00	100,249.98	151,562.05	(51,312.07)
Clubhouse maintenance and supplies	12,700.00	6,349.98	5,760.75	589.23
Clubhouse social activities	63,000.00	31,500.00	33,876.95	(2,376.95)
Clubhouse housekeeping	28,000.00	13,999.98	9,135.00	4,864.98
Clubhouse keys and locks	1,200.00	600.00	5,351.41	(4,751.41)
Pest Control	10,000.00	4,999.98	4,500.00	499.98
Snow removal	55,000.00	27,499.98	15,298.60	12,201.38
Utilities - gas and electric	20,000.00	10,000.02	7,045.77	2,954.25
Utilities - trash removal	247,500.00	123,750.00	126,422.32	(2,672.32)
Utilities - water and sewer	30,000.00	15,000.00	3,879.73	11,120.27
Telephone/Wi-Fi/Cable	9,000.00	4,500.00	2,776.94	1,723.06
Administration costs	4,200.00	2,100.00	952.05	1,147.95
Postage, printing, copies	500.00	250.02	305.42	(55.40)
Water and soil sampling	8,000.00	4,000.02	4,000.00	0.02
Mileage	1,300.00	649.98	778.27	(128.29)
Office equipment	2,400.00	1,200.00	894.70	305.30
Website	1,400.00	700.02	423.30	276.72
Contingency	4,000.00	4,000.00	-	4,000.00
Total Expenditures	<u>1,481,744.00</u>	<u>742,871.96</u>	<u>650,535.97</u>	<u>92,335.99</u>
Other Financing Sources (Uses)				
Transfers from other funds	1,419,131.00	709,565.50	759,715.04	(50,149.54)
Total Other Financing Sources (Uses)	<u>1,419,131.00</u>	<u>709,565.50</u>	<u>759,715.04</u>	<u>(50,149.54)</u>
Net Change in Fund Balances	-	(1,999.96)	135,226.38	(137,226.34)
Fund Balance - Beginning	122,475.00	122,475.00	105,128.58	17,346.42
Fund Balance - Ending	<u>\$ 122,475.00</u>	<u>\$ 120,475.04</u>	<u>\$ 240,354.96</u>	<u>\$ (119,879.92)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

Leyden Rock Metro District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending August 08, 2023

	<u>Annual Budget</u>			<u>Variance</u>
		Year to Date Budget	Year to Date Actual	
Revenues				
Property taxes	\$ 2,163,780.00	\$ 2,163,780.00	\$ 2,148,437.90	\$ 15,342.10
Specific ownership taxes	151,465.00	91,611.87	77,676.33	13,935.54
Interest income	7,000.00	4,233.85	15,109.77	(10,875.92)
Total Revenue	<u>2,322,245.00</u>	<u>2,259,625.72</u>	<u>2,241,224.00</u>	<u>18,401.72</u>
Expenditures				
County Treasurer's fee	32,457.00	32,457.00	32,230.50	226.50
Paying agent fees	6,000.00	6,000.00	4,000.00	2,000.00
Bond interest - Series 2021A	1,751,100.00	875,550.00	875,550.00	-
Bond principal - Series 2021A	500,000.00	500,000.00	-	500,000.00
Contingency	10,443.00	10,443.00	-	10,443.00
Total Expenditures	<u>2,300,000.00</u>	<u>1,424,450.00</u>	<u>911,780.50</u>	<u>512,669.50</u>
Net Change in Fund Balances	22,245.00	835,175.72	1,329,443.50	(494,267.78)
Fund Balance - Beginning	169,827.00	169,827.00	191,682.60	(21,855.60)
Fund Balance - Ending	<u>\$ 192,072.00</u>	<u>\$ 1,005,002.72</u>	<u>\$ 1,521,126.10</u>	<u>\$ (516,123.38)</u>

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Leyden Rock Metro District
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 148,000.00	\$ 111,050.23	\$ 36,949.77
Other revenue	12,635.00	-	12,635.00
Total Revenue	<u>160,635.00</u>	<u>111,050.23</u>	<u>49,584.77</u>
Expenditures			
Engineering	-	24,753.23	(24,753.23)
Capital outlay	4,831,280.00	271,721.01	4,559,558.99
Contingency	12,635.00	-	12,635.00
Total Expenditures	<u>4,843,915.00</u>	<u>296,474.24</u>	<u>4,547,440.76</u>
Other Financing Sources (Uses)			
Repay developer advance	<u>(2,641,085.00)</u>	<u>(2,641,085.68)</u>	0.68
Total Other Financing Sources (Uses)	<u>(2,641,085.00)</u>	<u>(2,641,085.68)</u>	0.68
Net Change in Fund Balances	(7,324,365.00)	(2,826,509.69)	(4,497,855.31)
Fund Balance - Beginning	7,397,365.00	7,284,146.91	113,218.09
Fund Balance - Ending	<u>\$ 73,000.00</u>	<u>\$ 4,457,637.22</u>	<u>\$ (4,384,637.22)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

LEYDEN ROCK METROPOLITAN DISTRICT
Schedule of Cash Position
June 30, 2023
Updated as of August 8, 2023

	General Fund	Debt Service Fund	Capital Projects Fund	Total Funds
<u>First Bank - Checking</u>				
Balance as of 06/30/23	\$ 122,184.45	\$ -	\$ 249,307.16	\$ 371,491.61
Subsequent activities:				
7/6/2023 Bill.com Payments	(18,372.72)	-	(71,845.50)	(90,218.22)
7/11/2023 Bill.com Payments	-	-	(38,836.69)	(38,836.69)
7/31/2023 Bill.com Payments	(19,926.82)	-	(13,989.77)	(33,916.59)
Anticipated activities:				
Anticipated Bill.com Payments	-	-	-	-
Anticipated Balance	\$ 83,884.91	\$ -	\$ 124,635.20	\$ 208,520.11
<u>CSAFE</u>				
Balance as of 06/30/23	\$ 240,541.93	\$ 157,618.96	\$ -	\$ 398,160.89
Subsequent activities:				
7/10/2023 Property/SO tax	569,187.59	842,400.42	-	1,411,588.01
7/10/2023 Pledged Revenue Transfer	-	(157,618.96)	-	(157,618.96)
7/31/2023 Interest Income	5,738.20	-	-	5,738.20
Anticipated activities:				
Anticipated Pledged Revenue Transfer	-	(842,400.42)	-	(842,400.42)
Anticipated Balance	\$ 815,467.72	\$ -	\$ -	\$ 815,467.72
<u>UMB - 2021 Bond Fund</u>				
Balance as of 06/30/23	\$ -	\$ 521,106.72	\$ -	\$ 521,106.72
Subsequent activities:				
7/10/2023 Pledged Revenue Transfer	-	157,618.96	-	157,618.96
7/31/2023 Interest income	-	2,144.09	-	2,144.09
Anticipated activities:				
Pledged Revenue Transfer	-	842,400.42	-	842,400.42
Anticipated Balance	\$ -	\$ 1,523,270.19	\$ -	\$ 1,523,270.19
<u>UMB - 2021 Project Fund</u>				
Balance as of 06/30/23	\$ -	\$ -	\$ 4,323,520.00	\$ 4,323,520.00
Subsequent activities:				
7/1/2023 Interest Income	-	-	18,310.46	18,310.46
Anticipated activities:				
Anticipated Balance	\$ -	\$ -	\$ 4,341,830.46	\$ 4,341,830.46
Anticipated Balances	\$ 899,352.63	\$ 1,523,270.19	\$ 4,466,465.66	\$ 6,889,088.48

Yield information (as of 06/30/23):

CSAFE - 5.14%

UMB invested in Goldman Sachs Govt Fund - 4.95%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

LEYDEN ROCK METROPOLITAN DISTRICT
Property Taxes Reconciliation
2023

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 7,004.71	\$ -	\$ 23,020.47	\$ -	\$ (105.07)	\$ 29,920.11	0.19%	0.19%	\$ 43,137.39	0.53%	0.53%
February	1,650,384.06	-	21,728.83	-	(24,755.76)	1,647,357.13	45.52%	45.71%	1,686,579.35	45.35%	45.88%
March	90,384.91	-	22,773.71	46.48	(1,356.47)	111,848.63	2.49%	48.20%	117,910.94	2.60%	48.48%
April	195,887.54	-	18,783.85	75.23	(2,939.44)	211,807.18	5.40%	53.61%	181,764.32	4.43%	52.91%
May	244,507.21	-	23,163.90	114.04	(3,669.32)	264,115.83	6.74%	60.35%	244,992.55	6.09%	59.00%
June	1,411,917.21	-	20,675.60	176.61	(21,181.41)	1,411,588.01	38.94%	99.29%	1,503,619.12	40.45%	99.46%
July						-	0.00%	99.29%	32,843.53	0.32%	99.77%
August						-	0.00%	99.29%	31,818.88	0.11%	99.89%
September						-	0.00%	99.29%	21,903.96	0.00%	99.89%
October						-	0.00%	99.29%	24,094.60	0.03%	99.92%
November						-	0.00%	99.29%	23,884.40	0.07%	99.99%
December						-	0.00%	99.29%	16,484.67	0.00%	99.99%
	\$ 3,600,085.64	\$ -	\$ 130,146.36	\$ 412.36	\$ (54,007.47)	\$ 3,676,636.89	99.29%	99.29%	\$ 3,929,033.71	99.99%	99.99%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
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Property Tax

General Fund	25.000	\$ 1,462,014.00	40.32%	\$ 1,451,647.72	99.29%
Debt Service Fund	37.000	2,163,780.00	59.68%	2,148,437.92	99.29%
	62.000	\$ 3,625,794.00	100.00%	\$ 3,600,085.64	99.29%

Specific Ownership Tax

General Fund	\$ 102,314.00	40.32%	\$ 52,470.04	51.28%
Debt Service Fund	151,465.00	59.68%	77,676.32	51.28%
	\$ 253,779.00	100.00%	\$ 130,146.36	51.28%

Treasurer's Fees

General Fund	\$ 21,930.00	40.32%	\$ 21,776.97	99.30%
Debt Service Fund	32,457.00	59.68%	32,230.50	99.30%
	\$ 54,387.00	100.00%	\$ 54,007.47	99.30%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**LEYDEN ROCK METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized (originally as Leyden Rock Metropolitan District No. 10) by order and decree of the District Court for the County of Jefferson on January 5, 2012, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes).

The District was established to provide financing for the operations and maintenance and design, acquisition, installation, construction and completion of public improvements and services, including water, sanitation, street, safety protection, park and recreation, transportation, fire protection, security, television relay and translation and mosquito control improvements and services. The District provides covenant control and was organized in conjunction with nine other related Districts – Leyden Rock Metropolitan District Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9. The District serves as the Operating and Financing District which will pay all vendors, issue debt, levy ad valorem taxes on taxable properties within each District and assess fees, rates and other charges as authorized by law. The District's service area is located entirely within the City of Arvada, Jefferson County, Colorado. District Nos. 1-9 have been dissolved.

The District is not authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The District is not authorized to plan for, design acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

On November 1, 2011, the District's voters authorized total indebtedness of \$80,000,000 for each of the above listed facilities, \$80,000,000 for intergovernmental agreements and \$80,000,000 for refunding of debt. Collectively, the Districts shall not issue debt over the amount of \$80,000,000. Additionally, the maximum debt mill levy is 40.000 mills, subject to adjustment, which shall not be imposed for longer than 40 years from the first year the debt service mill levy is imposed unless a refunding of the Debt has been voted upon. As of December 31, 2019, the adjusted debt mill levy is 44.531. The election also approved an annual increase in property taxes of \$5,000,000 without limitation of rate, to pay the District's operation and maintenance costs.

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

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those difference may be material.

**LEYDEN ROCK METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues

Property Taxes

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

The calculation of the taxes levied is displayed on the property tax summary information page of the budget.

Operations Fee

The District will collect a fee of \$276 per year from homeowners located within Filing 6, Tract K, of the District to pay for the District's costs of operations, payable on January 1 of each year or in quarterly installments. In addition, the District receives \$305 from each new homeowner.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7% of the property taxes collected.

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 4.00%.

Expenditures

Administrative and Operating Expenditures

Administrative and operating expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance and meeting expense. Estimated expenditures related to landscaping and utilities are included in the Fee Operations Fund budget.

County Treasurer's Fee

County Treasurer's collection fees have been computed at 1.5% of property taxes.

**LEYDEN ROCK METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures –(continued)

Debt Service

Principal and interest payments in 2023 are provided based on the debt amortization schedule from the Series 2021 Bonds (discussed under Debts and Leases).

Debt and Leases

The District issued its 2021 Bonds (the Bonds) on October 22, 2021, in the amount of \$45,840,000. The proceeds from the sale of the Bonds were used to: (i) pay the costs of refunding the 2016A, 2016B and 2017C Bonds; (ii) funding and reimbursing a portion of the costs of constructing and installing certain public improvements benefiting the District; (iii) paying the costs of issuing the costs of issuance of the Bonds, including premium for the Insurance Policy and the Reserve Policy.

The Bonds bear interest at 3.00%-5.00%, payable semi-annually on June 1 and December 1, beginning on December 1, 2021. The Bonds are subject to redemption prior to maturity at the option of the District, as a whole or in part by lot in integral multiples of \$1,000 on December 1, 2031, and on any date thereafter upon payment of 100% of the principal amount of the Bonds to be redeemed, plus accrued interest to the redemption date, without redemption premium. The Bonds maturing on December 1, 2046 also are subject to mandatory sinking fund redemption prior to maturity, in part, by lot, upon payment of 100% of the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date, without redemption premium. The Bonds maturing on December 1, 2051 also are subject to mandatory sinking fund redemption prior to maturity, in part, by lot, upon payment of 100% of the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date, without redemption premium.

The Bonds are secured by and payable solely from and to the extent of the Pledged Revenue, which includes monies derived from the following, net of costs of collection: (i) the Required Mill Levy; (ii) the portion of the Specific Ownership Tax which is collected as a result of the imposition of the Required Mill Levy and (iii) any other legally available amounts that the District determines, in its absolute discretion to transfer to the trustee for application as Pledge Revenue.

The Bonds are also secured by amounts on deposit in the Reserve Fund in the amount of \$2,739,400, which is funded by the Reserve Policy. The Reserve Policy, issued by Assured Guaranty Municipal Corp. (AGM) is a policy of insurance guaranteeing the payment, when due, of the principal and interest on the Bonds. The insurance extends over the life of the issue and cannot be canceled by AGM as further provided in the policy.

The District has no operating or capital leases.

Emergency Reserves

The District has provided for an Emergency Reserve equal to at least 3% of fiscal year spending, as defined under the TABOR Amendment.

**LEYDEN ROCK METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE
REQUIREMENTS TO MATURITY**

\$45,840,000

**2021 General Obligation Limited Tax Convertible to
Unlimited Tax Refunding and Improvement Bonds**

Principal Payable December 1

3.00% - 5.00%

June 1 and December 1

Beginning December 1, 2021

<u>Year Ended December 31,</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Annual Total</u>
2023	\$ 500,000	\$ 1,751,100	\$ 2,251,100
2024	570,000	1,726,100	2,296,100
2025	665,000	1,697,600	2,362,600
2026	745,000	1,664,350	2,409,350
2027	780,000	1,627,100	2,407,100
2028	865,000	1,588,100	2,453,100
2029	910,000	1,544,850	2,454,850
2030	1,005,000	1,499,350	2,504,350
2031	1,055,000	1,449,100	2,504,100
2032	1,155,000	1,396,350	2,551,350
2033	1,200,000	1,350,150	2,550,150
2034	1,300,000	1,302,150	2,602,150
2035	1,350,000	1,250,150	2,600,150
2036	1,455,000	1,196,150	2,651,150
2037	1,515,000	1,137,950	2,652,950
2038	1,610,000	1,092,500	2,702,500
2039	1,660,000	1,044,200	2,704,200
2040	1,745,000	994,400	2,739,400
2041	1,795,000	942,050	2,737,050
2042	1,850,000	888,200	2,738,200
2043	1,925,000	814,200	2,739,200
2044	2,000,000	737,200	2,737,200
2045	2,080,000	657,200	2,737,200
2046	2,165,000	574,000	2,739,000
2047	2,250,000	487,400	2,737,400
2048	2,340,000	397,400	2,737,400
2049	2,435,000	303,800	2,738,800
2050	2,530,000	206,400	2,736,400
2051	2,630,000	105,200	2,735,200
Total	\$ 44,085,000	\$ 31,424,700	\$ 75,509,700

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

**Leyden Rock Metropolitan District
Interim Claims 07/11/23 - 08/08/23**

Invoice Date	Payment Date	Vendor Name	Ref Number	Amount
05/31/23	07/11/23	The PlayWell Group, INC.	Pay App 1	\$ 38,836.69
05/31/23	07/31/23	CliftonLarsonAllen, LLP	3771101	6,117.88
05/31/23	07/31/23	Advance HOA Management, Inc.	2023-02	604.40
05/31/23	07/31/23	Winzenburg, Leff, Purvis & Payne, LLP	688394	272.00
06/08/23	07/31/23	The Architerra Group, Inc.	7562	4,992.75
06/30/23	07/31/23	CliftonLarsonAllen, LLP	3799083	2,634.05
06/30/23	07/31/23	White, Bear & Ankele PC	28708	10,298.49
06/30/23	07/31/23	White, Bear & Ankele PC	28708	10,298.49
07/07/23	07/31/23	The Architerra Group, Inc.	7595	8,997.02
				<hr/> <hr/> 83,051.77

MANAGEMENT REPORT

COMMUNITY:	MANAGER:	REPORT DATE:
Leyden Rock Metro District	Katie Call	August 7, 2023

2023 Regular Board Meeting Schedule: <ul style="list-style-type: none"> ❖ August 15 ❖ September 19 ❖ October 17 ❖ November 21 ❖ December 19 	2023 Special Meeting Dates- Capital Projects Discussion: <ul style="list-style-type: none"> ❖ September 5 ❖ October 3 ❖ November 7 ❖ December 5
Operating Fee: \$0.00/year Last Reserve Study: 2020	Board of Directors: <ul style="list-style-type: none"> ❖ Brett Vernon, President Term to May 2027 ❖ Scott J. Plummer, Secretary Term to May 2027 ❖ Christian Ardita, Assistant Secretary Term to May 2025 ❖ Tanis Batsel Stewart, Assistant Secretary Term to May 2025 ❖ Jeff Cunningham, Treasurer Term to May 2025
District Services: Trash, Landscape Maintenance, Snow Removal, Pet Stations	Dates to Note: <ul style="list-style-type: none"> ❖ Arvada PD Community Meeting: Tuesday, August 29th @6:00pm ❖ Pool closing: Labor Day ❖ Landfill Free Day: Saturday, September 16th @8am-2pm
Landscape Committee: Tanis Batsel-Stewart, Chair Carolyn Rowe Thu Koelling Diane Mangam Lisa Coleman Pam Hill	Additional Information: <ul style="list-style-type: none"> ❖ Compliance: 4x per month by Pam Mitchell

CURRENT PROJECTS / ACTION ITEMS

PROJECT	DESCRIPTION	STATUS
Surveillance System	Clubhouse Surveillance system install	<ul style="list-style-type: none"> Cameras, pending update from Equalized Productions Lighting, pending proposal from Shelton Electric
Network Upgrade	Enhance WiFi connections/relocate equipment	<ul style="list-style-type: none"> Pending update from Equalized Productions
AV Upgrade	Clubhouse speakers and tv upgrade	<ul style="list-style-type: none"> Pending update from Equalized Productions Rental Agreement update, pending project completion
Trail Restoration	Repair & restore District trails	<ul style="list-style-type: none"> Jefferson Parkway trail scheduled to begin week of 8/7 Filing 1 Trail Breezeway- complete Filing 1 Vista- complete Filing 2 Trail Repair- complete
Tree Health	Next steps following tree health survey completed by Preservation Tree Care	<ul style="list-style-type: none"> Received proposal of services from Preservation Pending proposal from Keesen
Pond Retention Cleaning	Cleaning 16 pond retention areas	<ul style="list-style-type: none"> Notified of 2 areas completed
Clubhouse Cabinet	Cabinet installation under new TV	<ul style="list-style-type: none"> Pending shipment
Column Stone Replacement	Stone has come off on of the fence columns in the community	<ul style="list-style-type: none"> Received proposal from BHC Searching for other proposals
Retaining Wall	Retaining wall repair on LR Drive	<ul style="list-style-type: none"> Seeking proposal from Hall
Pool Plaster	Resurfacing the pool	<ul style="list-style-type: none"> Requested proposal from Peak One
Pet Stations	Station repairs and relocations	<ul style="list-style-type: none"> Working with vendor on repairs to stations Requested proposal for cost to move stations
Clubhouse Repairs	Replacement of blocks on back railings	<ul style="list-style-type: none"> Received proposal form BHC
Pool Lighting	Upgrade lights to LED	<ul style="list-style-type: none"> Received proposal from Peak One Requested proposal from Shelton Electric
Wayfinding Sign Stain	Stain the wood on the wayfinding signs and Ping Pong Park sign	<ul style="list-style-type: none"> Received proposal from Neighborly Fence Staining

ANNUAL CALENDAR - 2023

January	<ul style="list-style-type: none"> ▪ Board Meeting – January 17, 2023 ▪ New Resident Social- January 24, 2023
February	<ul style="list-style-type: none"> ▪ Special Board Meeting- February 7, 2023 ▪ Board Meeting – February 21, 2023 ▪ Republic Landfill Community Meeting - February 28, 2023
March	<ul style="list-style-type: none"> ▪ Special Board Meeting – March 7, 2023 ▪ Board Meeting – March 21, 2023
April	<ul style="list-style-type: none"> ▪ Signature Event Easter - April 1, 2023 ▪ Special Board Meeting – April 4, 2023 ▪ Board Meeting – April 18, 2023 ▪ Landfill Free day – April 22, 2023 ▪ New Resident Social- April 25, 2023 (canceled)
May	<ul style="list-style-type: none"> ▪ Special Board Meeting – May 2, 2023 ▪ Signature Event Adults Night Out – May 6, 2023 ▪ Board Meeting – May 16, 2023 ▪ Republic Landfill Community Meeting: May 24, 2023 ▪ Snow Contract Expires - May 31, 2023 ▪ Irrigation Start-up / Spring Clean-up ▪ Backflow Inspection
June	<ul style="list-style-type: none"> ▪ Special Board Meeting – June 6, 2023 (canceled) ▪ Board Meeting – June 20, 2023 ▪ Arvada Fire District Community meeting - June 27, 2023
July	<ul style="list-style-type: none"> ▪ Signature Event Independence Day – July 4, 2023 ▪ Special Board Meeting – July 4, 2023 (rescheduled) ▪ Special Board Meeting – July 11, 2023 (reschedule date/canceled) ▪ Special Board Meeting – July 12, 2023 <i>*Preservation Tree Care Presentation</i> ▪ Board Meeting – July 18, 2023 ▪ Family Fire Safety Event: July 21, 2023 ▪ New Resident Social - July 31, 2023 (rescheduled date) ▪ Republic Landfill Community Meeting - July 26, 2023, <i>onsite tour</i>
August	<ul style="list-style-type: none"> ▪ Special Board Meeting – August 1, 2023 (canceled) ▪ Board Meeting – August 15, 2023 ▪ Arvada Police Community Meeting- August 29, 2023 ▪ Budget Working Session- TBD
September	<ul style="list-style-type: none"> ▪ Special Board Meeting – September 5, 2023 ▪ Republic Landfill Community Meeting: September 8, 2023, <i>onsite tour</i> ▪ Landfill Free day – September 16, 2023 ▪ Board Meeting – September 19 2023 ▪ Signature Event Fall Fest – September 23, 2023 ▪ Renew Snow Contract
October	<ul style="list-style-type: none"> ▪ Special Board Meeting – October 3, 2023 ▪ Board Meeting – October 17, 2023

	<ul style="list-style-type: none"> ▪ New Resident Social – October 24, 2023 ▪ Signature Event Adults Night Out – October 27, 2023 ▪ Irrigation Shutdown / Fall Clean-up
<i>November</i>	<ul style="list-style-type: none"> ▪ Special Board Meeting – November 2, 2023 ▪ Board Meeting – November 21, 2023 (Budget Hearing) ▪ Republic Landfill Community Meeting- November 29, 2023 ▪ Annual Meeting - TBD
<i>December</i>	<ul style="list-style-type: none"> ▪ Special Board Meeting – December 5, 2023 ▪ Signature Event Santa – December 8/9/10, 2023 ▪ Board Meeting – December 19, 2023

CURRENT CONTRACTS

SERVICE	COMPANY	RATE	EXPIRATION	TERMINATION CLAUSE
Landscaping	Keesen Landscape	Not to exceed \$142,512 \$11,876/month *see fee schedule for T&M rates	December 31, 2023	30 days
Snow Removal	Keesen Landscape	T&M *see fee schedule for T&M rates	May 31, 2023	30 days
Pond Retention Maintenance	OPEN	*note Keesen is currently completing pond maintenance for 2023		
Soil/Sediment Sampling	CTL Thompson	\$4,000 per sample every 6 months	December 31, 2023	
Weed & Pest Control	Weed Wranglers			
Pet Waste Removal	Poop 911	\$2,060/ 3x week per month \$1,610/ 2x week per month + \$8.00 per roll for bags	December 31, 2023	30 days
Trash Removal	Republic Services	\$10.50 per home / weekly trash + \$3.69 per home/ weekly recycle	December 31, 2023	30 days
Janitorial Services	Done & Dusted (f.k.a. The Helping Hand)	\$200.00/ clubhouse cleaning \$75.00/pool cleaning	December 31, 2023	30 days
Pool Maintenance	Peak One Pool & Spa	\$110.00/weekday visit + NTE \$7,000 chemicals	December 31, 2023	*see fee schedule for T&M rates
Pool Monitors	Mile High Pools	\$39.00/ hour	September 4, 2023	30 days
HVAC	Timberline Mechanical	\$105/ PM visit + materials	December 31, 2023	30 days
Design Review	Lee Design Group	\$50/ application	December 31, 2023	30 days
Fence Staining	Neighborly Fence Staining, LLC	\$33,741/ phase	December 31, 2023	30 days

FACILITY MAINTENANCE HISTORY

Last Updated: August 7, 2023

**Note there is not currently a facility maintenance calendar, the below table will evolve*

ELEMENT	MAINTENANCE APPROACH	MAINTENANCE / INSPECTION HISTORY	NOTES
Boiler		•	
Plumbing		•	8/10 meeting schedule with Kerwin Plumbing & Heating to review PM options
Fire System		•	Call into Tracy for recommendations
Roofs		•	
Backflows	Annual Testing Required by COA	• Completed in in May/June 2023	23 backflow locations
Building Exterior		•	
Pool		•	
Sidewalk		•	
Asphalt		•	
Fencing	Each phase completed once every 5 years	• Phase 1 fence staining completed 2023	
HVAC	3 PM visits per year	• Completed January & May 2023 • Next visit for September 2023	
		•	
		•	
		•	
		•	



MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: August 7, 2023

Re: Consider Approval of Proposal #98557 Essential G Application Round #2

In the Spring, Keesen Landscape made the recommendation to consider a Spring and Fall application of a product called Essential G on the turf areas in the community. Essential G is aimed at replenishing missing/used up micronutrients into the soil to give the turf a better chance to thrive. The proposal for the Spring application was approved and applied; it is time to consider the approval of the Fall application.



July 26, 2023

WORK ORDER #98557

PROPOSAL FOR

KATIE CALL
ADVANCED HOA MANAGEMENT
LEYDEN ROCK METROPOLITAN DISTRICT
W. 82ND AVENUE & LEYDEN ROCK DRIVE
ARVADA, CO 80007

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

2023 Essential G Application Round #2

Essential G is a pelletized soil amendment to be used in conjunction with your properties annual fertilizer program.

It should be applied once per season and the purpose is to restore natural plant health care items into the soil of your turf areas. Adding this to your turf will help with the following:

- **Lessen water consumption through better soil conditioning**
- **Healthier turf - better appearance**
- **Stronger root structure - less water dependent**
- **Organic product so incredibly environmentally sound and friendly**

Sale	\$3,280.00
Sales Tax	\$0.00
Total	\$3,280.00

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Essential G Application	\$0.00	\$3,280.00
	\$0.00	\$3,280.00

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor’s installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By _____
Angie Sherman

Date 7/26/2023

**Keesen Landscape Management,
Inc.**

By _____

Date _____

**ADVANCED HOA
MANAGEMENT**

as Agent for

LEYDEN ROCK
METROPOLITAN DISTRICT

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done on a time and materials basis at contracted rates.



MIRIMICHI GREEN®
Activate Nature.

ESSENTIAL-G™

with CarboMatrix™ Technology

SOIL AMENDMENT
Spreadable granular soil enhancer

**SPREADABLE
GRANULAR**

DIRECTIONS FOR USE:

Essential-G™ is a spreadable, granular soil amendment that can be used for all turf establishments, new seed, and planting applications to promote plant growth and improve the quality of soil.

Essential-G is a spreadable, granular soil amendment that can be used for all residential and commercial turf establishments, new seed, and planting applications. **Essential-G** is a unique, high-quality blend of desired soil amending ingredients and **CarboMatrix™** Technology. The product consists of reclaimed coffee grounds, premium organics, humate, and USDA Certified Biobased Carbon (biochar), and silicon. **Essential-G** contains natural, reclaimed waste stream inputs known to improve the texture of the soil and increase the organic content which allows the soil to hold nutrients and moisture. The soil amendment will reduce compaction, drive deeper root growth, and quicker green-up and recovery for grasses. This essential granular soil amendment is ideal for any turf management program.

KEY PRODUCT BENEFITS

- ▶ Strengthens root growth
- ▶ Aerates soil and reduces compaction
- ▶ Optimizes pH
- ▶ Increases water holding capacity
- ▶ Increases nutrient uptake (CEC)
- ▶ Long-lasting biochar increases residual value
- ▶ Promotes natural chelation of Iron
- ▶ Adds essential organic matter for microbes
- ▶ Provides fast green-up and recovery

APPLICATION	RATE	FREQUENCY
Topdressing/Aerating	Spread 20-40 lbs. per 1,000 SF	Apply as needed
Golf	Initial rate: 20 lbs. per 1,000 SF Maintenance rate: 10 lbs. per 1,000 SF	Apply every 2-4 weeks
Sports Turf	Spread 20-40 lbs. per 1,000 SF	Apply monthly
New Sod	Spread 20 lbs. (1/2 bag) per 1,000 SF before laying sod	Apply as needed
Lawn Care (Cool & Warm Season Grasses)	Initial rate: 20 lbs. per 1,000 SF Maintenance rate: 10 lbs. per 1,000 SF	Apply every 4-6 weeks during the growing season
Gardens	Apply 1/2 inch on top of the soil and till 4 to 8 inches deep into the soil or incorporate 2% to 5% by volume into garden soil.	Apply during planting
Plants, Flowers, and Shrubs	Incorporate 2% to 5% by volume into planting or soil mix.	Apply as needed
Trees	Apply 2-5 lbs. per caliper inch around the base of the tree or incorporate into planting mix/soil.	Apply at installations and 1-4 times per year



COVERAGE:
At the rate of 20#/1,000 SF will cover 2,000 SF.
At the rate of 10#/1,000 SF will cover 4,000 SF.

RECOMMENDED EQUIPMENT:

Walk-Behind Spreader OR
Belt-driven Topdresser



For additional application information, Spanish language instructions, or to get help with this product, visit MirimichiGreen.com.

Or simply open your smartphone camera app and scan the QR code.

SCAN WITH CAMERA

SPREADER SETTINGS	
PermaGreen	14
Lely	4
LESCO® Spreader	14
Earthway	14.5
Vicon/LESCO® Bulk Spreader	24

AVAILABLE SIZES:
40 lb. bags
(2) 1 yd. super sacks

PART NUMBERS:
D11140EG
D111SSEG



MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: August 7, 2023

Re: Consider Approval of Proposal #92571 Poolside Grass Revitalization

The condition of the pool grass has been a challenge for many years and with the construction around the pool this year, the grass has suffered even more. We engaged with Keesen Landscape about a proposal to replace the sod around the pool. To optimize the health of the grass, Keesen's plan is to restore the entire area with a good amount of much needed healthy soil, and then install a newer but well tested product called Tahoma 31. Included in the recommendation, is to complete the project this Fall allowing time for the new turf to establish before irrigation is shut down for the season.



July 12, 2023

WORK ORDER #92571

PROPOSAL FOR

Leyden Rock Metropolitan District
W. 82nd Avenue & Leyden Rock Drive
Arvada, CO 80007

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

Poolside Grass Revitalization

The turf around the pool deck area is in poor condition. The area was likely not prepped adequately at time of development and the sod sees heavy annual use during the summer season. To further enhance the pool area Keesen recommends replacing the sod this fall so that it can establish before irrigation is shut down for the season and be ready to use when the pool opens in spring of 2024. Scope of work includes the following:

- Removal of all existing sod around the entire pool area and wading pool
- Installation of proper amounts of amended soils
- Proper tilling of work area - it is of note that based on experience this area is going to be very rock so above average production time for this line item is included as well as extra disposal fees for rock
- Application of CarbonizePN and a starter fertilizer (15-15-15 or similar product) to help kick start the new sod and lower establishment time
- Installation of new hybrid sod that is better suited for the high use that this area sees annually to complete the renovation

Irrigation repairs are not anticipated since the dimensions of the area are going to stay the same, but in demo and preparation if any irrigation is damaged and needs repaired that will be billed T&M

Sale	\$38,302.54
Sales Tax	\$0.00
Total	\$38,302.54

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Demo and Preparation	\$0.00	\$9,846.59
Sod installation	\$0.00	\$28,455.95
	\$0.00	\$38,302.54

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor’s installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By 

 Joel Hiatt

By _____

Date 7/12/2023

**Keesen Landscape Management,
 Inc.**

**LEYDEN ROCK
 METROPOLITAN DISTRICT**

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$68.00 per man hour.

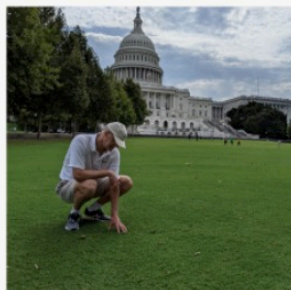
SPECIFICATION SHEET

TAHOMA 31[™]

BERMUDAGRASS

RATED #1 IN KEY CHARACTERISTICS

TURF QUALITY:	Excellent. Rated #1 in NTEP.
SPRING GREEN-UP:	Excellent. Rated #1 for spring green-up. Faster than all other varieties tested. Last to go dormant, first to break dormancy in spring
COLD TOLERANCE:	Excellent. Rated #1 for winter survivability. Adaptable into Northern Transition Zone. Extremely low incidence of winterkill compared to all other bermudagrasses tested
WEAR TOLERANCE:	Excellent. Rated #1 of all bermudagrasses tested
LOW WATER USE:	Excellent. Rated #1 for low water use. Requires 18% less water than TifTuf
SHADE:	Excellent. Rated #1 in shade for all bermudagrasses tested
DIVOT RECOVERY:	Ranked #1 among clonal bermudagrass cultivars



SPECIFICATIONS

VARIETY:	Hybrid Bermudagrass
BOTANICAL NAME:	<i>Cynodon dactylon</i> x <i>C. transvaalensis</i>
COLOR:	Dark green
LEAF TEXTURE:	Fine. Similar to Latitude 36, Tifway, and TifTuf
ESTABLISHMENT RATE:	Excellent. Faster than Latitude 36, TifTuf & Tifway 419
DENSITY:	High. Suitable for high impact sports. Recovers quickly from divots and wear
SOIL TYPE:	Adaptable to all soil types
MOWING HEIGHT:	Highly adaptable. HOC of 0.125-inches to 2-inches
MOWER TYPE:	Reel or rotary
MAINTENANCE:	Medium
DROUGHT RESISTANCE:	Excellent. Similar to TifTuf but statistically superior to the four standard cultivars
HERBICIDE TOLERANCE:	No injury from Ronstar 2G, Strike Three
SALT TOLERANCE:	Good. Better than Tifway 419
DISEASE RESISTANCE:	Good. Similar to other bermudagrasses tested including TifTuf
SEEDHEAD PRODUCTION:	Lower than Latitude 36, similar to Tifway, TifTuf, Patriot, and Celebration



12442 Tower Rd
Commerce City, CO 80022
303.289.4761
tahoma31@scienturficsod.com

scienturficsod.com



TAHOMA 31[®]

BERMUDAGRASS

A water saving, warm-season grass that is cold-tolerant.

ScienTurfic Tahoma 31 is a “game changer” in that it has all the water saving benefits of a warm-season grass while being able to tolerate the harsh cold winters in Colorado.



Developed by **top OSU turfgrass researchers.**

Developed by top turfgrass researchers at Oklahoma State University. Tahoma 31 Bermudagrass was tested in 36 locations across the country over multiple years in the National Turfgrass Evaluation Program.



Results of the **National Turfgrass Evaluation Program ... #1.**

ScienTurfic Tahoma 31 performed #1 in six major categories against top Bermuda blends in the NTEP program including TifTuf, Latitude 36, Tifway, Celebration, NorthBridge, and Iron Cutter.



For Low Water Use

Comparing evapotranspiration rates, Tahoma 31 fared best while TifTuf used the most water. Overall, Tahoma 31 used 18% less water than TifTuf.

CULTIVAR	MEAN
Tahoma 31	4.06 e
NorthBridge	4.29 cde
Tifway 419	4.54 bcd
Latitude 36	4.59 bc
Celebration	4.77 ab
TifTuf	4.95 a



In Cold Tolerance

By the end of the NTEP study, Tahoma 31 was rated by far with the greatest winter survivability in the three year study period, 2014 - 2017.

CULTIVAR	% WINTER KILL
Tahoma 31	14.7
Iron Cutter	48.7
Latitude 36	57.3
TifTuf	88.3



In Early Spring Green-up

In NTEP tests, Tahoma 31 ranked at the top spot for early spring green-up among all vegetative bermudagrass cultivars tested in 16 states.

CULTIVAR	MEAN
Tahoma 31	5.7
Iron Cutter	5.3
TifTuf	5.3
Latitude 36	4.9
Tifway 419	4.5
Celebration	4.4



In Turf Quality

Turf quality ratings in NTEP tests at 17 locations over 5 years show Tahoma 31's exceptional turf quality among bermudagrasses.

CULTIVAR	MEAN
Tahoma 31	6.8
TifTuf	6.8 (tied)
Latitude 36	6.6
Patriot	6.4
Tifway 419	6.3
Celebration	6.0



In Traffic Tolerance

Turfgrass quality under traffic in NTEP National Bermudagrass Test. Tahoma 31 exhibits excellent traffic tolerance compared to all other bermudagrass cultivars.

CULTIVAR	GRASS QUALITY
Tahoma 31	7.8
Celebration	7.7
Latitude 36	7.4
TifTuf	7.3
Patriot	7.0
TifGrand	6.8



In Shade Tolerance

In the opinion of the researchers, Tahoma 31 is a great choice (among bermudagrasses) for partial shaded locations in the transition zone of the US.

CULTIVAR	GRASS QUALITY
Tahoma 31	5.8
Discovery	5.4
Celebration	5.1
Latitude 36	4.3
TifTuf	4.1
TifGrand	4.0
Tifway 419	3.1



**Perfect Complement
to Xeriscape.**



Dark leaf color, fine leaf blades, lush and soft.

Tahoma 31 has a dark green leaf color, fine leaf blades, short internodes, and high turf density.

The National Turfgrass Evaluation Program showed that the grass performed well in both the transition zone and the southern regions in the USA.

Roots hold the water **protecting against drought.**

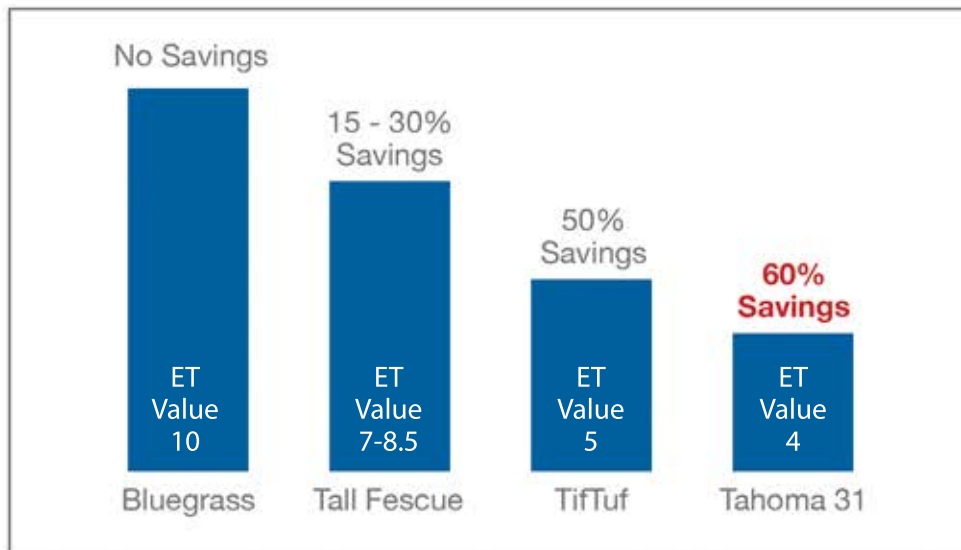
The Tahoma 31 grass canopy, along with long reaching roots, allow the grass to hold water and have lower Evapotranspiration rates (ET).

Tahoma 31 can be green and healthy for up to 50 days without water before going dormant. Once water returns, it will green up again.



Tahoma 31 uses **60% less water** than bluegrass.

ScienTurfic Tahoma 31 is a “game changer” in that it has all the water saving water in Colorado. Tahoma 31 requires 60% less water than Kentucky bluegrass and only requires watering every 3-4 days. In drought conditions, Tahoma 31 can survive up to 2-3 months without water and will green up when the water returns.



*Evapotranspiration (ET) rates are used to determine water usage (mm d-1)



Perfect for home lawns, sporting fields, and golf courses.

More than 50 golf courses, football fields, and soccer complexes nationwide use Tahoma 31. California turfgrass professionals were so impressed, they replaced all of the turfgrass in the Los Angeles Coliseum with Tahoma 31 in 2022 after testing it on the University of Southern California practice field. Churchill Downs also trusts their multi-million racehorses to Tahoma 31 at the Kentucky Derby.

Churchill Downs - Kentucky Derby



Los Angeles Coliseum



ScienTurfic Sod
12442 Tower Rd
Commerce City, CO 80022

(303) 289-4761
www.scienturficsod.com
tahoma31@scienturficsod.com



MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: August 7, 2023

Re: Consider Approval of 2023-2024 Snow Removal Contract

Believe it or not, snow season is creeping up on us and it’s time to consider renewing the community’s Snow Removal contract with Keesen Landscape. Note: the snow removal contract does not run with the calendar year, rather by the season. For example: the 2022-2023 contract ran from October 1, 2022- May 31, 2023.

	2019 Actual	2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Actual as of June 30
Snow Removal	\$ 36,703.00	\$ 30,000.00	\$ 49,949.00	\$ 51,840.00	\$ 50,790.00	\$ 52,000.00	\$ 37,041.45	\$ 55,000.00	\$ 15,298.60

CURRENT TRIGGER DEPTHS: Open discussion: *consider changing the trigger depth.*

2” inches Clearing of Sidewalks

2” inches Plowing of Parking Lots, Drive Lanes, and Streets

ANY SPECIAL INSTRUCTIONS: *Consider any special instructions to add to scope.*

See next page for rates



LEYDEN ROCK
METROPOLITAN DISTRICT

Equipment	2022-2023 Season	2023-2024 Season	Unit	Projected 2024-2025 Season	Projected 2025-2026 Season
Plow Truck	\$ 130.00	\$ 135.00	Hourly	\$ 135.00	\$ 142.00
Skid Steer	\$ 150.00	\$ 165.00	Hourly	\$ 165.00	\$ 175.00
Front End Loader	\$ 265.00	\$ 275.00	Hourly	\$ 275.00	\$ 290.00
Snow Rator or UTV	\$ 125.00	\$ 130.00	Hourly	\$ 140.00	\$ 150.00
ATV or Sidewalk Blade	\$ 105.00	\$ 130.00	Hourly	\$ 140.00	\$ 150.00
Snow Blower	\$ 75.00	\$ 95.00	Hourly	\$ 95.00	\$ 100.00
Hand Shoveling	\$ 70.00	\$ 75.00	Hourly	\$ 75.00	\$ 80.00
Ice Melt	\$ 1.00	\$ 1.10	Lbs	\$ 1.10	\$ 1.20
Ice Melt Application	\$ 70.00	\$ 75.00	Hourly	\$ 75.00	\$ 80.00
Liquid Magnesium Chloride	\$ 3.00	\$ 3.25	Gal	\$ 3.25	\$ 3.50
Liquid Mag.Chloride Application	\$ 130.00	\$ 135.00	Hourly	\$ 135.00	\$ 142.00
Ice Slicer	\$ 295.00	\$ 310.00	Ton	\$ 310.00	\$ 330.00
ice Slicer Application	\$ 135.00	\$ 135.00	Hourly	\$ 135.00	\$ 142.00
Snow Stake Labor	\$ 55.00	\$ 60.00	Hourly	\$ 60.00	\$ 65.00
Snow Stakes	\$ 4.00	\$ 4.50	Hourly	\$ 4.50	\$ 5.00

Overall 2.07% increase from 2022-2023 to 2023-2024



Snow & Ice Management Agreement

Property/Client Name and Contact Information:

Property Address:	Billing Address:	Advanced HOA Management
W. 82nd Avenue & Leyden Rock Drive Arvada, CO 80007	17685 W. 83rd Dr. Arvada, CO 80007	Katie Call
		katie.call@advancehoa.com
		303-518-6815

Leyden Rock Metropolitan District, ("**Client**"), hereby engages Keesen Landscape Management, Inc., ("**Company**"), to provide certain snow and ice management services ("**Services**") in accordance with this Snow & Ice Management Agreement (this "**Agreement**"). Client and Company hereby agree to the terms and conditions of this Agreement, including the General Terms and Conditions attached hereto (the "**General Terms**"), and the Snow & Ice Services and Pricing Addendum attached hereto and any attachments thereto (the "**Addendum**"), which are part of this Agreement and incorporated herein by this reference.

Service Areas. Services will be performed by Company for Client during the term of this Agreement at the driving, parking and walking areas specified in the Addendum (collectively, "**Service Areas**") during each snow or ice event ("**Event**"), subject to all of the terms and conditions of this Agreement.

Event. Each Event will be deemed to start when accumulations of snow and/or ice at the Service Areas reach the depth specified in the Addendum as the "**Trigger Depth**", or other Services-initiation factors as described in the Addendum and will continue until 24 hours after increases in such accumulations first end. Services will be performed prior to or after an Event to the extent expressly provided for in the Addendum or otherwise agreed in writing by Client and Company.

Services. Services during the term of this Agreement will include the following, subject to the specifics as described in the Addendum:
Snow Plowing/Clearing - Snow will be plowed/cleared in Service Areas during each Event, as provided for in the Addendum.
De-icing - De-icing materials will be applied in Service Areas during each Event, as provided for in the Addendum.

Pricing and Payment. Pricing of amounts payable by Client to Company for the Services is set forth in the Addendum. Company's invoices will be due and payable by Client upon issuance by Company. A 3% surcharge will be added for all invoices paid by credit card. Invoices not paid in full within 30 days of issuance will accrue interest, compounded monthly, beginning on the 31st day following issuance at the rate of 1.5% per month (or if lower, the highest rate permitted by law), plus an additional \$25 late fee.

Term. The term of this Agreement will be effective upon signing by both parties and will continue for the number of Winter Seasons specified below and as described in the Addendum, or until terminated by either party upon thirty (30) days prior written notice to the other party (regardless of any specified term), or until terminated by mutual written agreement of Client and Company.

Term of Agreement (Select One): 2023-2024 Snow Season 2024-2025 Snow Season 2025-2026 Snow Season

EACH PERSON SIGNING THIS AGREEMENT ON BEHALF OF A PARTY TO THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH PARTY.

Client has read, agrees to, and is bound by this Agreement, including the General Terms and the Addendum

Client: Leyden Rock Metropolitan District	Company: Keesen Landscape Management, Inc.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

GENERAL TERMS AND CONDITIONS

Authority: Based upon weather forecasts, existing conditions at the time and the Client's property profile as included in the Addendum to this Agreement, or otherwise prepared by Company based on information provided by Client, further subject to the scope of Services and related specifications in the Addendum and according to instructions provided by Client or Client's representative as provided below, and subject to any express limitations and requirements in this Agreement, Company may exercise its reasonable discretion in the applicable manner, timing, type of equipment, materials and labor for performance of any Services.

Client Instructions: If Client or Client's representative instructs Company not to perform any specific Service(s) at any time, Company will not have any liability for any resulting consequences of complying with said instructions. All such instructions must be made in writing and must be received and acknowledged by Company, a minimum of four (4) hours ahead of time in order for Company to make adjustments to Services. Any change in level or scope of Services as specified in the Addendum must be requested by Client in writing and agreed to by Company in writing. Any such changes will be implemented and prioritized by Company after all of Company's other previously contracted services with its clients have been completed. If client becomes aware of a snow related incident or accident, it is the duty of the Client to immediately notify the Company.

Damage: Any property damage caused by Company must be reported to Company in writing within fifteen (15) days after applicable Services are performed (or within such longer period as such damage remains obstructed from view by snow accumulations or pilings). Company will have no responsibility for any such damage if not reported to Company in writing within such timeframe. Surface contact and scraping by plow and shovel blades is required in the process of snow and ice removal and normal wear and tear of surfaces occurs in the process. It is normal to expect landscape and/or vegetation damage when salt and/or de-icing materials are applied to melt snow/ice on Service Areas. Any damage by Company for which it is responsible will be limited to the repair or replacement of the damaged property by Company. Company is not responsible for:

- Repairing or replacing curbing, asphalt, brick pavers, concrete or other hard surfaces or parking lot that are scratched, gouged, or otherwise broken, displaced, or "worn" as a result of normal wear and tear from plowing or clearing;
- Repairing or replacing curbing, asphalt, brick pavers, concrete or other hard surfaces or borders that are damaged due to corrosion from salt or de-icing materials or which are already in disrepair, well-worn, crumbling, or otherwise not in adequate condition to withstand the impact of removing and melting snow and ice;
- Damage to landscaping caused by salt or de-icer run off or by the piling of snow;
- Damage done to speedbumps (removable speedbumps are recommended to be removed prior to winter); or
- Damage done to concealed items, whether concealed by snow or other factors.

Indemnification: To the fullest extent permitted by law, Client agrees to indemnify, defend and hold harmless Company, its owners and employees, its subcontractors and their employees, and agents of any such parties, from and against any and all liabilities that may arise directly or indirectly in connection with performance of Services under this Agreement, including, without limitation, any liabilities (tort or otherwise), losses, damages or claims due to property damage or personal injury resulting from occurrences caused by thawing and refreezing of snow or ice in Service Areas after plowing or clearing of such Service Areas and any loss, liability, damage or claims that are the result of any actions, inactions, instructions or requests by Client or any limits on the scope of Services contracted for under this Agreement; provided, however, that the foregoing will not apply to any loss, liability, damage or claims resulting from the negligent (or other tortious) acts or omissions of Company or Company's agents or employees.

Insurance: A certificate of insurance for insurance coverage maintained by Company will be provided to Client upon Client's written request.

Limitations:

- Client understands and agrees that it is impracticable for Company to achieve total clearing and elimination of snow and ice from all Service Areas and that the Services may not clear Service Areas to bare concrete or other surface, or otherwise to "bare pavement", and that slippery conditions may continue to prevail even after Services are performed, and Company will have no liability for such conditions. Company is not responsible for snow or ice in areas that are blocked by parked vehicles, otherwise obstructed or not reasonably accessible for the Services.
- Weather and Service Area conditions may change rapidly and without adequate warning and Company will not have any liability or responsibility for such changes. Company is not engaged, nor does it accept engagement, as a continuing monitor of potentially dangerous or unsafe conditions that may arise by reason of any Event or accumulation or related thawing and refreezing at previously plowed/cleared or treated Service Areas. Upon reasonable written notice from Client of any such condition, Company will use its reasonable efforts to provide applicable Services for such condition. Company will not be responsible for Services to potentially dangerous or unsafe conditions for which it has not been given such reasonable written notice or for which it has not had reasonable time to respond.
- Company will not be responsible for any damage, injury, or accident that is the result of or to damaged or worn Service Areas or protrusions in them, and Company will not be responsible for any consequences arising from poor drainage, the lack of storage space for snow or the failure or refusal of Client to permit or provide for removal or

relocation of snow from the Service Areas as part of the Services. Company is not responsible for melting and refreezing of snow and ice from roofs, awnings, gutters, gutter drains, icicles, trees or drifting or piled snow.

- Company will not be responsible for any damages, expenses or injuries that are the result of limitations on or refusal of Services by Client or its duly appointed agent or representative, failure of Client to comply with this Agreement, or caused by the negligence or misconduct of Client, pedestrians, motorists or other third parties. Company will not be responsible for any consequential, incidental or indirect damages.
- Company will only be responsible for Services as specified in this Agreement until the applicable Event ends as defined above and it will be the responsibility of Client to notify Company and obtain Company's agreement for any additional Services to any Service Areas.
- Company is not responsible for any damages, delays or consequences that are directly or indirectly caused by Acts of God, unusual weather conditions, poor site drainage conditions, vandalism, or other events, circumstances or conditions beyond the commercially reasonable control of Company.
- Company makes no representations or warranties except as expressly provided in this Agreement.

Non-Payment: In addition to all other rights and remedies of Company, Client will pay to Company all legal fees and expenses incurred by Company to collect any amounts due from Client. Company may suspend and need not perform any Services if Client fails to pay Company as specified in this Agreement. If any invoice reaches 45 days past due, Company has the right to terminate this Agreement upon ten (10) days' written notice to Client. Upon termination of this Agreement, all open invoices and completed work not yet invoiced, will be due upon receipt of invoice.

Service Area Diagrams / Maps: Client is responsible for providing to Company reasonably detailed diagrams or maps of the Service Areas, clearly indicating the boundaries of the Service Areas, any obstructions in areas to be plowed, and any specific location requirements regarding where to pile or remove snow. If requested by Company, Client will have a Client representative meet with a Company representative at the Service Areas to inspect and verify Service Areas and related conditions and issues.

Miscellaneous:

- Except to the extent otherwise expressly provided for in this Agreement, any notice, instruction, request, consent or required communication under this Agreement will be deemed given only if it is in writing and (a) personally delivered, (b) delivered by a reputable courier / overnight delivery service, with delivery confirmed, or (c) sent by email or text, provided that the intended recipient of such email or text promptly receives and responds to such email or text.
- This Agreement contains the entire agreement between the parties and supersedes all previous agreements and all verbal representations and commitments, and no course of performance, purchase orders or agreements purporting to amend, supplement or explain this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.
- This Agreement is solely for the benefit of the parties hereto and will not be deemed to confer upon or give to any other third party any remedy, claim right, reimbursement right, cause of action or other right. Client may assign its rights under this Agreement only to any successor-in-interest with respect to the Service Areas, which assignment will also require Company's consent. Company may assign its rights under this Agreement to any affiliate or any successor-in-interest to any assets or business of Company, and Company may subcontract any of its obligations under this Agreement.
- This Agreement is deemed made at Company's principal place of business and governed by the laws of the state in which the Service Areas are located. In the event any dispute, controversy or claim arises between the parties with respect to this Agreement (referred to herein as a "dispute"), the parties agree to review, discuss and negotiate in good faith (and with involvement of the most senior officer/representative of each party or their designee if necessary) to resolve it within 30 days after first notice of the dispute. If the parties fail to resolve the dispute within 30 days, the parties will submit it to non-binding mediation to commence within 30 days. If the parties are unable to mutually agree on a mediator, each of the parties will promptly designate a mediator and those mediators will jointly select a mediator who will be the sole mediator. Any mediation proceedings will take place at the Company's principal place of business, or such other location as may be mutually agreed to by the parties, and the mediator's fees, expenses and incidental costs will be shared equally between the parties. If the parties fail to resolve a dispute within 30 days following the commencement of mediation proceedings, each party may pursue any rights or remedies available at law or in equity, provided that any litigation must be brought only in the federal or state judicial district in which Company's principal place of business is located.
- No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement will impair any such right, power or remedy, nor will it be construed as a waiver of any future exercise of any right, power or remedy.
- If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision and the invalid provision will be deemed reformed and enforceable to the fullest extent permitted by applicable law.
- This Agreement may be executed and delivered in counterparts, including by email, facsimile, pdf, or other electronic means.

SNOW & ICE SERVICES AND PRICING ADDENDUM					
Property Address: W. 82nd Avenue & Leyden Rock Drive Arvada, CO 80007	Contract Effective Date: October 1, 2023 (or upon execution of Agreement) End Date: May 31, 2024 Winter Season: 2023 - 2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Primary Contact: Katie Call</td> </tr> <tr> <td style="padding: 2px;">303-518-6815 katie.call@advancehoa.com</td> </tr> <tr> <td style="padding: 2px;">Opp# 98999 - SNOW 2023-2024</td> </tr> </table>	Primary Contact: Katie Call	303-518-6815 katie.call@advancehoa.com	Opp# 98999 - SNOW 2023-2024
Primary Contact: Katie Call					
303-518-6815 katie.call@advancehoa.com					
Opp# 98999 - SNOW 2023-2024					

SCOPE:

The company will commence services at Leyden Rock Metropolitan District only after the "Trigger" depths listed on page listed on page 5 are reached. Any services required before "Trigger" depths are met will need to be requested by the Client in writing. Please also indicate any special requests or property specifics under the "Special Instructions" section on page 5.

PLOWING:

The Company, by use of heavy duty 4-wheel drive trucks or other heavy equipment, will plow Service Areas as direct by the Client. This does not include unpaved surface areas. Plowing is accomplished by mechanically pushing snow to side boundaries and/or with windrowing snow into landscaped areas. The Company, at its sole discretion, will supply the most efficient type of equipment for the property. This Agreement does not provide for physical removal or hauling of snow from site, these services can be completed upon written request by Client.

SHOVELING:

The Company, by use of labor with snow shovels, snow blowers, Snow Rator, ATVs or UTVs, will clear sidewalks as directed by the Contracting Officer. This does not include unpaved surface area. Clearing is accomplished by pushing snow to side boundaries. All perimeter walks will be cleared unless instructed otherwise by the Client in writing. The Company, at its sole discretion, will supply the most efficient type of equipment. This Agreement does not provide for physical removal or hauling of snow from site, these services can be completed upon written request by Client.

DE-ICING:

Unless otherwise noted by the Client in the "Special Instructions" section on page 5, deicing products will be applied to Service Areas as conditions dictate and the Company's sole discretion. It is important to note that deicing products may be corrosive and potentially damaging to pets, plants and turf. Colored concreted and pavers may particularly be susceptible to staining. It is the Client's responsibility to notify the Company of any concrete that is less than one year old or any other areas of concern where deicing products should not be applied. The Company is not responsible for damage caused by deicing products.

EVENT:

Each Event will be deemed to start when accumulations of snow at the Service Areas reaches the specified "Trigger" depth. Once initial services are complete, the Company will monitor the Service Areas and provide any additional services deemed necessary for 24 hours after initial accumulation has ended. Any necessary services prior to the "Trigger" depth being met, or after the 24-hour Event timeframe has ended, will require a written request by the Client.

BLIZZARD and HEAVY SNOW CONDITIONS:

Blizzard conditions or heavy snowfall in excess of 10" will require an adjusted initial service plan. When these conditions are present, as much snow as possible will be cleared from sidewalks, parking lots, drive lanes, and driveways during the initial visit to keep areas "open". Internal sidewalks will be cleared to one shovel width to allow access and perimeter walks (greenbelts, walkways, and sidewalks along City streets) will be cleared post event and after City/County/State snowplows have complete their street removal. Perimeter walks may require specialty equipment due to the depth and severity of plowed up snow on perimeter walks from the City plows. A secondary visit will be done to complete any additional services that were not complete during the initial clearing.

TRIGGER DEPTHS:

Client's Initials	Depth	Service
	2" inches	Clearing of Sidewalks
	2" inches	Plowing of Parking Lots, Drive Lanes, and Streets

RATES:

Hourly & Unit	2023-2024 Season	2024-2025 Season	2025-2026 Season
Plow Truck	\$135.00/hr.	\$135.00/hr.	\$142.00/hr.
Skid Steer	\$165.00/hr.	\$165.00/hr.	\$175.00/hr.
Front End Loader	\$275.00/hr.	\$275.00/hr.	\$290.00/hr.
SnowRator or UTV	\$130.00/hr.	\$140.00/hr.	\$150.00/hr.
ATV or Sidewalk Blade	\$130.00/hr.	\$140.00/hr.	\$150.00/hr.
Snow Blower	\$95.00/hr.	\$95.00/hr.	\$100.00/hr.
Hand Shoveling	\$75.00/hr.	\$75.00/hr.	\$80.00/hr.
Ice Melt	\$1.10 lbs.	\$1.10 lbs.	\$1.20 lbs.
Ice Melt Application	\$75.00/hr.	\$75.00/hr.	\$80.00/hr.
Liquid Magnesium Chloride	\$3.25 gal	\$3.25 gal	\$3.50 gal
Liquid Mag. Chloride Application	\$135.00/hr.	\$135.00/hr.	\$142.00/hr.
Ice Slicer	\$310.00 Ton	\$310.00 Ton	\$330.00 Ton
Ice Slicer Application	\$135.00/hr.	\$135.00/hr.	\$142.00/hr.
Snow Stake Labor	\$60.00/hr.	\$60.00/hr.	\$65.00/hr.
Snow Stakes	\$4.50/hr.	\$4.50/hr.	\$5.00/hr.

All Services are billed on a Time and Material basis, including port to port travel time to the property.

SPECIAL INSTRUCTIONS:

PAYMENT:

Company's invoices will be due and payable by Client upon issuance by Company. Payments may be made by ACH or mail payments to:

Keesen Landscape Management, Inc. P.O. Box 200297, Dallas, TX 75320-0297

Snow Management Agreement valid for 30 days unless approved by Keesen Landscape Management, Inc.

Leyden Rock Metropolitan District (Client):		Keesen Landscape Management, Inc. (Company):	
By:		By:	
Name:		Name:	
Title:	Date:	Title:	Date:

**SECOND AMENDED AND RESTATED RESOLUTION
OF THE BOARD OF DIRECTORS OF
LEYDEN ROCK METROPOLITAN DISTRICT**

ESTABLISHING A LANDSCAPE COMMITTEE

WHEREAS, Leyden Rock Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to §§ 32-1-101, *et seq.*, C.R.S. (the “**Special District Act**”); and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) is empowered to have the management, control, and supervision of all business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Board desires to establish a landscape committee for the purposes of ensuring efficient and effective landscaping services are provided throughout all property owned and/or maintained by the District.

WHEREAS, the Board desires the landscape committee to provide recommendations and suggestions to the Board with respect to District landscaping matters in an effort to promote the health, safety, prosperity, security and general welfare of the inhabitants of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Creation and Establishment of the Landscape Committee. The Board hereby creates and establishes the Leyden Rock Metropolitan District Landscape Committee (the “**Landscape Committee**”).

2. Role of Landscape Committee. The Landscape Committee is established to provide recommendations and suggestions to the Board with respect to landscape matters, as may be requested by the Board from time to time. Such matters may include, but are not limited to, assisting the Board in prioritizing landscape improvement projects within the District.

- a. The Landscape Committee is authorized to assist the Board with the following:
 - i. Review and evaluate landscaping owned, managed and maintained by the District;
 - ii. Provide recommendations and alternatives to the Board concerning the management and long term planning for new landscaping and renovation of existing landscaping;

- iii. Provide recommendations on landscape maintenance;
- iv. Provide recommendation on water conservation measures;
- v. Facilitate community dialogue, public education and outreach regarding landscape maintenance issues;
- vi. Serve as a source for ideas, new concepts, suggestions and innovations about landscape matters;
- vii. Provide advice and recommendations to the District's manager and the Board on District landscape matters; and
- viii. Perform such other functions as directed by the District's manager or the Board.

b. The Landscape Committee does not have the authority to give directions and/or instructions to the District's manager or its employees, or to contractors, consultants or employees of the District, unless otherwise approved by the Board or the District's manager. In addition, the Landscape Committee has only such authority as given by the Board and has no authority to bind the District. All communication with and direction to consultants, contractors and vendors is the sole responsibility of the Board and the District's manager.

3. Committee Members. The Landscape Committee members will be appointed by the Board from time to time as reflected in the minutes of the Board meeting at which such appointment is made. The Landscape Committee shall not exceed a total of twenty (20) members, acting in a volunteer capacity. Each Landscape Committee member shall serve for a term of one (1) year from the date of their appointment, and may, upon expiration of their term, be reappointed in the discretion of the Board. Each Landscape Committee member, at the time of appointment and continuing uninterrupted thereafter while serving on the Landscape Committee, shall be an "Eligible Elector" of the District, as such term is defined in the Special District Act. The Landscape Committee members shall serve at the pleasure of the Board and may be removed at any time, with or without cause, by the Board. The Landscape Committee members shall serve as volunteers and are not entitled to any compensation for their service on the Landscape Committee, but are entitled to reimbursement for any pre-approved out-of-pocket costs incurred by them for Landscape Committee purposes, subject to budget limitations. The Landscape Committee members shall, from among the membership of the Landscape Committee, select one of them to act as the chairperson of the Landscape Committee.

4. Conflicts of Interest. If any members of the Landscape Committee conclude that they have a conflict of interest or an appearance of fairness problem with respect to a matter pending before the Landscape Committee so that they cannot discharge their duties on the Landscape Committee, they shall disqualify themselves from participating in the deliberations and the decision-making process with respect to the matter.

5. Point of Contact. The Landscape Committee's primary point of contact is the District's manager.

6. Amendment. The District expressly reserves the right to amend, revise, redact, and/or repeal the Landscape Committee's authority granted in this Resolution in whole or in part, from time to time in order to further the purpose of carrying on the business, objects, and affairs of the District. The foregoing shall specifically include, but not be limited to, the right to remove Landscape Committee members, increase the number of Landscape Committee Members, add to or reduce the authority of the Landscape Committee, eliminate the Landscape Committee or change the budget allocated to the Landscape Committee, all in the Board's sole and absolute discretion.

7. Severability. If any term or provision of this Resolution is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the remainder of the resolution or rules and regulations, as a whole, but shall be severed, leaving the remaining terms or provisions in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

[Signature page follows.]

RESOLVED, ADOPTED AND APPROVED this 15th day of August, 2023.

LEYDEN ROCK METROPOLITAN DISTRICT

Officer of the District

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature page to Second Amended and Restated Resolution of the Board of Directors of Leyden
Rock Metropolitan District Establishing a Landscape Committee

**SECOND AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT**
(Pool Gate Monitor)

This SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the “**Second Amendment**”) is entered into the 15th day of August 2023, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and MILE HIGH POOLS LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the Parties entered into an Independent Contractor Agreement, dated April 6, 2022, as amended by the First Amendment to Independent Contract Agreement, dated November 15, 2022 (collectively, the “**Agreement**”); and

WHEREAS, the Parties desire to extend the termination date of the Agreement.

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

TERMS AND CONDITIONS

1. Amendment to Term. The Parties hereby amend Paragraph 2 of the Agreement by replacing “September 4, 2023” with “September 10, 2023” and the first sentence of the Scope of Services set forth in Exhibit A of the Agreement by replacing “September 4, 2023 (Labor Day weekend)” with “September 10, 2023.”
2. Prior Provisions Effective. Except as specially amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.
3. Counterpart Execution. This Second Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this Second Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Second Amendment.

[Signature Pages Follow.]

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

LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Second Amendment to Independent Contractor Agreement for Pool Gate Monitor with Leyden Rock Metropolitan District,
Dated August 15, 2023*

MILE HIGH POOLS LLC, a Colorado
limited liability company

Printed Name

Title

*Contractor's Signature Page to Second Amendment to Independent Contractor Agreement for
Pool Gate Monitor with Leyden Rock Metropolitan District,
dated August 15, 2023*