

**LEYDEN ROCK METROPOLITAN DISTRICT
SPECIAL MEETING**

Leyden Rock Clubhouse (17685 W.
83rd Dr., Arvada, CO) and Via
Teleconference
Tuesday, August 20th, 2024 at 6:00 PM
<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 Ardita, Assistant Secretary	Term to May 2025
Jen Langhals, Director	Term to May 2025

Link:

<https://us06web.zoom.us/j/87069321837?pwd=4Mct7CeO9uhmj2CM2NeOF4vwINEa3y.1>

Meeting ID: 870 6932 1837

Passcode: 379467

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

NOTICE OF SPECIAL MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Consider Election of Officers
5. 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.
6. Consent Agenda:
 - a. Approval of Minutes from July 16th, 2024 Special Meeting (**enclosure**)
 - b. Approval of Minutes from July 16th, 2024 Annual Meeting (**enclosure**)
7. Legal Matters
 - a. Discussion and Consider Approval of Updates to Section 3.38 Lights/Lighting Section in the Amended and Restated Residential Improvement Guidelines and Site Restrictions (**enclosure**)
 - b. Consider Adoption of Resolution Adopting a Digital Accessibility Policy and Designating a Compliance Officer (**enclosure**)
 - c. Discussion Regarding Proposed Location of Cell Phone Tower (**enclosure**)
 - d. Other Legal Matters
8. Financial Matters
 - a. Consider Approval of Payables/Financials (**enclosure**)

2024 Regular Meetings

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

- b. Other Financial Matters
- 9. District Management Matters
 - a. District Manager's Report (**enclosure**)
 - b. Discussion and Consider Approval of 2024-2025 Snow Removal Services with Keesen Landscape (**to be distributed**)
 - c. Discussion and Consider Approval of Filing 3 Trail Restoration (**enclosure**)
 - d. Discussion and Consider Approval of Filing 5 Trail Storm Restoration (**enclosure**)
 - e. Discussion and Consider Approval of Various Bed Cleanups and Plantings (**enclosure**)
 - f. Discussion and Consider Approval of Fall Flowers (**enclosure**)
 - g. Discussion and Consider Approval of Holiday Lighting (**enclosure**)
 - h. Discussion and Consider Approval of SDA Conference Attendance (**enclosure**)
 - i. Other Management Matters
- 10. Capital Projects Discussion
 - a. Discussion and Approval of Proposal for Design Development and Construction with The Architerra Group (**enclosure**)
 - b. Discussion and Approval of Preliminary Project Schedule from The Architerra Group (**enclosure**)
 - c. Other Capital Project Matters
- 11. Director's Matters
 - a. Discussion Regarding Temporary Irrigation on W. 84th Trail
 - b. Other Director's Matters
- 12. Other Business
 - a. 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 Loft & Blush Interiors, LLC.
- 13. Adjourn

2024 Regular Meetings

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

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, July 16th, 2024, at 6:00 P.M. via teleconference and at 17685 W. 83rd Dr., Arvada, CO

Attendance

The special 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 Ardit

Also present: Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Katie Call and Christine Ahern, AdvanceHOA, District Management; Angie Sherman, Keesen Landscape; Matt Shepayo and Tyler Desmet, Preservation Tree Care; 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. Murphy advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Murphy 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. Murphy 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 regarding 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. Bommer introduced himself and thanked the Board.

Mr. Hill attended the Annual meeting. Mr. Hill noted that he had trouble viewing the Zoom presentation and requested that the meeting packet be posted online.

Consent Agenda

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

- Minutes from June 18, 2024 Special Meeting;
- Independent Contractor Agreement with Moon Hopper Inflatables, LLC for Bounce House Rental;
- Independent Contractor Agreement with Sherri MacLean d/b/a Fantastic Facepainting for Face Painting Services; and
- Independent Contractor Agreement with Tay's Esthetics LLC d/b/a Taylor Rose Beauty for Hair Art Services

Financial Matters

Consider Approval of Payables/Financials

Director Cunningham presented the Claims dated June 14, 2024 through July 11, 2024 in the amount of \$83,860.26 to the Board. Following discussion, upon a motion duly made and seconded the Board unanimously approved the claims.

Other Financial Matters

None.

District Management Matters

District Manager's Report

Ms. Call presented the report to the Board.

Discussion and Consider Approval of Keesen Landscape Proposal for Trail Breezeway, Cobble Swale, and Catch Basin

Ms. Call presented the Keesen Proposal for Trail Breezeway, Cobble Swale, and Catch Basin to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

Discussion and Consider Approval of Keesen Landscape Proposal for Filing 2 Trail Restoration (Lower Section)

Ms. Sherman presented the proposal for Filing 2 Trail Restoration (Lower Section) to the Board. The Board engaged in discussion noting the trail is located on City of Arvada property. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal, subject to approval from the City of Arvada and subject to confirmation of the District's expected financial contribution.

Discussion and Consider Approval of Preservation Tree Care Proposal for Common Area Dead Tree Removal and New Tree Installation Mr. Shepayo presented the Proposal for Common Area Dead Tree Removal and New Tree Installation to the Board. The Board engaged in discussion regarding replacement trees. Following discussion, upon a motion duly made and seconded, the Board approved the proposal subject to final approval by Director Vernon and Director Arditia. Director Plummer voted against approval of the proposal.

Discussion Regarding District Website Documents Ms. Murphy engaged in discussion with the Board regarding district website documents.

Other Management Matters None.

Director's Matters

Consider Appointment of Director to Fill Vacancy Ms. Murphy engaged in discussion with the Board regarding the vacancy on the Board. The Board noted they solicited resumes and letters of intent. Following discussion, upon a motion duly made and seconded, the Board unanimously appointed Jen Langhals to the Board.

Other Director's Matters Director Cuningham noted W. 84th Trail has drainage issues to be addressed.

Director Arditia noted a resident lost a tree located in District property behind their house. The Board engaged in discussion regarding the District's responsibility for tree replacement throughout the community.

Director Vernon noted he received correspondence from a resident noting her mother fell trying to get the mail. The City of Arvada will fix the sidewalk.

Capital Projects Discussion

Other Capital Project Matters Director Vernon noted he approved invoices from Architerra Group and requested detailed plans be prepared and submitted to the City of Arvada.

Legal Matters

Consider Approval of Ms. Murphy presented the Option and Ground Lease Agreement to

Option and Ground Lease Agreement with Crown Castle Towers 06-2 LLC

the Board. Ms. Murphy noted the terms match the terms that were previously approved by the Board. Ms. Murphy noted the agreement does not include the exhibit showing the location of the easement and does not guarantee cell phone providers will provide service to the community. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agreement, subject to final review of the exhibits.

Consider Approval of Memorandum of Option and Ground Lease Agreement with Crown Castle Towers 06-2 LLC

Ms. Murphy presented the Memorandum of Option and Ground Lease Agreement to the Board. Ms. Murphy noted the terms match the terms that were previously approved by the Board. Ms. Murphy noted the agreement does not include the exhibit showing the location of the easement and does not guarantee cell phone providers will provide service to the community. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the memorandum, subject to final review of the exhibits.

Consider Approval of Independent Contractor Agreement with Polynesian Party Planners Inc. for Polynesian Entertainment Services

Ms. Murphy presented the Independent Contractor Agreement with Polynesian Party Planners Inc. for Polynesian Entertainment Services to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agreement.

**Director Plummer left the meeting*

Other Legal Matters

None.

Other Business

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 vandalism at the Leyden Rock Clubhouse. s to vandalism at the Leyden Rock Clubhouse.

Upon a motion duly made and seconded, followed by an affirmative vote of at least two-thirds of the quorum present, the Board entered into executive session at 7:40 p.m. for the purpose of receiving legal advice as it relates to vandalism at the Leyden Rock Clubhouse pursuant to Section 24-6-402(4)(b), C.R.S.

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of the portion of this executive session that, in the opinion of legal counsel to the District, constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

Also pursuant to Section 24-6-402(4), C.R.S., the Board did not adopt any proposed policy, position, resolution, rule, regulation or take formal action during executive session.

The Board reconvened in regular session at 7:49 p.m.

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 20th day of August, 2024.

ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Leyden Rock Metropolitan District, I attended the executive session at the special meeting of Leyden Rock Metropolitan District convened at 7:40 p.m. on Tuesday, July 18th, 2024 for the sole purpose of discussing vandalism at the Leyden Rock Clubhouse as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Megan J. Murphy, Esq.

MINUTES OF THE ANNUAL MEETING
PURSUANT TO §32-1-903(6), C.R.S.
OF THE BOARD OF DIRECTORS OF
LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, July 16th, 2024 at 5:30 p.m.

The meeting was held at 17685 W. 83rd Dr., Arvada, CO and via Zoom.

Attendance

The meeting was held in accordance with the laws of the State of Colorado. The following directors were in attendance:

Brett Vernon
Scott J. Plummer
Jeff Cunningham

Also present were: Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron; Katie Call and Christine Ahern, AdvanceHOA Management; and members of the public.

Call to Order:

The meeting was called to order at 5:32 p.m.

**Presentation Regarding
the Status of Public
Infrastructure Projects
within the District**

Ms. Call presented the status of Public Infrastructure Projects within the District.

No action was taken by the Board.

**Presentation Regarding
Outstanding Bonds (if
necessary)**

Director Cunningham presented the Outstanding Bonds.

No action was taken by the Board.

**Review of Unaudited
Financial Statements**

Director Cunningham presented the Unaudited Financial Statements.

No action was taken by the Board.

Open Floor for Questions

None.

Adjournment

Upon a motion duly made, seconded, and upon vote, unanimously carried, the meeting was adjourned.

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

Secretary for the Meeting

**RESIDENTIAL
IMPROVEMENT GUIDELINES
AND SITE RESTRICTIONS FOR**

**LEYDEN ROCK
METROPOLITAN DISTRICT**

REVISED August 20, 2024

TABLE OF CONTENTS

Table of Contents

1	INTRODUCTION	1
1.1	Basis for Guidelines.....	1
1.2	Definitions	1
1.3	Contents of Guidelines	2
1.4	Architectural Review Committee or Representative	2
1.5	ARC Contact Information.....	2
1.6	Effect of Covenants	2
1.7	Effect of Governmental and Other Regulations.....	2
1.8	Interference with Utilities	3
1.9	Goal of Guidelines.....	3
2	PROCEDURES FOR ARC APPROVAL	4
2.1	General	4
2.2	Drawings or Plans.....	4
2.3	Submission of Drawings and Plans	5
2.4	Action by ARC	5
2.5	Revisions and Additions to Approved Plans	6
2.6	Completion of Work.....	6
2.7	Notice of Completion	6
2.8	Inspection of Work	7
2.9	Notice of Non-Compliance.....	7
2.10	Correction of Non-Compliance	7
2.11	Amendment	7
2.12	Questions	7
3	SPECIFIC TYPES OF IMPROVEMENTS / SITE RESTRICTIONS	8
3.1	General	8
3.1.1	Variances	8
3.1.2	No Unsightliness	8
3.1.3	Waivers; No Precedent	8
3.1.4	Liability	9
3.2	Accessory Buildings	9
3.3	Additions and Expansions	10
3.4	Address Numbers	10

3.5	Air Conditioning Equipment	10
3.6	Antennae/Satellite Dishes	11
3.6.1	General Provisions.....	11
3.6.2	Installation of Antennae/Satellite Dishes.....	12
3.7	Artificial Turf.	12
3.8	Awnings.....	13
3.9	Backyard Sport Pads.....	13
3.10	Balconies	13
3.11	Barbecue/Gas Grills.....	13
3.12	Basketball Backboards, Permanent and Portable	13
3.13	Birdbaths.....	14
3.14	Birdhouses and Bird Feeders	14
3.15	Carports	14
3.16	Clothes Lines and Hangers	14
3.17	Cloth or Canvas Overhangs	14
3.18	Decks 14	
3.19	Dog Houses	15
3.20	Dog Runs	15
3.21	Doors 16	
3.22	Drainage	16
3.24	Evaporative Coolers.....	17
3.25	Exterior Lighting	17
3.26	Fences 17	
3.26.2	Theme Fencing	17
3.26.3	Fence Designs.....	18
3.26.4	Maintenance/Staining	18
3.26.5	Additional Fence Requirements.....	18
3.26.6	Prior Approved Fencing	19
3.26.7	Pet Fencing	19
3.27	Fire Pits.....	19
3.28	Firewood Storage.....	19
3.29	Flags/Flagpoles	20
3.30	Gardens – Flower or Vegetable	20
3.31	Gazebos	20
3.32	Grading and Grade Changes	21

3.33	Greenhouses	21
3.34	Hanging of Clothes	21
3.35	Hot Tubs and Jacuzzis	21
3.36	Kennels	21
3.37	Landscaping	21
3.38	Lights and Lighting	22
3.39	Ornaments/Art - Landscape/Yard	24
3.40	Overhangs/Sunshades/Awnings- Cloth or Canvas	24
3.41	Painting	25
3.42	Patio Covers	26
3.43	Patios - Enclosed	26
3.44	Patios - Open	26
3.45	Paving	26
3.46	Pipes	27
3.47	Play Structures and Equipment	27
3.48	Playhouses	27
3.49	Poles	27
3.50	Ponds and Water Features	27
3.51	Pools	28
3.52	Radio Antennae	28
3.53	Radon Mitigation Systems	28
3.54	Roofing Materials	28
3.55	Rooftop Equipment	28
3.56	Satellite Dishes	29
3.57	Saunas	29
3.58	Screen Doors	29
3.59	Seasonal Decorations	29
3.60	Security Devices	29
3.61	Sheds	29
3.62	Shutters - Exterior	29
3.63	Siding	30
3.64	Signs	30
3.65	Solar and Renewable Energy Devices	30
3.66	Spas	31
3.67	Statues or Fountains	31

3.68	Storage Sheds	31
3.69	Sunshades	31
3.70	Swamp Coolers	31
3.71	Swing Sets	31
3.72	Television Antennae	31
3.73	Tree Houses	31
3.74	Vanes	31
3.75	Vents	32
3.76	Walls	32
3.77	Walls, Retaining	32
3.78	Weather Vanes and Directionals	32
3.79	Wind Electric Generators	32
3.80	Windows Replacement	32
3.81	Windows: Tinting, Security Bars, Well Covers, etc.	32
3.82	Work Involving Metropolitan District Property	33
3.83	Xeriscape	33
	EXHIBIT A DISTRICT FENCE SPECIFICATION	35
	EXHIBIT B LANDSCAPE REQUIREMENTS	38
	EXHIBIT C LEYDEN ROCK LOT SIZE MAP	44

1 INTRODUCTION

1.1 Basis for Guidelines

These Residential Improvement Guidelines and Site Restrictions (the “Guidelines”) are intended to assist Owners living in the Leyden Rock Community (the “Community”) in implementing landscaping and other Improvements to their property. The Covenants and Restrictions of Leyden Rock (the “Covenants”) require prior approval from the Architectural Review Committee (the “ARC”) before the construction, erection, placement, alteration, planting, application, installation, or modification of any Improvement upon any Unit shall be made. In order to assist Owners, the ARC desires to establish certain pre-approved designs for several types of Improvements and to exempt certain Improvements from the requirement for approval. This booklet contains the guidelines established by the ARC with respect to property subject to the Covenants, which guidelines have been approved by the governing board of Leyden Rock Metropolitan District (the “District”), as provided in the Covenants. Your property may also be subject to regulation by a separate homeowners association. Owners are also responsible for compliance with any other documents applicable to their individual neighborhood.

Some types of Improvements may fall under one or more heading in these Guidelines. Make sure that your proposed Improvement complies with the requirements in all categories, or that it is clear you are seeking to install an Improvement in a manner that is not within the scope of one of the headings (e.g., Yard Ornaments, Birdhouses, and Statues).

1.2 Definitions

All capitalized words and phrases used in these Guidelines have the same meaning as provided in the Covenants unless otherwise specifically defined in these Guidelines. For ease of reference, “Improvements” are all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind, and all landscaping features, including buildings, outbuildings, swimming pools, hot tubs, satellite dishes, tennis courts, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, driveways, dog runs, fences, including gates in fences, basketball backboards and hoops, swingsets or other play structures, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, groundcover, exterior light fixtures, poles, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment, if any.

1.3 Contents of Guidelines

In addition to the introductory material, these Guidelines contain (A) a summary of procedures for obtaining approval from the ARC (see Section 2); and (B) a listing of specific types of improvements that Owners might wish to make with specific information as to each of these types of Improvements (see Section 3).

1.4 Architectural Review Committee or Representative

The ARC consists of persons, representatives or a committee appointed to review requests for approval of architectural or site changes.

1.5 ARC Contact Information

The contact information of the ARC, persons, committee or representative authorized to administer the architectural review process is:

COMPANY NAME	OFFICE	ELECTRONIC CONTACT INFO
Advance HOA Management	(303) 423-0270	leydenrocklife.com

1.6 Effect of Covenants

The Covenants govern the Property within the Community. Each Owner should review and become familiar with the Covenants. Nothing in these Guidelines supersedes or alters the provisions or requirements of the Covenants and, if there is any conflict or inconsistency, the Covenants will control.

Approval by the ARC does not constitute any assurance that such improvement complies with any additional governing documents or other rules issued by a homeowners association and applicable to a particular Lot.

1.7 Effect of Governmental and Other Regulations

Use of property within the Community and any Improvements must comply with any applicable building codes and other governmental requirements and regulations. Owners are encouraged to contact Jefferson County and the City of Arvada for further information and requirements for Improvements they wish to make.

APPROVAL BY THE ARC DOES NOT CONSTITUTE ASSURANCE THAT IMPROVEMENTS COMPLY WITH APPLICABLE GOVERNMENTAL REQUIREMENTS OR REGULATIONS OR THAT A PERMIT OR APPROVALS ARE NOT ALSO REQUIRED FROM APPLICABLE GOVERNMENTAL BODIES.

OWNERS ARE RESPONSIBLE FOR OBTAINING ANY REQUIRED PERMITS FROM APPLICABLE GOVERNMENTAL BODIES AND FOR COMPLIANCE WITH ALL APPLICABLE GOVERNMENTAL REQUIREMENTS OR REGULATIONS.

1.8 Interference with Utilities

In making Improvements to property, Owners are responsible for locating all water, sewer, gas, electrical, cable television, or other utility lines or easements. Owners should not construct any Improvements over such easements without the consent of the utility involved, and Owners will be responsible for any damage to any utility lines. All underground utility lines and easements can be located by contacting:

**Utility Notification Center of Colorado
1-800-922-1987**

1.9 Goal of Guidelines

Compliance with these Guidelines and the provisions of the Covenants will help preserve the inherent architectural and aesthetic quality of the Community. It is the responsibility of the ARC to ensure that all proposed Improvements meet or exceed the requirements of these Guidelines and to promote the highest quality design for the neighborhood. It is important that Improvements to property be made in harmony with and not detrimental to the rest of the Community. A spirit of cooperation with the ARC and neighbors will go far in creating an optimum environment, which will benefit all Owners. By following these Guidelines and obtaining prior written approval for Improvements to property from the ARC, Owners will be protecting their financial investment and will help insure that Improvements to property are compatible with standards established for the Community. If a question ever arises as to the correct interpretation of any terms, phrases or language contained in these Guidelines, the ARC's interpretation shall be final and binding.

2 PROCEDURES FOR ARC APPROVAL

2.1 General

As indicated in Section 3 of these Guidelines, there are some cases in which advance written approval of the ARC is not required if the Guidelines with respect to that specific type of Improvement are followed. In a few cases, as indicated in Section 3, a specific type of Improvement is not permitted under any circumstances. In all other cases, including Improvements not included in Section 3, advance, or prior written approval by the ARC is required before an Improvement to property is commenced.

2.2 Drawings or Plans

Owners are required to submit to the ARC a completed Architectural Review Request Form (“ARR”), which forms are available from the person or entity listed in Section 1.5, and complete plans and specifications, said plans and specifications to show exterior design, height, materials, color, location of the structure or addition to the structure, plotted horizontally and vertically, location and size of driveways, general plan of landscaping, fencing, walls, windbreaks, and grading plan, as well as such other materials and information as may be required, and receive written approval of the same from the ARC, prior to commencement of work on any Improvement to property. The ARC may request submission of an ARR in hard copy in addition to any electronic copy. In most cases, the materials to be submitted will not have to be professionally prepared by an architect, a landscape architect, or draftsman, and a simple drawing with dimensions and description will be sufficient, but the ARC will notify an Owner if additional materials must be submitted. In the case of major improvements, such as room additions, structural changes or accessory building construction, detailed plans, and specifications, prepared by a licensed architect, may be required. Whether done by the Owner, or professionally, the following guidelines should be followed in preparing drawings or plans:

- A.** The drawing or plan should be done to scale and shall depict the property lines of your Unit and the outside boundary lines of the home as located on the Unit. If you have a copy of an improvement survey of your Unit obtained when you purchased it, this survey would be an excellent base from which to start.
- B.** Existing Improvements, in addition to your home, should be shown on the drawing or plan and identified or labeled. Such existing Improvements include driveways, walks, decks, trees, shrubs, fences, flowerbeds, hardscape areas, etc. The proposed Improvements should

be shown on the plan and labeled. Either on the plan or on an attachment, there should be a brief description of the proposed Improvement, including the materials to be used and the colors. For Example: Redwood deck, ten (10) feet by twelve (12) feet with two inch by four inch (2"x4") decking and natural stain.

- C. The plan or drawing and other materials should include the name of the Owner, the address of the home, the lot, block and filing number of the Unit, and the e-mail address and telephone number where the Owner can be reached.
- D. The proposed Improvements must take into consideration the easements, building location restrictions and sight distance limitations at intersections. Owners should review the recorded plat for this information.
- E. Owners should be aware that many Improvements require a permit from Jefferson County or other governmental entity. The ARC reserves the right to require a copy of such permit as a condition of its approval.
- F. In some instances, elevation drawings of the proposed Improvement will be required. The elevation drawings should indicate materials.
- G. Photographs of existing conditions and of proposed materials and colors are encouraged to be included, and are helpful to convey the intended design, but should not be used solely to describe the proposed changes.

2.3 Submission of Drawings and Plans

A copy of the drawing or plans (minimum acceptable size 8.5" x 11") must be submitted to the ARC along with a completed ARR. Color photographs, brochures, paint swatches, etc. will help expedite the approval process. Specific dimensions and locations are required.

Any costs incurred by the ARC for review of submittals shall be borne by the Owner and shall be payable prior to final approval. Any reasonable engineering consultant fees or other fees incurred by the ARC in reviewing any submission will be assessed to the Owner requesting approval of the submission.

2.4 Action by ARC

The ARC will meet as required to review plans submitted for approval. The ARC may require submission of additional information or material, and the request will be deemed denied until all required information and materials have been submitted. The ARC will act upon all requests in

writing within forty-five (45) days after the complete submission of plans, specifications, and other materials and information as requested by the ARC. If the ARC fails to review and approve in writing (which may be with conditions and/or requirements) or disapprove, a request for architectural approval within forty-five (45) days after the complete submission of the plans, specifications, materials, and other information with respect thereto, such request is deemed approved by the ARC. A submission is not deemed "complete" if the ARC requests additional or revised drawings, plans, or other information. No rights of appeal are permitted except as expressly contemplated by the Resolution establishing the ARC.

2.5 Revisions and Additions to Approved Plans

Any revisions and/or additions to approved plans made by the Owner or as required by any governmental agency, must be re-submitted for approval by the ARC. The revised plans must follow the requirements as outlined above.

2.6 Completion of Work

After approval (which may be with conditions and/or requirements) of any proposed Improvement by the ARC, the proposed Improvement shall be completed and constructed as promptly and diligently as possible, and in complete conformity with all conditions and requirements of the approval. Failure to complete the proposed Improvement within one year from the date of the approval or within the time frames required for the installation of landscaping as set forth in the Covenants (the "Completion Deadline"), or to complete the Improvement in complete conformance with the conditions and requirements of the approval, shall constitute noncompliance; provided, however, that the ARC may grant extensions of time to individual Owners for completion of any proposed Improvements, either (a) at the time of initial approval of such Improvements, or (b) upon the request of any Owner, provided such request is delivered to the ARC in writing and the Owner is diligently prosecuting completion of the subject Improvements or other good cause exists at the time such request is made.

2.7 Notice of Completion

Upon the completion of an Improvement, the applicant for approval of the same shall give a written "Notice of Completion" to the ARC. Until the date of receipt of such Notice of Completion, the ARC shall not be deemed to have notice of completion of any Improvement on which approval (which may be with conditions and/or requirements) has been sought and granted as provided in this Section.

2.8 Inspection of Work

The ARC, or its duly authorized representative, shall have the right to inspect any Improvement at any time, including prior to or after completion, in order to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Section.

2.9 Notice of Non-Compliance

If, as a result of inspections or otherwise, the ARC determines that any Improvement has been done without obtaining all required approvals (which may be with conditions and/or requirements), or was not done in substantial compliance with the approval that was granted, or has not been completed by the Completion Deadline, subject to any extensions of time granted pursuant to Section 2.6 hereof, then the ARC shall notify the District of the non-compliance, and the District shall then notify the applicant in writing of the non-compliance (the "Notice of Non-Compliance"). The Notice of Non-Compliance shall specify the particulars of the non-compliance.

2.10 Correction of Non-Compliance

If the ARC determines that a non-compliance exists, the Person responsible for such non-compliance shall remedy or remove the same within not more than forty-five (45) days from the date of receipt of the Notice of Non-Compliance. If such Person does not comply with the ruling within such period, the ARC shall notify the District, and the District may, at its option, record a notice of non-compliance against the Unit on which the non-compliance exists, may impose fines, penalties and interest, may remove the non-complying Improvement, or may otherwise remedy the non-compliance, and the Person responsible for such non-compliance shall reimburse the District, upon demand, for all costs and expenses, as well as anticipated costs and expenses, with respect thereto.

2.11 Amendment

These Guidelines may at any time, from time to time, be added to, deleted from, repealed, amended, and modified, reenacted, or otherwise changed by the ARC, with the approval of the Person authorized to appoint the ARC, as changing conditions and/or priorities dictate.

2.12 Questions

If you have any questions about the foregoing procedures, feel free to

contact the ARC at the phone number and address listed in the Section 1.5 of these Guidelines.

3 SPECIFIC TYPES OF IMPROVEMENTS / SITE RESTRICTIONS

3.1 General

The following is a listing, in alphabetical order, of a wide variety of specific types of Improvements which Owners typically consider installing, with pertinent information as to each. Unless otherwise specifically stated, drawings or plans for a proposed Improvement must be submitted to the ARC and written approval of the ARC obtained before the Improvements are made. In some cases, where it is specifically so noted, an Owner may proceed with the Improvements without advance approval if the Owner follows the stated guideline. In some cases, where specifically stated, some types of Improvements are prohibited. ARC review and approval is required on any external items not be listed below.

3.1.1 Variances

Approval of any proposed plans by the granting of a variance from compliance with any of the provisions of these Guidelines is at the sole discretion of the ARC when practical difficulties such as topography, natural obstructions, hardship, or environmental considerations may require a variance to prevent unnecessary hardship. Any such variance granted is limited to the specific property, provision, and instance covered by the variance, and does not waive any of the terms and provisions of the Covenants or these Guidelines as to any other Owner, Lot, or Unit. A variance from the Covenants or these Guidelines is not a variance as to the requirements of any other entity with jurisdiction of the Lot or Unit.

3.1.2 No Unsightliness

All unsightly conditions, structures, facilities, equipment, and objects, including snow removal equipment and garden or maintenance equipment, when not in actual use, must be enclosed within a structure or screened from other Units and rights of way in a manner approved by the ARC.

3.1.3 Waivers; No Precedent

The approval or consent of the ARC to any application for approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent as to any application or other matters whatsoever, as to which approval or consent may subsequently or additionally be required. Nor shall any such approval or consent be deemed to constitute a precedent in any other matter. Each property is unique and is subject to

individual review and consideration, but in no case will the ARC act in a manner that is arbitrary, capricious, or discriminatory.

3.1.4 Liability

The Metropolitan District, ARC, and the officers, directors, and members thereof shall not be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction. Neither the Metropolitan District nor the ARC shall bear any responsibility for ensuring structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. The ARC will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to property with respect to architectural requests and shall not be liable for any disputes relating to the same.

3.2 Accessory Buildings

Approval is required. Approval will be based upon, but not limited to, the following criteria:

- A.** “Accessory Buildings” include, by way of example and not limitation, storage sheds, garages, greenhouses, and gazebos. Playhouses and play structures are not considered Accessory Buildings. Chicken coops are not permitted. Accessory Buildings may only be located in the rear yard, except and unless expressly permitted in another location by the ARC.
- B.** Accessory Buildings must be aesthetically compatible and consistent with the style and character of the home and other homes in the same general area of the Community. Accessory Buildings shall not be more than ten (10) feet by ten (10) feet, and shall not be more than eleven (11) feet high at the peak. The roof pitch must be complementary to the existing roof on the home, unless otherwise approved by the ARC. Accessory Buildings must be permanent in nature.
- C.** Siding, roofing, and trim materials must match those on the home, unless otherwise approved by the ARC. Metal, plastic, PVC, and other materials not consistent with original construction by the Builder are not permitted. TREX and engineered composite wood type products consistent with original Builder construction are permitted.
- D.** Smaller Units may not have a suitable location for an Accessory Building. In any case, no more than one (1) Accessory Building and one (1) playhouse (see Section 3.48, Playhouses) shall be permitted per

Unit.

- E. The ARC, in reviewing and approving or denying an application for approval of an Accessory Building, shall take into consideration lot size, square footage of the home, the existing grading, fence locations, landscape screenings, etc.
- F. Any utilities serving the Accessory Building shall be underground.
- G. All setbacks required of the home must be observed when placing Accessory Buildings. A copy of the home's plot plan filed with the location of the proposed accessory building is required with the ARR.

3.3 Additions and Expansions

Approval is required. Additions or expansions must be constructed of wood, masonite, glass, brick, stone, or other material as used in construction of the exterior of the home. The design must be the same or generally recognized as a complementary architectural style and meet all design guidelines as may be applicable. Colors must be the same as that of the residence. Patios may not be more than twenty five percent (25%) of the entire rear yard of the Unit unless otherwise approved by the ARC.

3.4 Address Numbers

Approval is required to replace, alter or relocate existing address numbers, unless the address numbers are replaced using the same style, color and type of number currently on the residence.

3.5 Air Conditioning Equipment

Approval is required for all air conditioning equipment including evaporative coolers (swamp coolers) and attic ventilators installed after the initial construction.

Approval is not required for replacement of existing air conditioning equipment with like equipment located in the same location as the equipment being replaced.

No heating, air conditioning, air movement (e.g., swamp coolers) or refrigeration equipment shall be placed or installed on rooftops, or extended from windows. Ground mounted or exterior wall air conditioning equipment installed in the side yard must be installed in a manner so as to minimize visibility from the street and minimize any noise to adjacent property Owners.

3.6 Antennae/Satellite Dishes

3.6.1 General Provisions

Installation of Permitted Antennas in compliance with this section shall not require the approval of the ARC, so long as the installation complies with the following requirements. "Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

- A.** All Permitted Antennas shall be installed with emphasis on being as unobtrusive as possible to the Community. To the extent that reception is not substantially degraded or costs unreasonably increased, all Permitted Antennas shall be screened from view from any street and nearby Units to the maximum extent possible, and placement shall be made in the following order of preference:
 - (1) Inside the structure of the house, not visible from the street
 - (2) Rear yard or side yard, behind and below the fence line
 - (3) Rear yard or side yard, mounted on the house, in the least visible location below roofline
 - (4) Side yard in front of wing fence, screened by and integrated into landscaping
 - (5) Back rooftop
 - (6) Front yard screened by and integrated into landscaping

- B.** If more than one (1) location on the Unit allows for adequate reception without imposing unreasonable expense or delay, the order of preference described above shall be used, and the least visible site shall be selected.

- C.** Permitted Antennas shall not encroach upon common areas or any other Owner's property.

3.6.2 Installation of Antennae/Satellite Dishes

- A.** All installations must comply with all applicable building codes and other governmental regulations, and must be secured so they do not jeopardize the safety of residents or cause damage to adjacent properties. Any installation must strictly comply with FCC guidelines.
- B.** All Permitted Antennas shall be no larger, nor installed more visibly, than is necessary for reception of an acceptable signal.
- C.** Owners are responsible for all costs associated with the Permitted Antenna, including but not limited to costs to install, replace, repair, maintain, relocate, or remove the Permitted Antenna.
- D.** All cabling must be run internally when feasible, must be securely attached, and must be as inconspicuous as possible. Permitted Antennas, masts and any visible wiring may be required to be painted to match the color of the structure to which they are attached. The Owner should check with the installer/vendor for the appropriate type of paint.
- E.** All other antennas, not addressed above, are prohibited without the prior approval of the ARC.

3.7 Artificial Turf.

- A.** Installation of artificial turf is permitted only in the rear yard.
- B.** Allowable face weight must be a minimum of 60 ounces per square yard. The turf must be designed with a highly perforated and permeable backing that allows water and liquid to drain.
- C.** The pile height of the artificial turf shall be minimum of 1 inch, not to exceed 2-inches.
- D.** Artificial turf must be professionally installed and covered by a manufacturer's warranty of at least eight (8) years. Artificial turf must be installed in such a way as to appear seamless and uniform. Only natural colors are acceptable to remain unchanged from the natural green lawn appearance.
- E.** After installation, the turf must be maintained according to the manufacturer's guidelines and warranty requirements to preserve a like-new condition, color, and uniformity with no tears or seams visible. Artificial

turn must be regularly cleaned or sprayed with water to avoid unpleasant odors.

- F. When artificial turf no longer appears natural in color and appearance, or has suffered irreparable damage or wear, the turf must be replaced.

3.8 Awnings

Approval is required. Awnings should be an integral part of the house or patio design. The color shall be complimentary to the exterior of the residence.

See Section 3.40, Overhangs/Sunshades/Awnings – Cloth or Canvas.

3.9 Backyard Sport Pads.

Approval is required. Backyard, concrete pads for “sport” type courts must be approved by the ARC. The ARC will consider backyard sport courts based on pad size, Unit lot size and proximity to other Units. Sport equipment installed or stored on or around the pad must be maintained at all times in a neat and clean manner. The ARC may require drainage or grading certificates to be submitted with the ARR for a backyard sport pad.

3.10 Balconies

See Section 3.18, Decks.

3.11 Barbecue/Gas Grills

Approval is not required. All barbecue grills, smokers, etc. must be stored in the rear yard or within an enclosed structure, not visible from the front of the home.

3.12 Basketball Backboards, Permanent and Portable

Approval is required for permanent pole mounted basketball backboards. Only clear backboards with strong, wind resistant poles will be considered. No basketball backboards shall be attached to the garage. Portable basketball backboards shall be allowed without approval only if the following guidelines are met:

- A. Portable units cannot be placed in the public rights of way, streets, sidewalks or street lawns.

- B. Location must be in the driveway, at least half of the length of the driveway away from the street, or in the side or rear yard.

C. Portable basketball backboards may be left out when not in use only if the backboard, hoop, and net are in good repair. Portable basketball backboards that are not in good repair, including the hoop and net, must be stored out of sight when not in use and may not be left out for more than 24 hours.

3.13 Birdbaths

Approval is not required, subject to the following limitations. Placement in front or side yard is not allowed. Birdbaths are only permitted in the rear yard.

See Section 3.67, Statues or Fountains.

3.14 Birdhouses and Bird Feeders

Approval is not required, subject to the following limitations. If installed in the rear yard and the size is limited to one foot by two feet, no approval is required. No more than three of each of a birdhouse or bird feeder shall be installed on any Unit, but no birdhouses or bird feeders may be installed in a manner that creates a nuisance. Birdhouses or bird feeders may be mounted on a pole, provided the pole shall not exceed five (5) feet in height.

3.15 Carports

Approval will not be granted.

3.16 Clothes Lines and Hangers

Approval is not required, subject to the following limitations. Clotheslines may only be placed in the rear yard. Fixed clotheslines and hangers are not permitted. Temporary drying structures will be permitted so long as such structures are used solely in the rear yard of a lot and are immediately removed from sight after each use. Retractable clotheslines with permanent fixtures require approval.

3.17 Cloth or Canvas Overhangs

See Section 3.40, Overhangs/Sunshades/Awnings – Cloth or Canvas.

3.18 Decks

Approval is required. The deck must be harmonious (in configuration, detail, material, and color) with the architecture of the house. Modifications or additions to Builder installed decks must incorporate the same materials, colors, and detailing as the Builder's or approved existing

deck. TREX or similar engineered composite wood type products are the preferred material for construction. Plastic, PVC, or similar materials are prohibited.

Owners are responsible for obtaining any and all required governmental permits, and complying with all applicable building codes and regulations.

The deck should be located so as not to create an unreasonable level of noise for adjacent property Owners. Decks shall be set back at least 8 feet from the rear property line and at least 3 feet from the side property lines, or such greater setbacks as may be required by other entities.

Changes in grade or drainage pattern must not adversely affect adjoining properties and shall comply with drainage change requirements of the Covenants.

Upper-level decks shall be attached directly to the house. Only ground level decks may be approved as freestanding decks. Decks shall not extend beyond the Unit boundaries into any common area or other Unit. Depending on Unit location and orientation, decks should not project beyond the side walls of the house. The side walls of the house are defined as the major (structural) side walls and do not include bay windows, chimney enclosures, porches or other such projections. In certain situations, stairs and some portions of the deck may extend up to 4' beyond the side walls.

A solid trim board shall be provided on any open side of the deck to conceal the joists and cut ends of the decking. Underdeck screening should be compatible with the architecture of the house and deck. Any lattice must be properly framed and recessed.

Railings and other features such as privacy screens for attached housing must match the approved Builder design.

3.19 Dog Houses

Approval is required. Dog houses are restricted to ten (10) square feet and must be located in a fenced back yard or dog run. Dog houses must be installed at ground level, and must not be visible above the fence. Dog houses must also match the colors and materials of the exterior of the home. Limit of one dog house per Unit.

3.20 Dog Runs

Approval is required. Dog runs must be located in the rear or side yard,

abutting the home and substantially screened from view by planting fast-growing or mature trees or shrubs. Dog runs will be limited to two hundred (200) square feet, unless a variance is granted by the ARC. Dog run fences should be left natural in color and sealed to prevent premature weathering. Dog runs must be made of wood. Please refer to the fence details in **Exhibit A** for approved heights, stains, and designs. Covers (ex: tarps, sheets, blankets, etc.) on dog runs are not allowed.

3.21 Doors

Approval is not required for replacement of an already existing main entrance door to a home or an accessory building if the material matches or is similar to existing doors on the house and if the color is generally accepted as a complimentary color to that of existing doors on the house. Complementary colors would be the body, trim or accent colors of the house or white (for storm/screen doors).

- A. Storm Doors.** Approval is not required for storm doors as long as the door is complementary with the color scheme of the home. Owners wishing to utilize a different color must first obtain approval.
- B. Security Doors and Windows.** All security or security-type doors and windows must be approved prior to installation.

3.22 Drainage

The Covenants require that there be no interference with the established drainage pattern over any property. The established drainage pattern means the drainage pattern which exists at the time final grading of a Unit by the Developer or a Builder is completed. When installing your landscaping, it is very important to ensure that water drains away from the foundation of the house and that the flow patterns prevent water from flowing under or against the house foundation, walkways, sidewalks, and driveways into the street. The ARC may require a report from a drainage engineer as part of landscaping or improvement plan approval. Landscaping and all drainage from downspouts off the house should conform to the established drainage pattern. Sump pump drainage should be vented a reasonable distance from the property line but on the Owner's property, to allow space for absorption. Adverse effects to adjacent properties, including Metropolitan District lands, sidewalks and streets, will not be tolerated and the Owner may be required to clean sidewalks or take other action to mitigate the effects of drainage from his or her Unit.

3.23 Driveways & Driveway Extension

Approval is required for any changes or alterations to driveways. this includes construction of a pull-off area to the side of the driveway and/or driveway extensions. Driveway extensions shall be limited to 2 feet wide per side, immediately adjacent to the existing driveway, and shall be constructed of concrete only. Rocks are considered landscape and will not be considered for driveway extensions. Driveway alterations or extensions shall not alter the existing drainage pattern on the lot. Only clear sealant may be used on the driveway (no colors) and Owners will be required to maintain the driveways against oil spills, spalling/peeling/etc.

3.24 Evaporative Coolers

Approval is required. No rooftop or window mount

installations are allowed. See Section 3.5, Air Conditioning

Equipment.

3.25 Exterior Lighting

See Section 3.38, Lights and Lighting.

3.26 Fences

3.26.1 General Statement

Fences constructed by the Developer or Builder along or abutting property lines, arterial streets, collector streets, and local streets may not be removed, replaced, painted a different color or altered, including, adding a gate, without approval of the ARC.

- A.** If any such fences constructed by the Developer or Builder which are located upon an Owner's property are damaged or destroyed, the Owner shall repair or recondition the same at the Owner's expense.
- B.** Some fences may be located upon property owned by the District and, if so, the approval of the District shall also be obtained before any such fence is removed, replaced, painted, or altered.

3.26.2 Theme Fencing

(Fencing that has been installed by the Developer or Builder along or abutting property lines on residential streets, parks, green belts,

or non-urban areas)

- A. Arterial/Perimeter Fencing (along major roadways): No change in this fencing is permitted without approval of the ARC.
- B. Non-Arterial Fencing: Open fence that is adjacent to or abuts open space shall not be changed.

3.26.3 Fence Designs

All rear or side yard fences along property lines require approval of the ARC.

- A. All fencing shall comply with the fence specifications in **Exhibit A**.
- B. Double fencing of property lines is not permitted.
- C. Wire mesh fencing may, upon approval of the ARC, be installed on the inside of the fence for pet security.
- D. Gates may be installed in fences facing to open space with the written approval of the ARC. Any such gates shall comply with the specifications in **Exhibit A**. As a condition of approval, the owner may be required to execute a recordable Gate Maintenance and Indemnify Agreement relative to the ongoing maintenance of the gate.

3.26.4 Maintenance/Staining

All fences constructed on a Unit shall be maintained, repaired, and replaced by the Owner of such Unit. Regular physical and aesthetic maintenance of fencing is required. All fences must be sealed with a clear waterproof sealant or finished using semi-transparent stain, either of which must be approved by the ARC. Owners are required to submit their staining request to the ARC and this will be reviewed in-house with no additional submittal fee per the Resolution.

The Metropolitan District maintains exterior of fences including staining; homeowners maintain fence interiors and are permitted to stain fence interiors as long as such staining is not visible from the exterior and does not interfere with exterior staining.

3.26.5 Additional Fence Requirements

- A. No electric fences are permitted (other than pet containment

fencing installed below grade).

- B.** Owners are required to obtain any necessary utility locates before installation of any fence.
- C.** It is important to remember that certain drainage patterns may exist along, or under, proposed fence locations. When constructing a fence, be sure to provide for adequate space between the fence and the ground to accommodate these drainage patterns.
- D.** When making a submittal for fencing, include the style and height of the fence, color of stain, and all other descriptive details, as well as an elevation drawing with dimensions of the fence and a plot plan with the location of the fence clearly marked.
- E.** At the discretion of the ARC, Units may have a privacy fence installed to border the deck pad only; provided the deck pad privacy fencing is included in the Unit's fence plan.

3.26.6 Prior Approved Fencing

To the extent that fencing has been previously approved by the ARC based on a prior version of these Guidelines, such fencing will be required to be compliant with this section and **Exhibit A** at such time as the fence is replaced, or whenever any repair is required or made to more than twenty five (25) percent of the existing fencing material.

3.26.7 Pet Fencing

Pet fencing may include any invisible fence on or within the perimeter boundary of an Owner's site per the above fencing standards.

See Section 3.19, Dog Houses and Section 3.20, Dog Runs.

3.27 Fire Pits

Approval is required for all permanent or built-in structures. Built-in fire pits shall not exceed 3' by 3' in size. Approval is not required for portable units.

3.28 Firewood Storage

All firewood must be located in the side or rear yard, must be neatly stacked, shall not be visible from any street or the ground level of any

other Unit, and must not be located so as to block established drainage patterns.

3.29 Flags/Flagpoles

Approval is required for any freestanding flagpole.

Approval is not required for up to one small flagpole mounted to the front of the residence provided that the flags displayed thereon are not permanent. Under no circumstance may the height of the flagpole exceed the height of the roofline of the residence. Flag size cannot exceed five (5) feet in length and three (3) feet in width.

- A.** No more than two (2) flags may be displayed per Lot at any given time.
- B.** The flag shall be no larger than three (3) feet by five (5) feet.
- C.** The flag may be displayed in a window or from a flagpole projecting horizontally from a location on the front of the dwelling. Only one flagpole is permitted per Lot.
- D.** Flags and/or flagpoles shall be replaced as necessary in order to prevent wear and tear.
- E.** Flags may not be illuminated without prior written approval of the ARC. Any request for lighting must detail the type and location of lighting. Lighting shall be placed so as not to disturb Owners of neighboring Units. The District, in its sole discretion, reserves the right to require removal of any flag which does not comply or which creates a nuisance to surrounding properties.
- F.** No flags of any kind may be placed on the Common Areas without prior authorization of the ARC.

3.30 Gardens – Flower or Vegetable

Approval is not required for flower or vegetable gardens that do not exceed one hundred (100) total square feet. All flower gardens must be weeded, cared for, and maintained.

3.31 Gazebos

Approval is required. A gazebo/ pergola must be an integral part of the rear yard landscape plan and must be similar in material and design to the residence. The color must be generally accepted as a complementary color to the exterior of the residence.. See Section 3.2, Accessory Buildings.

3.32 Grading and Grade Changes

See Section 3.22, Drainage.

3.33 Greenhouses

Approval is required. Generally, greenhouses are discouraged due to the extensive maintenance required. Approval will be based upon but not limited to general aesthetics, quality, and permanence of materials used. Adequate screening will be required. See also Section 3.2, Accessory Buildings.

3.34 Hanging of Clothes

See Section 3.16, Clothes Lines and Hangers.

3.35 Hot Tubs and Jacuzzis

Approval is required. Hot tubs and Jacuzzis must be an integral part of the deck or patio area and of the rear yard landscaping, and be installed in such a way that it is not immediately visible to adjacent property Owners and that it does not create an unreasonable level of noise for adjacent property Owners. In some instances, additional plant material around the hot tub may be required for screening. Non-vegetative screening materials should match or complement the house or deck structure. Prefabricated hot tub enclosures will be evaluated on a case-by-case basis, and may require additional plant material screening.

3.36 Kennels

Approval will not be granted. Breeding or maintaining animals for a commercial purpose is prohibited.

Also see Section 3.20, Dog Runs.

3.37 Landscaping

Approval is required. The plot plan of the residence and yard must be provided at a measurable scale. All organic materials (plants, shrubs, trees, etc.), building materials (stone, wood, edging, etc.), must be clearly labeled in detail.

The current, approved landscape requirements are attached in **Exhibit B**. All new landscape installations and Improvements must meet these requirements. All other requests will be reviewed and approved on a case-by-case basis.

Builder installed landscaping is pre-approved.

Significant structural elements related to landscaping, such as retaining walls, paved areas, steps, etc., must be submitted for review and approval. Changes in grade or drainage pattern must not adversely affect adjoining properties and shall comply with drainage change requirements of the Covenants. See also Section 3.22, Drainage.

Plant materials should be appropriate in character, habitat, species, size (both installed and mature), number and arrangement for their purpose and surroundings.

Owners are responsible for compliance with all City and County laws and regulations regarding landscaping, including but not limited to tree installation and approved tree species. Certain tree species, such as Russian Olive, are not permitted by the City, County or State. Notwithstanding, the ARC shall not review landscaping plans for compliance with any such laws or regulations.

Mulch material shall be selected recognizing that high winds may be present. Mulches that “knit” together and hold to the ground should be used. Owners are responsible for removal of any mulch material that blows into other Owners’ property, public rights of way, or the common areas of the District.

Stone used as accent elements, ground cover or paving material should be chosen so that its color, size, and installation complement the architecture of the house, the natural environment and associated plant materials. Monolithic paving of yards or covering yards with decorative stones as a primary design element is prohibited.

See also Section 3.83, Xeriscaping.

3.38 Lights and Lighting

Approval is not required for replacing existing lighting, including coach lights, with the same or similar lighting style and color as originally installed.

Approval is required to modify or add permanent exterior lighting that is affixed to the residence. This includes, without limitation, whole-home, fixtures hardwired into the home, motion detector spotlights, spotlights, floodlights, or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.).

- A.** Considerations will include, but may not be limited to, the visibility, style and location of the fixture.
- B.** Exterior lighting for security and/or other uses must be directed at the ground and house, whereby the light cone stays within the property boundaries and the light source does not cause glare to other properties (bullet type light fixtures are recommended).
- C.** Ground lighting along walks must be maintained in a working and sightly manner. Low-voltage or solar powered ground lighting fixtures which are typically affixed by stakes or similar posts are to be maintained in good aesthetic repair, be functional, not be a tripping or other physical hazard along pedestrian pathways, and remain generally vertical in their presentation.
- D.** The addition of a front yard light post will be allowed with approval and pursuant to the following:
 - (1) Exterior lights must be conservative in design and be as small insize as is reasonably practical.
 - (2) Exterior lighting should be directed toward the ground and be of low voltage to minimize glare onto neighboring properties and thestreet.
 - (3) Soft, outdoor pedestrian-oriented lighting should be used with darkcolored lighting fixtures so as to be less obtrusive.
 - (4) The light post should match or complement the architecture of the home in design, size, color, and finish along with any existing lightfixtures.
 - (5) Light posts shall be located at an appropriate distance from the right-of-way and property line to minimize glare onto neighboringproperties and the street and should be integrated into the natural orarchitectural features of the site.
 - (6) Light or lamp posts shall not be erected higher than 6' feet fromground level, unless approved by the ARC.
 - (7) All lighting should not be intrusive to neighboring properties andmust meet all County requirements.

Seasonal holiday lighting and decorations do not require approval if installed for a period of fewer than seven days, or if installed between November 1 and January 15. Holiday lighting and decorations are not permitted to be displayed year-round. While holiday lighting may be

installed as early as November 1, it may not be illuminated until November 15. For purposes of these Guidelines, the following are seasonal holidays: Valentine's Day, St. Patrick's Day, Memorial Day, Juneteenth, Independence Day, Halloween, Thanksgiving, Christmas, Hanukkah, and Kwanzaa.

Seasonal holiday lighting is only allowed to flash, blink, or chase for Halloween and between November 15 and January 15.

Seasonal holiday lighting must be turned off between 11:00 p.m. and 6:00 a.m.

- E.** The addition of permanently-installed under eave lighting will be allowed with prior approval. It is required that white bulbs be used at all times other than at times when temporary holiday lighting is permitted. In no case may permanently-installed under eave lighting be used in a manner that creates an unreasonable annoyance or nuisance to other lots. When permanently-installed under eave lighting is used for security purposes, the spacing between illuminated lights shall be not less than 36 inches.

3.39 Ornaments/Art - Landscape/Yard

“Yard Ornaments”, whether man-made or natural, include, by way of example, bird houses, driftwood, weather vanes, sculptures or statues of any medium, decorative rock, monoliths, bird baths, fountains, murals and paintings, and recycled or upcycled salvaged materials.

Approval is not required for Yard Ornaments that are installed in the rear yard, are of a height less than three (3) feet, and that are otherwise in compliance with any more specific provisions of these Guidelines.

Approval is not required for up to three (3) small (less than 12 inches in height and 20 inches in diameter) Yard Ornaments to be installed in the front yard, as long as the ornament is installed at ground level and the color and design integrate into the landscape.

Approval is required for any other yard ornaments. The District, in its sole discretion, reserves the right to require removal of any ornament/art which creates a nuisance to surrounding properties.

See also Section 3.67, Statues or Fountains.

3.40 Overhangs/Sunshades/Awnings- Cloth or Canvas

Approval is required. An overhang should be an integral part of the house or patio design. The color must be the same as, or generally recognized

as, a complementary color to the exterior of the residence. A swatch of material to be used must be provided with the review submittal.

See Section 3.42, Patio Covers.

3.41 Painting

All paint projects within Leyden Rock require the submittal of an Architectural Review Request Form. In addition, any changes to any color of the home requires approval. Painting or staining of brick or stonework is not permitted.

Exterior paint color palettes for Leyden Rock homes can be accessed on the Sherwin Williams Color Archive webpage. <https://www.sherwinwilliams.com/homeowners/colorfind-and-explore-colors/hoa>. Once on the webpage, please select "Colorado", "Arvada", then "Leyden Rock Metro District" to view all the color options.

A. No Change in Color Scheme – No submittal fee is required. If you are requesting to paint your house with color combinations and locations identical to the original manufacturer color established on the home or with colors that currently exist on the house, you must fill out and submit an ARR form.

B. Change in Color Scheme – Using Sherwin Williams Color Palettes – \$75 submittal fee is required. If you are requesting a change to the color(s) or color scheme of your home (including any change in the location of a previously-approved paint color), you must do the following:

- (i) Completely fill out and submit an ARR form;
- (ii) Include a photo of your home with a general description of where the colors will be placed on your home; AND
- (iii) Provide photos showing the homes on either side of your home.
- (iv) Body and trim color selections for a submittal cannot be the same as those on a Lot/home adjacent or directly across the street from the applicant's home.
- (v) Please anticipate and provide for the review process and final notification to take up to forty-five (45) days for consideration.

C. Change in Color Scheme – Requesting Modifications to the Sherwin Williams Color Palettes and/or Requesting Colors outside of the Palettes - \$150 submittal fee is required.

If you are requesting a change to the color(s) or color scheme of your home (including any change in the location of a previously-approved paint color), you must do the following:

- (i) Completely fill out and submit an ARR form;
- (ii) Include a photo of your home with a general description of where the colors will be placed on your home; AND
- (iii) Provide photos showing the homes on either side of your home.
- (iv) Body and trim color selections for a submittal cannot be the same as those on a Lot/home adjacent or directly across the street from the applicant's home.
- (v) In some instances, the applicant will be required to paint samples of the proposed custom colors on the house and provide an explanation of how the colors will fit in

with the neighborhood. The color samples shall be a minimum of 24"x24" in size and photos of the color samples must be submitted for review.

(vi) Please anticipate and provide for the review process and final notification to take up to forty-five (45) days for consideration.

D. Color Considerations

(i) Consider your neighbors' colors, you do not want to choose the same colors but maybe choose one that will complement or harmonize with your neighbors' colors.

(ii) Consider the colors of existing structures like your roof, stone and architectural accents.

(iii) Certain color schemes are better suited for certain architectural styles than others.

(iv) Light colors will make your home seem larger, darker colors smaller.

3.42 Patio Covers

Approval is required. Patio covers must be constructed of material consistent with the home and be similar or generally recognized as complementary in color to the colors on the house. Freestanding patio covers may be permitted as well as extensions of the roof.

3.43 Patios - Enclosed

See Section 3.3, Additions and Expansions.

3.44 Patios - Open

Approval is required. Open patios must be an integral part of the landscape plan and must be located so as not to create an unreasonable level of noise for adjacent property owners. In some instances, additional plant material around the patio may be required for screening or integration into the landscape design. The patio and materials must be similar or generally accepted as a complementary color and design to the residence. Patios may not be more than twenty five (25) percent of the entire rear yard of the Unit unless otherwise approved by the ARC.

See Section 3.18, Decks.

3.45 Paving

Approval is required, regardless of whether for walks, driveways, patio areas or other purposes, and regardless of whether concrete, asphalt, brick, flagstones, stepping stones, pre-cast patterned, or exposed aggregate concrete pavers are used as the paving material.

See Section 3.23, Driveways.

3.46 Pipes

Approval is required for all exterior pipes, conduits and equipment. Adequate screening may also be required.

3.47 Play Structures and Equipment

Approval is required. Consideration will be given to adjacent properties (a minimum five

(5) foot setback from the property line is required for trampolines, swing sets, fort structures, etc.) so as not to create an undue disturbance. In some instances, additional plant material around the equipment may be required for screening. Wood structures must be constructed of pressure treated or other weather resistant materials. All play equipment must be maintained in a good and sightly manner. The use of multi-colored cloth/canvas tarps will not be approved. Height of any play structure or equipment may not exceed twelve (12) feet.

3.48 Playhouses

Approval is not required if a structure is less than twenty four (24) square feet and less than six (6) feet high, from highest point to the ground.

Approval is required for structures greater than twenty four (24) square feet and/or greater than six (6) feet high, from the highest point to the ground.

Existing setbacks required of the home must be observed when placing playhouses. A copy of the home's plot plan filed with the location of the proposed playhouse is required with the ARR.

See also, Section 3.2, Accessory Buildings.

3.49 Poles

See Section 3.29, Flags/Flagpoles.

3.50 Ponds and Water Features

Approval is required. Considerations by the ARC will include, but not be limited to, the following criteria:

- A.** Must be integrated into landscape scheme.
- B.** Setback shall be a minimum of five (5) feet from all property lines.

- C. Must not affect existing drainage on the lot or off the property.
- D. Must be maintained at all times.
- E. The maximum height of all fountain/pool elements and their spray is not allowed to be higher than four (4) feet from the ground plane.

3.51 Pools

Approval is required. Pools must be placed in the rear yard and be an integral part of the deck or patio area. They should be located in such a way that they are not immediately visible to adjacent property Owners (i.e. screened with plant material). Above ground pools and temporary pools are prohibited. One (1) wading pool, if less than eighteen (18) inches high and eight (8) feet in diameter, per Unit, is permitted on a temporary basis without prior approval, if placed in the rear yard.

See Section 3.35, Hot Tubs and Jacuzzis.

3.52 Radio Antennae

See Section 3.6, Antennae/Satellite Dishes.

3.53 Radon Mitigation Systems

Approval is required. Equipment must be painted a color similar or generally accepted as complementary to the exterior of the house. All equipment shall be installed so as to minimize its visibility.

3.54 Roofing Materials

Approval is required for all roofing materials other than those originally used by the Builder. All buildings constructed on a Unit should be roofed with the same or greater quality and type of roofing material as originally used by the Builder.

Approval is not required for repairs to an existing roof with the same building material that exists on the building.

3.55 Rooftop Equipment

Approval is required. Equipment must be painted a color similar or generally accepted as complimentary to the roofing material of the house. All rooftop equipment shall be installed so as to minimize its visibility.

See Section 3.65, Solar Energy Devices.

3.56 Satellite Dishes

See Section 3.6, Antennae/Satellite Dishes.

3.57 Saunas

See Section 3.2, Accessory Buildings.

3.58 Screen Doors

See Section 3.21, Doors.

3.59 Seasonal Decorations

Approval is not required if installed on a lot within thirty (30) days of a holiday, provided that an Owner is keeping with the Community standards, and provided that the decorations are removed within thirty (30) days of the holiday. Seasonal decorations are not permitted to be displayed year round.

See Section 3.38, Lights and Lighting.

3.60 Security Devices.

Approval is not required. Security devices, including cameras and alarms, must be selected, located and installed so as to be an integral part of the house and not distract from the home's architecture and appearance. Cameras and housing sirens, speaker boxes, conduits and related exterior elements should be unobtrusive and inconspicuous. Such devices should be located where not readily visible and should be a color that blends with or matches the surface to which it is attached.

3.61 Sheds

See Section 3.2, Accessory Buildings.

3.62 Shutters - Exterior

Approval is required. Shutters should be appropriate for the architectural style of the home and be of the appropriate proportion to the windows they frame. Shutters should be the same color as the "accent" color of the home (typically the same as the front door or other accent details).

3.63 Siding

Approval is required. Vinyl siding will not be allowed.

3.64 Signs

Approval is not required for temporary signs so long as they comply with the following guidelines:

- A.** Signs may be displayed within the boundaries of an Owner's or resident's Unit.
- B.** No more than one (1) sign may be displayed per Unit at any given time.
- C.** Signs may be no larger than 18" x 24".
- D.** Signs shall not be illuminated.
- E.** No commercial signs of any kind are permitted, with the exception of: one (1) for sale or lease sign which shall be no larger than five (5) square feet in size; and, one (1) professional security system sign, ground staked or window mounted which shall be no larger than 8" x 8".
- F.** No signs of any kind may be placed on the Common Areas without prior approval by the ARC.

Permanently-installed signs require prior approval by the ARC. The content of such signs will not be considered in reviewing the application for approval.

3.65 Solar and Renewable Energy Devices

Approval is required in order to review aesthetic conditions. Photovoltaic (PV) Solar panels must lay flat on the roof, meet all applicable safety, building codes and electrical requirements, including solar panels for thermal systems (solar water heaters). The ARC is allowed to request changes as long as they don't significantly increase the cost or decrease the efficiency of the proposed device and panels. Please also see Colorado Law C.R.S. 38-30-168, which governs the review and the Owner's installation of such devices.

The height of wind-powered renewable energy generation devices may not exceed 10 feet above the house's roof line.

3.66 Spas

See Section 3.35, Hot Tubs and Jacuzzis.

3.67 Statues or Fountains

Approval is not required if statues or fountains are installed in the rear yard and are not greater than four (4) feet in at the highest point, including any pedestal. The District, in its sole discretion, reserves the right to require removal any statue or fountain which creates a nuisance to surrounding properties.

Approval is required if the statue or fountain is proposed for the front yard. Statue or fountain location in the front yard should be located close to the main entrance of the house.

See Section 3.13, Birdbaths and Section 3.39, Ornaments/Art – Landscape/Yard

3.68 Storage Sheds

See Section 3.61, Sheds and Section 3.2, Accessory Buildings.

3.69 Sunshades

See Section 3.40, Overhangs/Awnings – Cloth or Canvas and Section 3.42, Patio Covers.

3.70 Swamp Coolers

See Section 3.5, Air Conditioning Equipment, Section 3.24, Evaporative Coolers, and Section 3.55, Rooftop Equipment.

3.71 Swing Sets

See Section 3.47, Play Structures and Equipment.

3.72 Television Antennae

See Section 3.6, Antennae/Satellite Dishes.

3.73 Tree Houses

Approval will not be granted. Tree houses are not permitted.

3.74 Vanes

See Section 3.78, Weather Vanes and Directionals.

3.75 Vents

See Section 3.55, Rooftop Equipment.

3.76 Walls

See Section 3.26, Fences and Section 3.77, Walls, Retaining.

3.77 Walls, Retaining

Approval is required. Front yard retaining walls shall not exceed thirty (30) inches in height. In the side yard, retaining walls up to thirty (30) inches high, with a planted slope above the wall, may be constructed. In no event shall rear yard retaining walls exceed four (4) feet in height unless installed by the Builder or Developer. All retaining walls shall comply with applicable requirements of the City of Arvada and shall not significantly alter the drainage patterns on the lot or adjacent properties (including Metropolitan District or public areas). Retaining walls shall be constructed with boulders, stone, brick or split face modular concrete block facing units installed per manufacturer instructions.

New or old creosote treated timber railroad ties are prohibited.

3.78 Weather Vanes and Directionals

Approval is required.

3.79 Wind Electric Generators

Approval is required. In addition to ARC approval, windmills and any other type of fixture, which fall under the criteria of a wind generator, or are used to generate power etc., must meet the requirement of the C.R.S. 40-2-124, applicable City and County requirements, and any regulations of the Colorado Public Utilities Commission.

3.80 Windows Replacement

Approval is required. Considerations will include, but may not be limited to, size, color, existing and proposed window style and style of home.

3.81 Windows: Tinting, Security Bars, Well Covers, etc.

Approval is not required for window well covers that are manufactured with metal or plexiglass. All others will require ARC approval.

Approval is required for any visible window tinting. Highly reflective and/or dark tinting is considered too commercial for residential applications and is not permitted.

Approval is required for security bars and may not be approved on second story windows and other windows visible to the street.

3.82 Work Involving Metropolitan District Property

Approval is required. Generally, driving vehicles, including wheelbarrows, across District property is not permitted. However, when circumstances warrant, the Board of Directors will consider requests provided that prior approval is requested and the Owner advances funds as may be reasonably required by the Board of Directors to repair any damage. The actual restoration of the District property will be done by the District.

3.83 Xeriscape

Approval is required. Owners are permitted to incorporate xeriscape design when submitting landscaping plans pursuant to Section 3.37 above. Up to 80% of the landscaped area of a Unit may consist of drought-tolerant plantings. Xeriscape is not a specific look or specific group of plants, and it is not a disorganized jumble of plants that can grow without supplemental water. Rather, xeriscape is a combination of seven common-sense gardening principles that save water, time, and resources while creating a gorgeous landscape. The Seven Principles of Xeriscape are:

- (1) Plan and Design** – for water consumption and beauty from the start. A design makes it easy to complete your project in phases.
- (2) Create Practical Living Turf Areas** – of manageable size, shape, and grade. Artificial turf is governed by Section 3.7 and is not permitted in front yards.
- (3) Select Low-Water Plants** – and group them according to their water needs. This is also known as hydro-zoning. Then experiment to determine how much and how often to water.
- (4) Use Soil Amendments** – as you plant. Compost is the best choice.
- (5) Use Mulches** – like wood chips or cobble rock to reduce evaporation and to keep the soil cool.
- (6) Irrigate Efficiently** – with purpose designed systems (including hose-end equipment) and by

applying the right amount of water at the right time.
(7) Maintain the Landscape Properly – by mowing, weeding, pruning, and fertilizing properly.

Plans that include only rock for the yard, without the inclusion of various organic materials and vegetation will not be approved. A xeriscaped yard must still reflect careful planning and landscaping, and appropriate maintenance, to present an aesthetically appealing result.

The installation of xeriscaping does not relieve an Owner of responsibility for watering and maintaining his or her landscaping in a neat and clean manner. In the event any vegetation requires replacement, each Owner is responsible for the prompt replacement of such vegetation.

See also Section 3.37, Landscaping, and carefully review Exhibit B.

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EXHIBIT A

DISTRICT FENCE SPECIFICATION

The following fence specification is for perimeter lot fencing. Stone column detail, where required on City approved Final Development Plan, is a builder installed feature and is not required on Owner installed fence. Please note minimum required fence setback from front of home. Patio privacy fencing described in the Design Guidelines shall be submitted by Owner and approved on a case by case basis. Note that all side-yard fencing must be installed on the property line. Perimeter fencing adjoining public property shall be installed with the fence posts at the property line and rails installed on the lot-facing side of the fence. 2" x 6" Cedar rails are required. For interior lot fencing that does not face a right of way, common area or open space, 4" x 6" posts shall be required.

Figure 1. Fence Detail

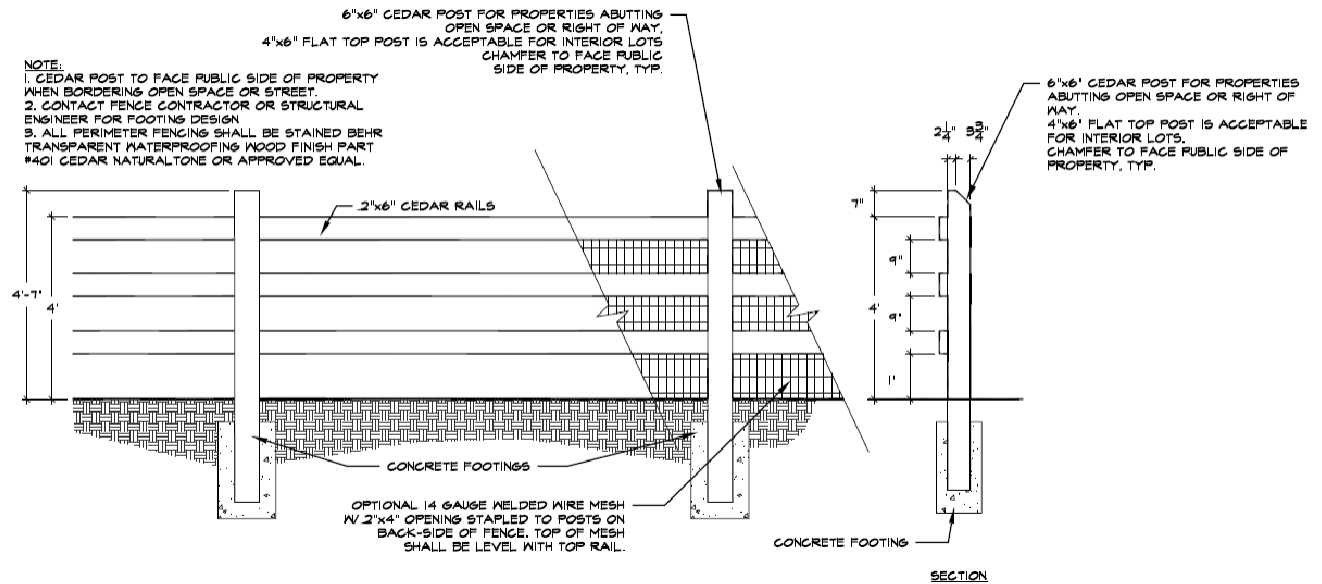


Figure 2. Single Family Home with Setback Requirements

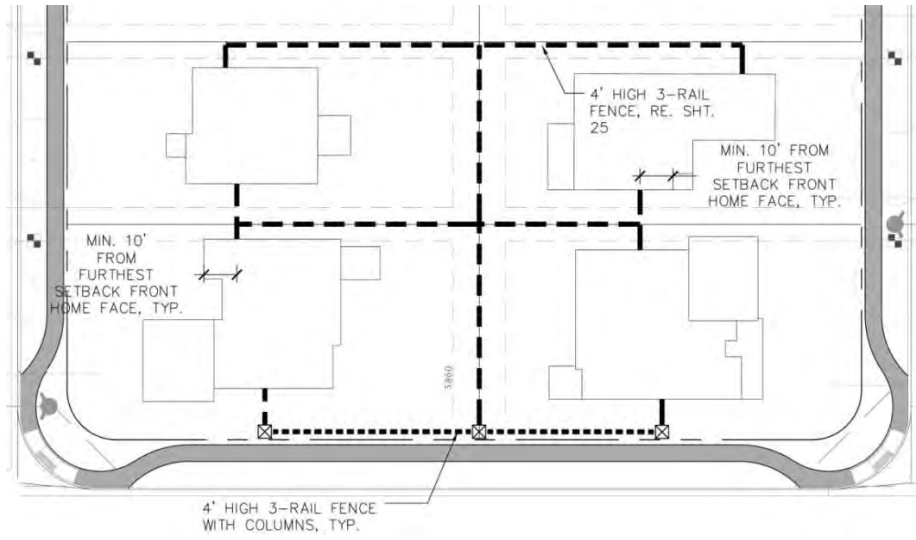
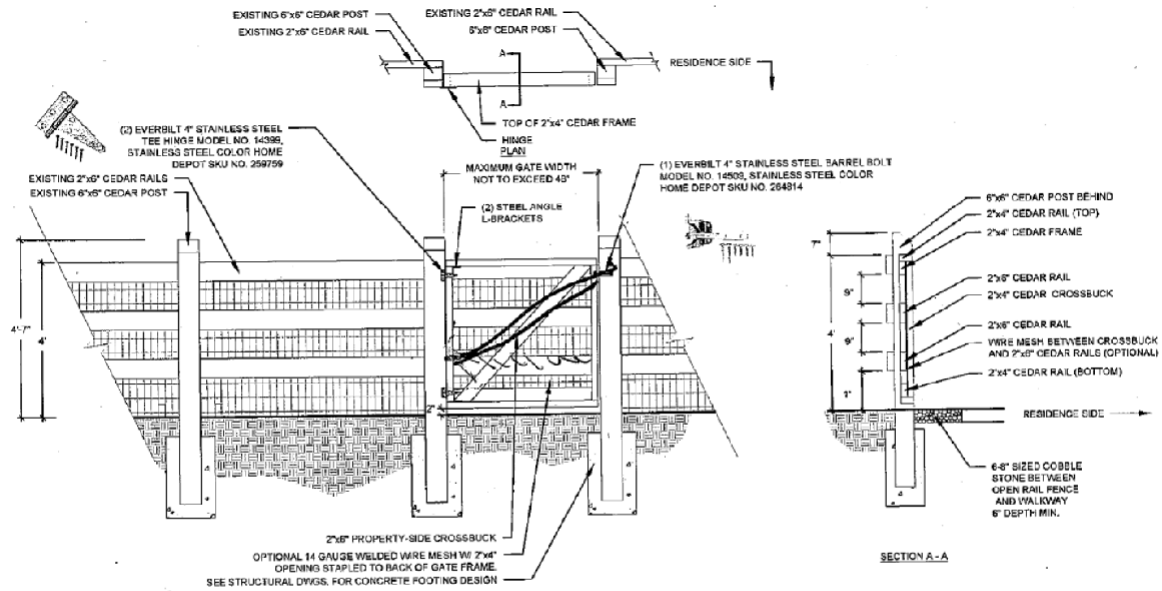


Figure 3. Gate Detail



- NOTE:
1. GATE TO SWING INWARD TOWARD RESIDENCE
 2. GATE TO BE INSTALLED ONLY ON REAR YARD 3 RAIL FENCE AND ADJACENT TO OPEN SPACE
 3. THE GLASS CAN BE EITHER ON THE INSIDE OR OUTSIDE

LEYDEN ROCK RESIDENTIAL GATE DETAIL

SCALE: 3/8" = 1' 0"

EXHIBIT B

LANDSCAPE REQUIREMENTS

The use of drought tolerant plants is highly encouraged. **Builder installed landscaping plans are pre-approved; no approval is required for STANDARD Builder installed landscaping.** If Owner negotiates alterations or additions to STANDARD landscape offering, approval is required.

TIMING OF LANDSCAPE INSTALLATION

The Owner of each Unit (other than the Developer or a Builder) shall install landscaping on such Unit, and on adjacent tree lawn areas, within one hundred (180) days after the later to occur of acquisition of the Unit by the Owner, if such acquisition occurs between April 1 and July 31. If such acquisition does not occur between April 1 and July 31, then all landscaping shall be installed by the Owner by the following June 30.

PLANT MATERIAL & LOCATION

Landscaping shall consist of trees, shrubs, ground covers, annual and perennial flowers, turf grasses, mulches and automatic irrigation. In the case of shade or ornamental trees (deciduous), plantings may not be installed closer than 6 feet (6') from the property line. In the case of evergreen trees (conifer), plantings may not be installed closer than 10 feet (10') from the property line; provided, however evergreen (conifer) trees may be installed no closer than five feet (5') of the rear property line if the rear property line is adjacent to or abuts open space. If any fences are damaged or destroyed by evergreen (conifer) trees planted, the Owner shall repair or recondition the same at the Owner's expense. Ornamental grasses and shrubs may be installed anywhere on the lot, including along the property line. Select a variety of plant species including deciduous and evergreen trees and shrubs.

All plant material shall be installed in the following minimum sizes:

Deciduous trees - 1.5" caliper

Ornamental trees – 1.5" caliper

Evergreen trees - 6' height minimum

Shrubs - 1 gallon container (Ornamental grasses (1 gallon) may be substituted for shrubs at a ratio of 3:1)

Mulch – 1 cubic yard per 80 sq. feet and at a 3" depth

Rock, squeegee, or Stone Mulch – 3/4" minimum to cobble size, minimum 3" depth

Groundcover (excluding mulch), annuals, and perennials – no restrictions

Mulch material shall be selected recognizing that high winds may be present in District. Mulches that “knit” together and hold to the ground should be used.

Thorny plants shall not be located within 20 feet of sidewalks or walkways.

Planting beds must be separated from turf by edging.

See the plant palette below for recommended plant material.

STREET TREES

All tree lawns shall contain deciduous trees spaced at one (1) tree per forty (40) linear feet. The trees and other landscaping within the tree lawn area are the maintenance obligation of the homeowner.

STANDARD OPTION – FRONT YARD

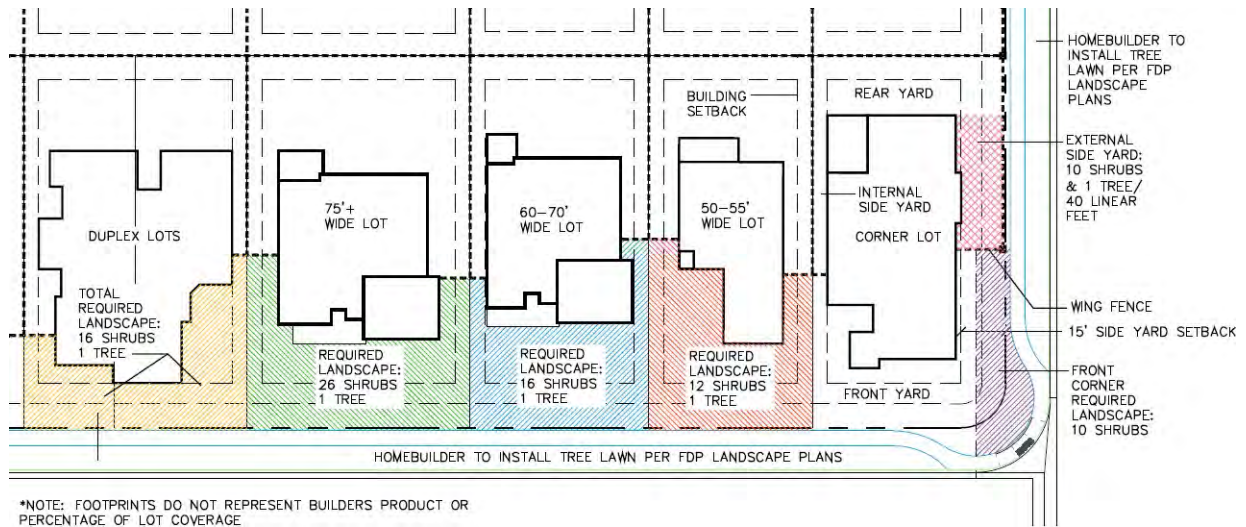
The area from the back of the sidewalk to the front of the building and side yard wing is defined as the front yard. Additional appurtenances, landscape elements, and decorative entry features may be allowed and will be reviewed on a case by case basis.

Please refer to Exhibit C “Leyden Rock Lot Size Map” for lot width designation.

Plant material required in the FRONT YARD based on lot width.

- Adjoining duplex lots – 16 shrubs/1 Deciduous Tree, 1 Evergreen Tree or 1 Ornamental Tree
- 50-55’ Wide Lot (59’ Max.) – 12 shrubs/1 Deciduous Tree, 1 Evergreen Tree or 1 Ornamental Tree
- 60-70’ Wide Lot (74’ Max.) – 16 shrubs/1 Deciduous Tree, 1 Evergreen Tree or 1 Ornamental Tree
- 75’+ Wide Lot – 26 shrubs/1 Deciduous Tree, 1 Evergreen Tree or 1 Ornamental Tree

Figure 1. Front/Side Yard Plant Material Required



STANDARD OPTION – SIDE YARDS

Internal Side Yard

- The portion of the lot between neighboring homes defined as the area between the building, side property line, rear of building and behind the front fence wing walls.

- May be covered in rock or mulch, no plant material is required.

External Side Yards

- Side yards on corner lots exposed to public view. Defined as the area between the building, back of sidewalk along the side property line, rear of building and behind the front fence wing walls.
- Shall be landscaped with shrubs and trees at the rate of one tree and 10 shrubs per 40 linear feet of side yard.

Front Corner Yard

- The additional landscape area on the front/side of a corner lot. Defined as the area between the back of sidewalk along front and side yards, the front fence wing wall, and 5' from the 15' side yard building setback.
- Shall be landscaped with shrubs and trees and integrated into front yard landscape.
- 10 shrubs min. required.

STANDARD OPTION – REAR YARD

The rear yard is that portion of the lot between the rear property line and the rear of the building.

In rear yards there shall be at least 35% long-lived plant material (turf, trees, shrubs or ornamental grasses), no more than 25% short-lived plant material (perennials or annuals), and no more than 25% non-living material. Mulch areas or planting beds in rear yards must have plant material cover the mulch at a rate of 50% coverage at installation and 75% coverage at maturity. Natural turf shall be limited to no more than 45% of the area to be landscaped.

XERIC OPTION – FRONT YARD

The area from the back of the sidewalk to the front of the building and side yard wing walls is defined as the front yard. Additional appurtenances, landscape elements, and decorative entry features may be allowed and will be reviewed on a case by case basis.

Turf Requirement: no living turf is required.

Rock and inorganic mulches are limited to not more than 50% of the area to be landscaped. 50% of all rock and other mulch areas shall be covered with living plant material.

Brick pavers, asphalt pavers, and natural stone limited to not more than 40% of the landscaped area.

Features: One of the following features shall be incorporated:

Wall – 1 to 2.5 feet high decorative natural stone, stucco or approved option.

Fence – in accordance with the fence requirements of District.

Berms – low earth berm 2.5 feet tall max. Slopes not to exceed one foot rise for each 4 feet of run.

Natural Boulders – 2 – two feet by three feet minimum.

XERIC OPTION - SIDE YARDS

The side yard is the portion of the lot between the building, side property line, rear of building and behind the front fence wing walls.

Internal Side Yards – May be covered in rock or mulch, no plant material is required.

External Side Yards - On corner lots exposed to public view, they shall be landscaped by combining visible side and front yard areas and applying front yard standards.

XERIC OPTION – REAR YARD

The rear yard is that portion of the lot between the rear property line and the rear of the building.

In rear yards there shall be at least 35% long-lived plant material (turf, trees, shrubs or ornamental grasses), no more than 25% short-lived plant material (perennials or annuals), and no more than 25% non-living material. Mulch areas or planting beds in rear yards must have plant material cover the mulch at a rate of 50% coverage at installation and 75% coverage at maturity. Natural turf shall be limited to no more than 45% of the area to be landscaped.

XERIC OPTION – IRRIGATION

All landscaping shall include automatic irrigation to ensure xeric and non-xeric plant matter is properly established and maintained.

PLANT PALETTE

The following are pre-approved District plant types

COMMON NAME	BOTANICAL NAME
Deciduous Trees	
Thin Leaf Alder	<i>Alnus incana</i>
Aristocrat Pear	<i>Pyrus calleryana</i> 'Aristocrat'
Western Catalpa	<i>Catalpa speciosa</i>
Crimson Spire Oak	<i>Quercus</i> Crimson Spire
Autumn Purple Ash	<i>Fraxinus americana</i> 'Autumn Purple'
Fall Gold Ash	<i>Fraxinus nigra</i> 'Fall gold'
Imperial Honeylocust	<i>Gleditsia triacanthos</i> 'Imperial'
Sunburst Honeylocust	<i>Gleditsia triacanthos</i> 'Sunburst'
Kentucky Coffeetree	<i>Gymnocladus dioicus</i>
Golden Raintree	<i>Koelreuteria paniculata</i>
Plains Cottonwood	<i>Populus sargentii</i>
Swamp White Oak	<i>Quercus bicolor</i>
Burr Oak	<i>Quercus macrocarpa</i>
English Oak	<i>Quercus robur</i>
Columnar English Oak	<i>Quercus robur</i> 'Fastigiata'
Skyline Honeylocust	<i>Gleditsia triacanthos</i> "Skyline"

Greenspire Linden	<i>Tilia cordata</i> 'Greenspire'
Evergreen Trees	
Rocky Mountain Juniper	<i>Juniperus scopulorum</i>
Pinyon Pine	<i>Pinus edulis</i>
Austrian Pine	<i>Pinus nigra</i>
Ponderosa Pine	<i>Pinus ponderosa</i>
Ornamental Trees	
Ginnala Maple	<i>Acer ginnala</i> 'Flame'
Shadblow Serviceberry	<i>Amelanchier canadensis</i>
Thornless Cockspur Hawthorn	<i>Crataegus crus-galli</i> var. <i>inermis</i>
Hopa Crabapple	<i>Malus</i> 'Hopa'
Indian Magic Crabapple	<i>Malus</i> 'Indian Magic'
Spring Snow Crabapple	<i>Malus</i> 'Spring Snow'
American Plum	<i>Prunus americana</i>
Chanticleer Pear	<i>Pyrus calleryana</i> Chanticleer
Deciduous Shrubs	
Serviceberry	<i>Amelanchier alnifolia</i>
Indigo Leadplant	<i>Amorpha fruticosa</i> var. <i>angustifolia</i>
Tall Western Sagebrush	<i>Artemisia tridentata</i>
Four-wing Saltbrush	<i>Atriplex canescens</i>
Blue Mist Spirea	<i>Caryopteris x clandonensis</i> 'Blue Mist'
Mountain Mahogany	<i>Cercocarpus montanus</i>
Rabbitbrush	<i>Chrysothamnus nauseosus</i>
Apache Plume	<i>Fallugia paradoxa</i>
Russian Sage	<i>Perovskia atriplicifolia</i>
Lewis Mockorange	<i>Philadelphus lewisii</i>
Purple Ninebark (Diablo)	<i>Physocarpus opulifolius</i> 'Diablo'
Potentilla	<i>Potentilla fruticosa</i> 'McKay's White'
Native Chokecherry	<i>Prunus virginiana melanocarpa</i>
Rocky Mountain Sumac	<i>Rhus glabra cismontana</i>
Woods Rose	<i>Rosa woodsii</i>
Mountain Snowberry	<i>Symphoricarpos oreophilus</i>
Dwarf Korean Lilac	<i>Syringa meyeri</i> 'Paliban'
Evergreen Shrubs	
Hughes Juniper	<i>Juniperus horizontalis</i> 'Hughes'
Buffalo Juniper	<i>Juniperus sabina</i> 'Buffalo'
Tammy Juniper	<i>Juniperus sabina</i> 'Tammy'
Sea Green Juniper	<i>Juniperus x media</i> 'Sea Green'
Ornamental Grasses	
Blue Avena Grass	<i>Helictotrichon sempervirens</i>
Feather Reed Grass	<i>Calamagrostis acutiflora</i> 'Stricta'
Maiden Hair Grass	<i>Miscanthus sinensis</i> 'Morning Light'
Blue Switchgrass	<i>Panicum virgatum</i> 'Heavy Metal'
Ribbongrass	<i>Phalaris arundinacea</i> 'Picta'

Indian Grass
Mexican Feather Grass

Sorghastrum nutans 'Sioux Blue'
Stipa tenuissima

Perennials

Moonshine Yarrow
Coreopsis
Blanket Flower

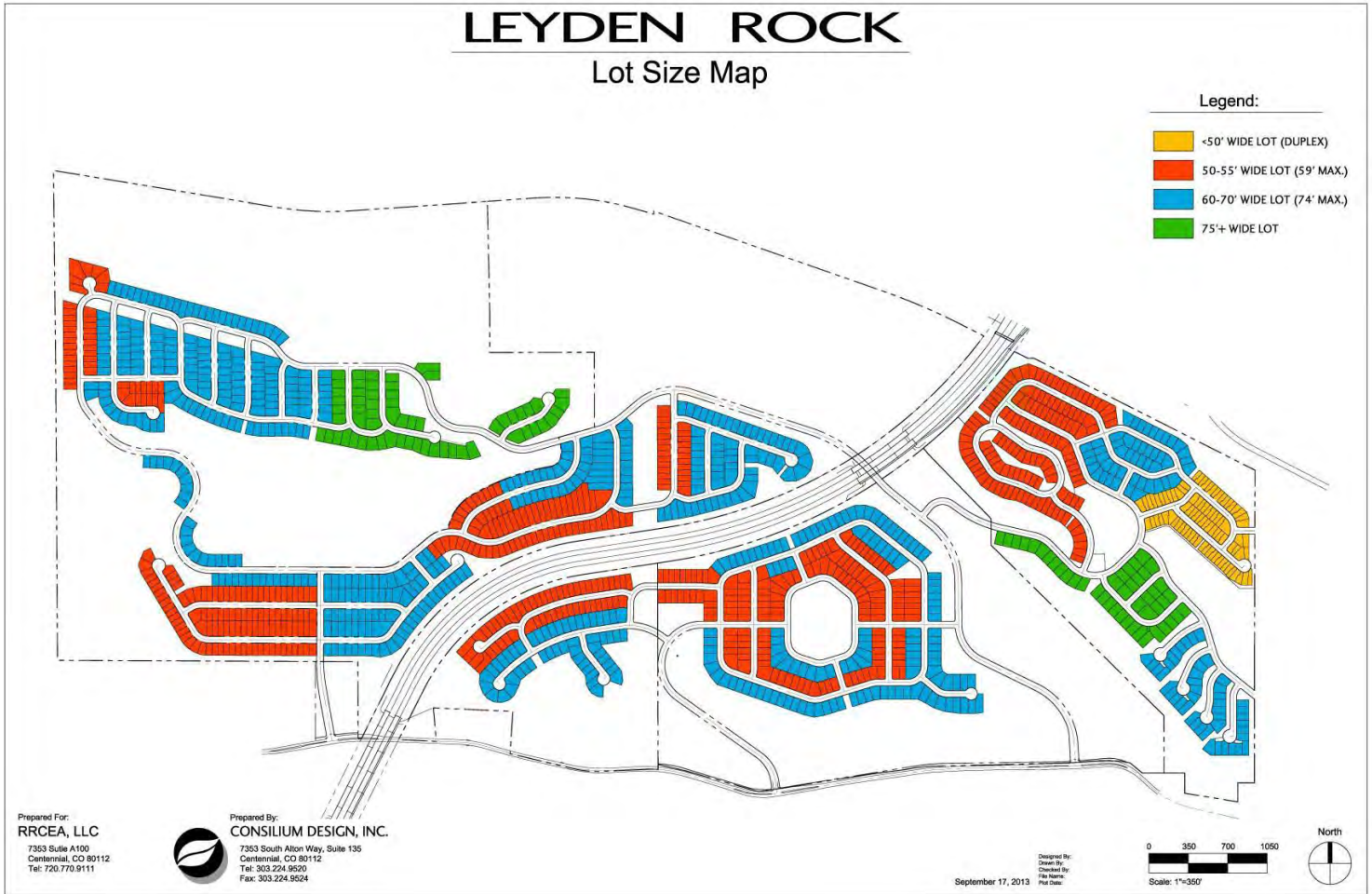
Daylily
Gayfeather
Catmint
White Evening Primrose
Firecracker Penstemon
Prairie Coneflower
Black Eyed Susan
Salvia
Lavendar Cotton

Achillea 'Moonshine'
Coreopsis sp.
Gaillardia sp.
Hemerocallis (orange, yellow, white,
lavender)
Liatris spicata
Nepeta x faassenii
Oenothera ceaspitosa marginata
Pestemon eatonii
Ratibida columnifera, pulcherrima
Rudbeckia sp.
Salvia sylvestris
Santolina sp.

In addition to these pre-approved District plant types, the District maintains an additional list of pre-approved plants, which may change from time to time. If the plant you want to install is not listed above, contact the District to see if it is on the additional list.

EXHIBIT C

LEYDEN ROCK LOT SIZE MAP



**RESOLUTION
OF THE BOARD OF DIRECTORS OF
LEYDEN ROCK METROPOLITAN DISTRICT**

**ADOPTING A DIGITAL ACCESSIBILITY POLICY AND DESIGNATING A
COMPLIANCE OFFICER**

WHEREAS, the Leyden Rock Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

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

WHEREAS, pursuant to § 24-85-103(2.5), C.R.S., the Chief Information Officer in the Office of Information Technology has adopted accessibility standards as specified in 8 CCR 1501-11 Rules Establishing Technology Accessibility Standards (the “**Rules**”); and

WHEREAS, pursuant to § 24-85-103(3), C.R.S., on or before July 1, 2024, the District is required to take action to comply with the Rules; and

WHEREAS, the Board desires to adopt this Resolution to implement a digital accessibility policy and designate a compliance officer.

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

1. Adoption of Digital Accessibility Policy. The District hereby adopts the Digital Accessibility Policy (the “**Digital Accessibility Policy**”) set forth in **Exhibit A**, attached hereto and incorporated herein.
2. Appointment of Compliance Officer. The District hereby designates the district manager as the District’s Compliance Officer (the “**Compliance Officer**”).
3. Severability. If any part, section, subsection, sentence, clause, or phrase of this Joint Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.
4. Effective Date. This Joint Resolution shall become effective as of June 18, 2024 shall be enforced immediately thereafter and shall supersede any previous policy related to website accessibility.

Remainder of Page Intentionally Left Blank, Signature Page Follows

ADOPTED AUGUST 20, 2024.

DISTRICT:

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

By: _____
Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature Page to Resolution Adopting a Digital Accessibility Policy and Designating a Compliance Officer

EXHIBIT A

DIGITAL ACCESSIBILITY POLICY

1. GENERAL

a. *Purpose.* The District is fully committed to providing accessible digital information to all members of the public. As part of this commitment, the District has adopted this Digital Accessibility Policy (the “**Policy**”) to ensure the District’s online services and digital communications comply with the Rules.

b. *Scope.* The District is committed to providing persons with disabilities equal access to digital information, including information made available through the District’s website and other digital content. This Policy has been developed to promote equal access to such digital information to persons with disabilities. This Policy applies to digital content produced by or under the control of the District, including the District’s official website. Accessibility requests may be submitted to the District in accordance with this Policy.

c. *Third Party Content.* The provisions of this Policy do not apply to third-party websites linked through the District’s website, such as state or federal agencies, or digital content not under control of the District. While the District is not responsible for ensuring the accessibility of third party-controlled content, the District is dedicated to assisting individuals experiencing accessibility issues when possible.

2. COMPLIANCE INFORMATION

a. *Compliance Officer.* The Compliance Officer will be the point of contact for accessibility-related accommodations for digital content. The Compliance Officer or its designee is responsible for responding to reports of inaccessible digital content and accessibility requests.

b. *Testing Tools and Techniques.* The District utilizes a variety of tools, techniques, methods, and procedures to identify accessibility barriers and meet existing and new assistive technology needs. The District has engaged [Insert Website Accessibility Vendor] (the “**Accessibility Vendor**”) to complete testing and remediation, ensuring the website and digital content contained therein are accessible and inclusive for users with disabilities in accordance with the Rules.

c. *Accessibility Reports.* The Accessibility Vendor will review the District’s website, user interfaces, and other digital content and summarize the same in a report provided to the District no less than annually (the “**Accessibility Report**”). The Accessibility Report will identify digital content that does not comply with the Rules. The Accessibility Vendor or the District, as appropriate, will take such steps as necessary to make such content compliant under the Rules. The District will maintain a record of the Accessibility Reports.

d. District-Controlled Content. The District will ensure that digital content under the control of the District produced, developed, maintained, modified, or used by the District on or after July 1, 2024, is compliant with the Rules.

e. Digital Accessibility Plan. The District will implement a digital accessibility plan (the “**Plan**”) to provide a long-term strategic approach for digital accessibility. The Compliance Officer will coordinate and implement the Plan. The Plan will be updated quarterly starting July 1, 2024 through June 30, 2025 and annually thereafter to ensure ongoing compliance. The Plan will be in a form substantially similar to **Exhibit A-1** attached hereto.

f. Digital Accessibility Statement. The District will post the following digital accessibility statement on its website prior to July 1, 2024:

Leyden Rock Metropolitan District, District Technology
Accessibility Statement

Leyden Rock Metropolitan District (the “**District**”) is committed to providing equitable access to our services to all Coloradans.

Our ongoing accessibility effort works towards being in line with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. These guidelines not only help make technology accessible to users with sensory, cognitive and mobility disabilities, but ultimately to all users, regardless of ability.

Our efforts are just part of a meaningful change in making the District’s services inclusive and accessible. We welcome comments on how to improve our technology’s accessibility for users with disabilities and for requests for accommodations to any District services.

Feedback and support

We welcome your feedback about the accessibility of the District’s online services. Please let us know if you encounter accessibility barriers. The District is committed to responding within three (3) business days.

Phone: (303) 482-2213

E-mail: accessibility@advancehoa.com

Address: Leyden Rock Metropolitan District
Attn: Compliance Officer
3600 S Yosemite Street, Unit 400
Denver, CO 80237

3. REPORTING ACCESSIBILITY ISSUES

a. *Reporting an Accessibility Issue.* Individuals may report inaccessible content or requests for accommodations to the Compliance Officer using the contact information below. Such requests should identify the specific content that is being reported, the issue the individual is experiencing, and the name and contact information of the individual submitting the request. The Compliance Officer or their designee will confirm receipt of such requests within three (3) business days. The District is committed to resolving reports of inaccessible content and requests for accommodations within a reasonable period of time.

Leyden Rock Metropolitan District
Attn: Compliance Officer
3600 S Yosemite Street, Unit 400
Denver, CO 80237
Email: accessibility@advancehoa.com
Phone: (303) 482-2213

EXHIBIT A-1

LEYDEN ROCK METROPOLITAN DISTRICT

Digital Accessibility Plan

Updated on June 1, 2024

I. Accessibility Standards

In accordance with Colorado law, Leyden Rock Metropolitan District (the “**District**”) is committed to applying standard configurations for technologies and services, in accordance with the technical standards provided by:

- World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.1 Level AA or higher;
- Section 508 of the U.S. Rehabilitation Act of 1973 Chapters 3,4,6; and
- Following C.R.S. 24-85-101 to 24-85-104, ARTICLE 85.

II. The District’s Efforts

The District is fully committed to providing accessible digital information to all members of the public. Our ongoing accessibility effort works towards the day when the District’s online services and digital communications are accessible to the public, including equal access for persons with disabilities. The District has a plan to prioritize, evaluate, remediate, and continuously improve its online services and digital communications. Below, you’ll find some of the measures that the District is undertaking.

III. Accessibility Maturity

The District is at the following maturity level for 2024:

Check One:

- Inactive: No awareness and recognition of need. At this stage organizations are inventorying their technology, have begun to make investments, etc.
- Launch: Recognized need organization-wide. Planning initiated, but activities not well organized.
- Integrate: Roadmap including timeline is in place, overall organizational approach defined and well organized.
- Optimize: Incorporated into the whole organization, consistently evaluated, and actions taken on assessment outcomes.

IV. Maturity Level Discussion

The District has encountered the following challenges:

- The District does not have the financial resources to fully remediate all of its digital content and website platform immediately.
- The District does not have the administrative or personnel resources to fully inventory all of its digital content immediately.

The District has enjoyed the following successes:

- The District has made progress towards full compliance with WCAG 2.1 Level AA despite the challenges above. The organizational measures below detail the District's measures taken up to the date of this plan.

V. Organizational Measures

The District has taken the following measures:

- Posted an accessibility statement to the website.
- Posted the current progress-to-date quarterly report and contact information for receiving accessibility feedback and requests for reasonable accommodations and modifications to the website.
- Identified a Compliance Officer to respond to reasonable accommodation and modification requests.
- Validated through testing front-facing webpage compliance with WCAG 2.1 Level AA.
- Created and implemented a plan for providing reasonable accommodations and modifications until the technology can be made accessible.
- Adopted a digital accessibility policy.
- Incorporated accessibility into vendor agreements.
- Conducted an inventory of all technology and prioritized remediation of digital content.
- Engaged a website accessibility vendor to make the District's front-facing web pages accessible.

The District has designated its Compliance Officer to coordinate and implement the plan. The District's Compliance Officer's contact information is as follows:

Leyden Rock Metropolitan District
Attn: Compliance Officer
c/o AdvanceHOA Management
P.O. Box 370390
Denver, CO 80237
Email: accessibility@advancehoa.com
Phone: 303-482-2213 x360



new tower location
per Brett

original tower
location

proposed Jefferson
Pkwy

Great Western Inorganics

Stor-Rite RV &
Boat Storage II

LokStar Storage - Arvada

Timberline
Construction Services

Argon Elevator
Consulting

Medina Communications

Blue Arrow
Lending Group

Leyden Rock
Ping Pong Park

Daybreak Park

72

W 87th Dr

Yucca St

Yule St

W 87th Ave

Leyden Rock Dr

W 86th Pl

W 86th Dr

W 85th Dr

W 86th Ave

W 86th Ln

W 85th Ln

W 86th Ave

W 84th Dr

Leyden Rock Dr

W 85th Pl

W 84th Pl

Nirole

W 84th

LEYDEN ROCK METROPOLITAN DISTRICT
Schedule of Cash Position
June 30, 2024
Updated as of August 12, 2024

	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Total Funds
<u>First Bank - Checking</u>					
Balance as of 06/30/24	\$ 14,772.21	\$ -	\$ -	\$ -	\$ 14,772.21
Subsequent activities:					
07/09/24 Transfer from CSAFE	200,000.00	-	-	-	200,000.00
07/10/24 Transfer from CSAFE	15,000.00	-	-	-	15,000.00
07/10/24 Transfer from GF to CPF for Clubhouse Refresh	(16,625.00)	-	-	16,625.00	-
07/10/24 Transfer to AHM	(200,000.00)	-	-	-	(200,000.00)
07/10/24 Bill.com Payments	-	-	-	(12,960.00)	(12,960.00)
07/12/24 Bill.com Payments	-	-	-	(2,000.00)	(2,000.00)
07/15/24 Transfer from CSAFE	13,000.00	-	-	-	13,000.00
07/23/24 Bill.com Payments	(13,368.83)	-	-	(2,365.00)	(15,733.83)
07/31/24 Bill.com Payments	-	-	-	(4,710.00)	(4,710.00)
08/07/24 ADP Wage Pay	(107.65)	-	-	-	(107.65)
08/12/24 Bill.com Payments	-	-	-	(1,200.00)	(1,200.00)
Anticipated activities:					
Anticipated Requisition No. 18	-	-	-	54,002.70	54,002.70
Anticipated Transfer from CSAFE	125,000.00	-	-	-	125,000.00
Anticipated Transfer to AHM	(125,000.00)	-	-	-	(125,000.00)
Anticipated Bill.com Payments	-	-	-	(47,392.70)	(47,392.70)
Anticipated Balance	\$ 12,670.73	\$ -	\$ -	\$ -	\$ 12,670.73
<u>Advanced HOA Management - Checking</u>					
Balance as of 06/30/24	\$ -	\$ 56,536.18	\$ -	\$ -	\$ 56,536.18
Subsequent activities:					
Anticipated Balance	\$ -	\$ 56,536.18	\$ -	\$ -	\$ 56,536.18
<u>Advanced HOA Management - Petty Cash/Debit Card</u>					
Balance as of 06/30/24	\$ -	\$ 4,253.84	\$ -	\$ -	\$ 4,253.84
Subsequent activities:					
Anticipated Balance	\$ -	\$ 4,253.84	\$ -	\$ -	\$ 4,253.84
<u>CSAFE</u>					
Balance as of 06/30/24	\$ 505,642.05	\$ -	\$ 126,764.76	\$ -	\$ 632,406.81
Subsequent activities:					
07/09/24 Transfer to First Bank	(200,000.00)	-	-	-	(200,000.00)
07/10/24 Property/SO tax	727,047.18	-	945,573.69	-	1,672,620.87
07/10/24 Transfer to First Bank	(15,000.00)	-	-	-	(15,000.00)
07/15/24 Transfer to First Bank	(13,000.00)	-	-	-	(13,000.00)
07/31/24 Interest Income	7,492.40	-	-	-	7,492.40
Anticipated activities:					
Anticipated Transfer to First Bank	(125,000.00)	-	-	-	(125,000.00)
Anticipated Pledged Revenue Transfer	-	-	(1,072,338.45)	-	(1,072,338.45)
Anticipated Balance	\$ 887,181.63	\$ -	\$ -	\$ -	\$ 887,181.63
<u>UMB - 2021 Bond Fund</u>					
Balance as of 06/30/24	\$ -	\$ -	\$ 687,922.55	\$ -	\$ 687,922.55
Subsequent activities:					
07/31/24 Interest Income	-	-	3,189.90	-	3,189.90
Anticipated activities:					
Anticipated Pledged Revenue Transfer	-	-	1,072,338.45	-	1,072,338.45
Anticipated Balance	\$ -	\$ -	\$ 1,763,450.90	\$ -	\$ 1,763,450.90
<u>UMB - 2021 Project Fund</u>					
Balance as of 06/30/24	\$ -	\$ -	\$ -	\$ 4,033,857.53	\$ 4,033,857.53
Subsequent activities:					
07/31/24 Interest Income	-	-	-	17,260.89	17,260.89
Anticipated activities:					
Anticipated Requisition No. 18	-	-	-	(54,002.70)	(54,002.70)
Anticipated Balance	\$ -	\$ -	\$ -	\$ 3,997,115.72	\$ 3,997,115.72
Anticipated Balances	\$ 899,852.36	\$ 60,790.02	\$ 1,763,450.90	\$ 3,997,115.72	\$ 6,721,209.00

Yield information (as of 07/31/24):

CSAFE - 5.33%

UMB invested in Goldman Sachs Govt Fund - 5.15%

Leyden Rock Metropolitan District
Interim Claims 07/12/24 - 08/12/24

Invoice Date	Payment Date	Vendor	Invoice Number	Amount
04/26/24	08/12/24	Shelby Williams	CD1180	\$ 1,200.00
04/30/24	07/23/24	CliftonLarsonAllen, LLP	L241418426	1,932.85
05/31/24	07/23/24	CliftonLarsonAllen, LLP	L241430646	3,736.98
05/31/24	07/23/24	Winzenburg, Leff, Purvis & Payne, LLP	700260	646.00
06/10/24	07/23/24	The Architerra Group, Inc.	7882	2,365.00
06/24/24	07/12/24	Equalized Productions	S-2161	2,000.00
06/30/24	07/23/24	White, Bear & Ankele PC	35639	6,815.00
06/30/24	07/23/24	Winzenburg, Leff, Purvis & Payne, LLP	701143	238.00
07/09/24	07/31/24	The Architerra Group, Inc.	7910	4,710.00
				<u>\$ 23,643.83</u>

MANAGEMENT REPORT

COMMUNITY:	MANAGER:	REPORT DATE:
Leyden Rock Metro District	Katie Call	August 6, 2024

<p>2024 Regular Board Meeting Schedule: <u>Capital Projects Discussion on the First Tuesday of each month</u></p> <ul style="list-style-type: none"> ❖ January 2 ❖ February 6 ❖ March 5, canceled ❖ April 2, canceled ❖ May 7 ❖ June 4 ❖ July 2, canceled ❖ August 6, canceled ❖ September 3* (day after Labor Day) ❖ October 11 ❖ November 5, online only ❖ December 3 	<p>2024 Regular Board Meeting Schedule: <u>Regular Business on the Third Tuesday of each month</u></p> <ul style="list-style-type: none"> ❖ January 16 ❖ February 20 ❖ March 19 ❖ April 16 ❖ May 21 ❖ June 18 ❖ July 16- ANNUAL MEETING ❖ August 20 ❖ September 17 ❖ October 15 ❖ November 19- BUDGET HEARING ❖ December 17
<p>Last Reserve Study: 2020</p> <p>Operating Fee: \$0.00/year Tract K Filing Fee: \$372/year</p> <p>Current mill levy (2023), for collection in 2024 23.256 mills - (general fund) 30.246 mills - (debt service fund)</p>	<p>Board of Directors:</p> <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 ❖ Jen Langhals, Assistant Secretary Term to May 2025 ❖ Jeff Cunningham, Treasurer Term to May 2025
<p>District Services: Residential Trash, Common Area Landscape Maintenance, Common Area Snow Removal, Pet Waste Removal, Pool Maintenance & Staffing, Social Events</p>	<p>Dates to Note:</p> <ul style="list-style-type: none"> ❖ Toddler Time: Wednesday, August 21 ❖ In-Person Manager Training/Meeting: Thursday August 22, <i>Katie with limited access</i> ❖ Empty Nester & Trivia Night: Friday, August 23 ❖ District Office Closed: Monday, September 2
<p>Landscape Committee: Tanis Batsel-Stewart Carolyn Rowe Thu Koelling Diane Mangam Lisa Coleman Pam Hill</p>	<p>Additional Information:</p> <ul style="list-style-type: none"> ❖ E-newsletter Performance: Total Contacts: 2,134 Email Open Rate: 73%

COMPLIANCE INSPECTIONS

Inspector: Pam Mitchell

<p>Schedule:</p>	<p>Inspections occur weekly. Trash day: Monday</p> <p>Week 1: Filing 1 & 2 Week 2: Filing 3 & 4 Week 3: Filing 5 Week 4: Filing 6</p> <p>Every drive re-inspects existing violations that are flagged for inspection</p>
<p>Ways of Working:</p>	<p>Katie to review report violation report weekly:</p> <ul style="list-style-type: none"> - Courtesy Notices auto-send from inspector findings - Identify addresses that require additional support by Pam. - Close violations as needed. - Send violations to the attorney as needed. <p>Katie to flag any items to Pam for the following week by Wednesday.</p> <p>Pam may close a violation before compliance date if cured but cannot escalate to next step before the compliance date.</p> <p>Pam to email or text Katie potential exterior modification that may require approval (such as painting or major landscape renovation taking place) and note vehicles driving through common areas to access their units and any construction/project activity.</p>
<p>Priorities:</p>	<p>Landscaping:</p> <ul style="list-style-type: none"> - Lawn – brown / dead grass: June through September - Lawn Maintenance- mowed & trimmed. - Weeds in lawn and rock beds: all year - Dead shrubs/trees: all year <p>– Seasonal pruning</p> <p>Other Items:</p> <ul style="list-style-type: none"> - Trash can storage: all year - Basketball hoops: all year <ul style="list-style-type: none"> – must be stored halfway up driveway when not in use – prohibited to be attached to the home - General disrepair (fences, shingles, shutters) - Unsightly conditions (exterior storage of landscaping materials & equipment, oil stains, un-stored items) <p>Seasonal:</p> <ul style="list-style-type: none"> - Holiday lighting, including clips. - Snow removal <ul style="list-style-type: none"> – owners are responsible for removing snow on driveways & sidewalks

CURRENT PROJECTS / ACTION ITEMS

PROJECT	DESCRIPTION	STATUS
Jefferson Parkway Signs	Notice of Parkway signs installed along parkway	Complete
Pool Heater	Addition w/ Electronic Thermostat	Complete
Pool Rule Sign Install	Ordered update Pool Rules signs	Complete
Clubhouse Repairs	Replacement of blocks on back railings	Complete, repaired current blocks
Jellyfish Lighting	Working with Jeff/Scott to review & consider updated guidelines	Scheduled for August 20 th Board meeting
Budget Season	Requesting 2025 proposals	In progress
Holiday Lighting Proposal	Updated lighting proposal to include Culebra/Yule entrances	In progress
Clubhouse Refresh	Refresh includes updated furniture, design upgrades, acoustic elements	In progress
Pool Lighting	Upgrade lights to LED	In progress
Website Host Transfer	Transition website to Streamline	In progress
Pool Plaster	Resurfacing the pool	In progress
Paint & Stain Compliance Review	Consideration of extended cure periods for properties identified with Board liaisons	In progress
Trail Condition Review	Review condition of all District-owned trails	In progress
Pet Stations	Station relocation	In progress
Community FAQ	Compile FAQ questions from Board members and create location on website	On hold, website placement
Clubhouse Updated Cleaning Checklist	Cleaning requirement changes from refresh	On hold, pending completion of clubhouse refresh
Concrete Repairs	Identifying concrete repair needs around the community	On Hold
Column Stone Replacement	Stone has come off on of the fence columns in the community	On Hold
Wayfinding Sign Stain	Stain the wood on the wayfinding signs and Ping Pong Park sign	On Hold
Tower Storage Room	Seeking shelving options to better utilize storage space	On hold
Parking Lot Lighting	Adding lighting to the parking lot at the clubhouse	On Hold
Landscape Project Planning	Project planning for landscape projects with Board liaisons	Ongoing
Lifestyle	Event planning/execution	Ongoing

Sponsorship Management	Community Partnerships	Ongoing
Weekly Community E-Newsletter	Content creation	Ongoing
District Website Management	Updates to website	Ongoing
Wayfinding Signs/Message Board	Updates to current information	Ongoing
Reservation Calendar	Managing private rental and clubhouse use	Ongoing
Vendor Management	Ongoing vendor maintenance and meetings	Ongoing
Board Meeting Prep	Management Report and memo prep	Ongoing
Financials	Invoice Review	Ongoing
Resident Support	Homeowner inquiries	Ongoing
Violations	Inspection review and follow up	Ongoing
Architectural Review	Application review and follow up	Ongoing
Surveillance Monitoring	Review of surveillance camera footage and follow up	Ongoing
Hybrid Meeting Prep	Support from Chris Woodley for Board meeting	Ongoing

ANNUAL CALENDAR - 2024

January	<ul style="list-style-type: none"> ▪ District Office Closed - January 1, New Years Day ▪ Domain Auto Renewal - January 5, 2024 ▪ District Office Closed - January 15, 2024 ▪ HVAC Preventative Maintenance – Visit 1
February	<ul style="list-style-type: none"> ▪ District Office Closed - February 19, 2024
March	<ul style="list-style-type: none"> ▪
April	<ul style="list-style-type: none"> ▪ Board Email Auto Renewal - April 8, 2024 ▪ Pool Forms/FOB Distribution begins
May	<ul style="list-style-type: none"> ▪ Pet Waste- 3x Weekly Starts- May 1 ▪ Community Meeting (Arvada Fire & Arvada PD)- May 13, 2024 ▪ District Office Closed - May 27, 2024 ▪ Snow Contract Expires - May 31, 2024 ▪ Irrigation Start-up / Spring Clean-up ▪ Backflow Inspection ▪ HVAC Preventative Maintenance – Visit 2 ▪ Pool Shade Installation ▪ Phase 2 Fence Staining – May 31- June 10, 2024
June	<ul style="list-style-type: none"> ▪ District Office Closed - June 19, 2024
July	<ul style="list-style-type: none"> ▪ District Office Closed - July 4, 2024 ▪ District Office Closed - July 5, 2024 ▪ Annual Meeting - July 16, 2024
August	<ul style="list-style-type: none"> ▪ Budget Working Session – TBD ▪ AED Pad Expiration- 2026 ▪ Request Holiday Lighting Proposal
September	<ul style="list-style-type: none"> ▪ District Office Closed – September 2, 2024 ▪ Pool Closing Date - September 4, 2024, Extension to be determined based on weather ▪ Renew Snow Contract ▪ HVAC Preventative Maintenance – Visit 3
October	<ul style="list-style-type: none"> ▪ Pet Waste- 2x Weekly Starts- October 1 ▪ Draft Budget Due to CLA- October 1 ▪ District Office Closed – October 14, 2024 ▪ Draft Budget Submitted by CLA- October 15 ▪ Irrigation Shutdown / Fall Clean-up ▪ Pool Shade Removal
November	<ul style="list-style-type: none"> ▪ Final Budget Changes to CLA- November 1, 2024 ▪ District Office Closed - November 11, 2024 ▪ Board Meeting/Budget Hearing (Regular Business) - November 19, 2024 ▪ District Office Closed - November 27 thru November 29, 2024
December	<ul style="list-style-type: none"> ▪ District Office Closed – TBD

LIFESTYLE COMMUNITY CALENDAR- 2024

Events This Month	Ice Cream Sandwich Day at Pool	Friday, August 2
	Back to School Ice Cream Social	Thursday, August 15
	Luau & Polynesian Show	Friday, August 16
Upcoming Events Next Month	Children's Hospital Mobile Blood Drive	Thursday, September 12
Monthly Events	Arvada Story Time	First Wednesday AM of the month
	Sound Bath	First Wednesday PM of the month
	Mobile Groomer	Second Tuesday of the month
	Toddler Time	Third Wednesday of the month
	Empty Nesters	Last Friday AM of the month
	Trivia Night	Last Friday PM of the month
	Mobile Barber	Rotating Dates, 1x monthly
Signature Events	Easter	Sunday, March 24, 2024
	Pool Opening Party	Friday, May 24, 2024
	Fourth of July	Thursday, July 4, 2024
	Fall Fest	Saturday, September 21, 2024
	Adults Night Out- 2 times	TBD
	Turkey Trot	Saturday, November 16, 2024
	Holiday Market	First weekend in December
	Santa Visits	Saturday, December 14, 2024 Sunday, December 15, 2024
Club Activity	Mahjong Club*	Weekly meetups
	Running Club	Weekly meetups
	Chess Club	Bi-weekly meetups
	Book Club	Monthly meetups
	Hiking Club	Monthly meetups
	Bunco Club	Monthly meetups
	Craft Club	Monthly meetups
	Give Back Club	Monthly meetups

CURRENT CONTRACTS

SERVICE	COMPANY	RATE	EXPIRATION	TERMINATION CLAUSE
Landscaping (including pond maintenance)	Keesen Landscape	\$196,450 <i>See scope for fees</i>	December 31, 2024	30 days
Snow Removal	Keesen Landscape	T&M <i>See scope for fees</i>	May 31, 2024	30 days
Weed & Pest Control	Weed Wranglers	\$73,500 \$4,500/pest control visit (2x/year)	December 31, 2024	30 days
Pet Waste Removal	Poop 911	\$2,060/ 3x week per month \$1,610/ 2x week per month + \$10.00 per roll for bags	December 31, 2024	30 days
Trash Removal	Republic Services	\$256,170	December 31, 2024	30 days
Janitorial Services	Done & Dusted	\$200.00/ clubhouse cleaning \$95.00/pool cleaning	December 31, 2024	30 days
Pool Maintenance	Peak One Pool & Spa	\$110.00/weekday visit + \$7,000 chemicals	December 31, 2024	30 days
Pool Monitors	Mile High Pools	\$96,448	September 4, 2024	30 days
HVAC	Timberline Mechanical	\$105/ PM visit + materials	December 31, 2024	30 days
Design Review	Lee Design Group	\$55/ application \$75/custom exterior painting submission	December 31, 2024	30 days
Fence Staining	Neighborly Fence Staining, LLC	\$33,741/ phase	December 31, 2024	30 days
Tree Care Services	Preservation Tree Care	<i>See scope for fees</i>	December 31, 2024	30 days
Pest Control	Advantage Pest Control	\$95/month	December 31, 2024	30 days

FACILITY MAINTENANCE HISTORY

ELEMENT	MAINTENANCE APPROACH	MAINTENANCE / INSPECTION HISTORY	NOTES
AED	Annual	<ul style="list-style-type: none"> • Inspection for expiration of pads & battery 	
Backflows	Annual Testing Required by COA	<ul style="list-style-type: none"> • Completed in in May/June 2024 	23 backflow locations
Fencing	Each fence staining phase completed once every 5 years Repairs, as needed	<ul style="list-style-type: none"> • Phase 1- 2023, Complete • Phase 2- 2024, Complete • Phase 3- 2025 • Phase 4- 2026 • Phase 5- 2027 Restart <ul style="list-style-type: none"> • Phase 1 – 2028 • Phase 2 – 2029 • Phase 3- 2030 • Phase 4 – 2031 • Phase 5- 2032 	
HVAC	3 preventative maintenance visits per year	<ul style="list-style-type: none"> • Completed January, May 2024 • September 2024 – TBD 	
Window Washing & Deck Power Wash	Annual	<ul style="list-style-type: none"> • May 22, 2024 (Canceled due to weather, pending rescheduled date) 	
Pool Grill Cleaning	Annual	<ul style="list-style-type: none"> • May 17, 2024, complete 	
Pest Control	Monthly	<ul style="list-style-type: none"> • Installed May 13, 2024 	
Plumbing	PENDING	<ul style="list-style-type: none"> • Inspection of drains, faucets, toilets 	Annual cost \$515.00.
Fire System	PENDING	<ul style="list-style-type: none"> • Inspection of fire extinguishers, emergency lights 	Annual Cost ~ \$385

CLUBHOUSE RENTAL HISTORY

MONTH	RESIDENT	NON-RESIDENT	NON-PAYING RENTALS (501c3, clubs, HOA)	Total
<i>January</i>	5	1	19	25
<i>February</i>	5	-	19	24
<i>March</i>	3	1	17	21
<i>April</i>	-	-	-	-
<i>May</i>	5	-	18	23
<i>June</i>	8	2	9	19
<i>July</i>				
<i>August</i>				
<i>September</i>				
<i>October</i>				
<i>November</i>				
<i>December</i>				



July 11, 2024

WORK ORDER #109160

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

Trail Restoration Filing 3 to the east

After inspecting and servicing the east section of this trail Keesen is recommending these restorations and drainage additions.

- Restore trail edges
- Top dress trail from trailhead to District property line shown in photos



- Add 10' pipe under trail marked in red with a catch basin



Sale	\$10,250.00
Sales Tax	\$0.00
Total	\$10,250.00

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Filing 3 East side trail restoration	\$0.00	\$10,250.00
	\$0.00	\$10,250.00

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

By _____

Date 7/11/2024

Date _____

**Keesen Landscape Management,
Inc.**

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.

MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

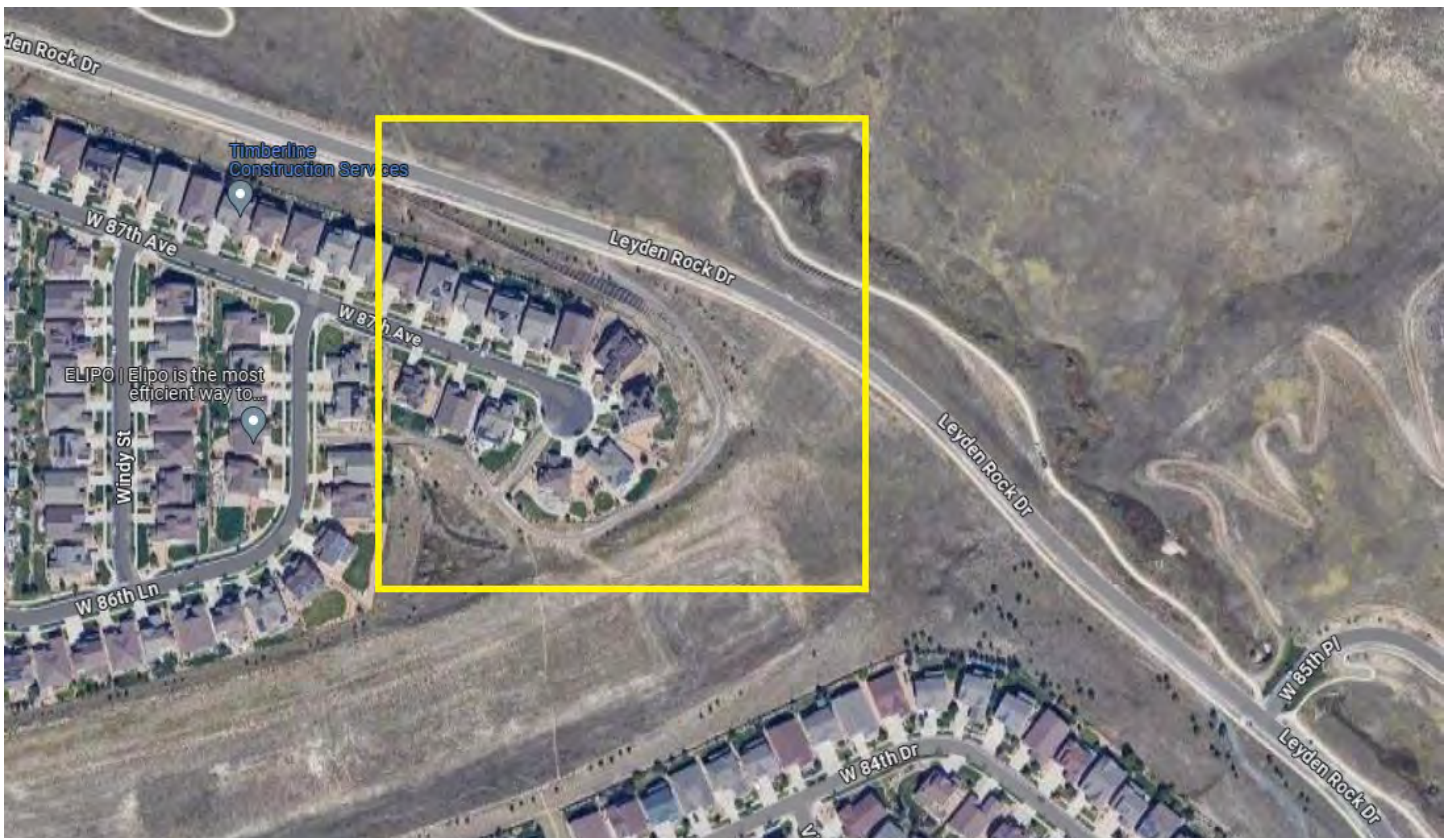
Date: August 12, 2024

Re: Filing 5 Trail Storm Restoration

The Filing 5 trail, which was completed as part of the 2023 trail work, suffered significant damage during the storms over the weekend of July 19th. The heavy rains caused washout along the trail and overwhelmed the drainage system. While most of the trail remains in good condition, restoration is necessary. The proposed work includes:

- Filling in the eroded areas with fill dirt and compacting the surface.
- Installing a cobble and soil swale along the west side of the trail to catch runoff from the hill

Keesen plans to store materials for the project in the cul-de-sac during production, with a commitment to clean the area upon completion.



LEYDEN ROCK

METROPOLITAN DISTRICT



LEYDEN ROCK

METROPOLITAN DISTRICT





July 24, 2024

WORK ORDER #109561

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

2024 Filing 5 Trail Storm Restoration

Keesen inspected the entire trail in Filing #5 recently. It has experienced large amounts of washout due to a significant rain event recently.

The trail has significant damage going north, down the slope from runoff from all the seasonal rain. The erosion is an average of 12" deep - this is a true hazard.

Most of the trail is in good standing from recent improvements but we will want to restore washout and install a swale along the west side of trail to catch runoff from hill between houses and trail. Compaction from consistent use and foot traffic

Scope of work will include the following:

- **Filling in eroded part of trail with fill dirt and compacting**
- **Installation of a cobble and soil swale and it will be tied into known drain pipe below along Leyden Rock Parkway for an outlet.**

Keesen will store material for the project in the cul de sac as part of production. When completed the area will be cleaned as part of the proposal.

***Green area will be intended location of swale for water diversion. General area of restoration in blue. We will restore all erosion along trail if outside marked area in this scope.**



Sale	\$16,120.83
Sales Tax	\$0.00
Total	\$16,120.83

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Filing #5 Trail Restoration	\$0.00	\$16,120.83

Includes 150 labor hrs.

Equipment hrs.

30 tons Mtn. Breeze

15 tons 2-4" Cobble

10 cu yds soil

\$0.00 \$16,120.83

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 7/24/2024

Date _____

**Keesen Landscape Management,
Inc.**

**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.



MEMORANDUM

To: Board of Directors

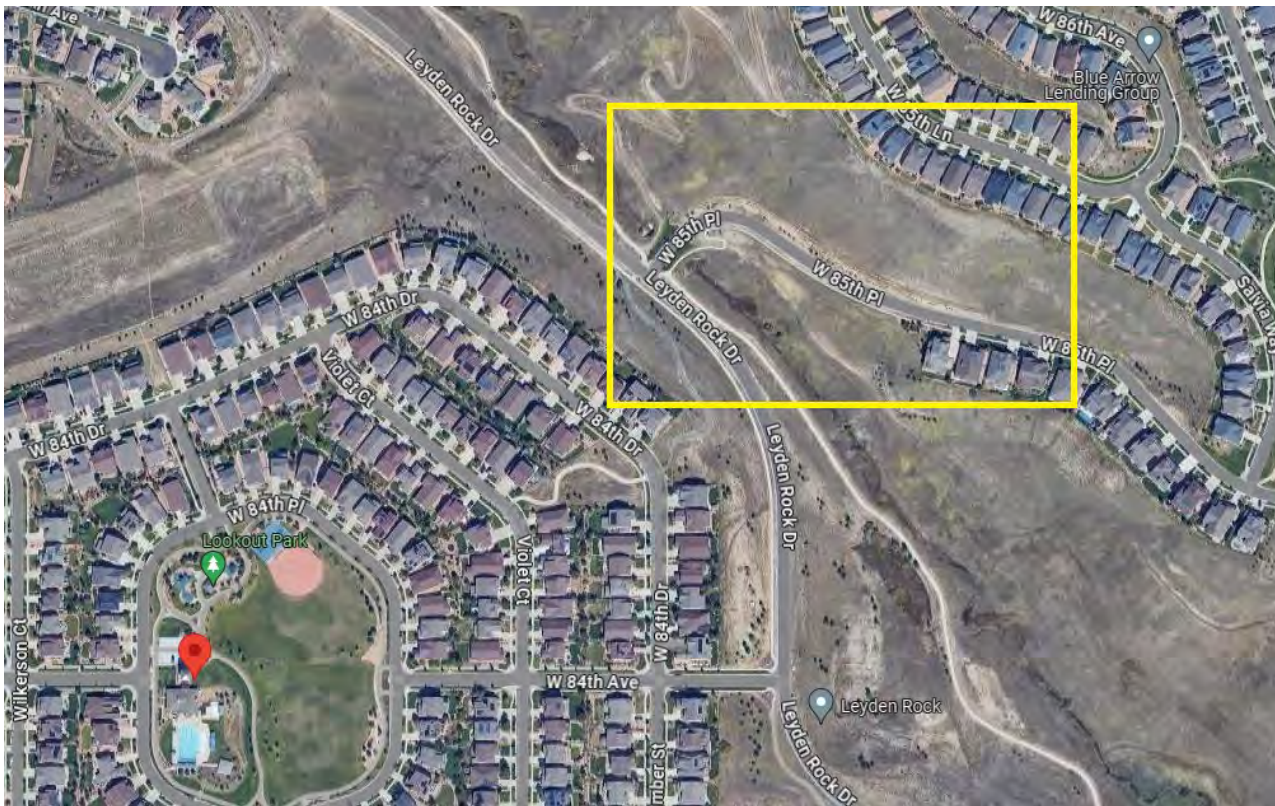
From: Katie Call, Community Manager

Date: August, 12, 2024

Re: Various Bed Cleanups & Plantings

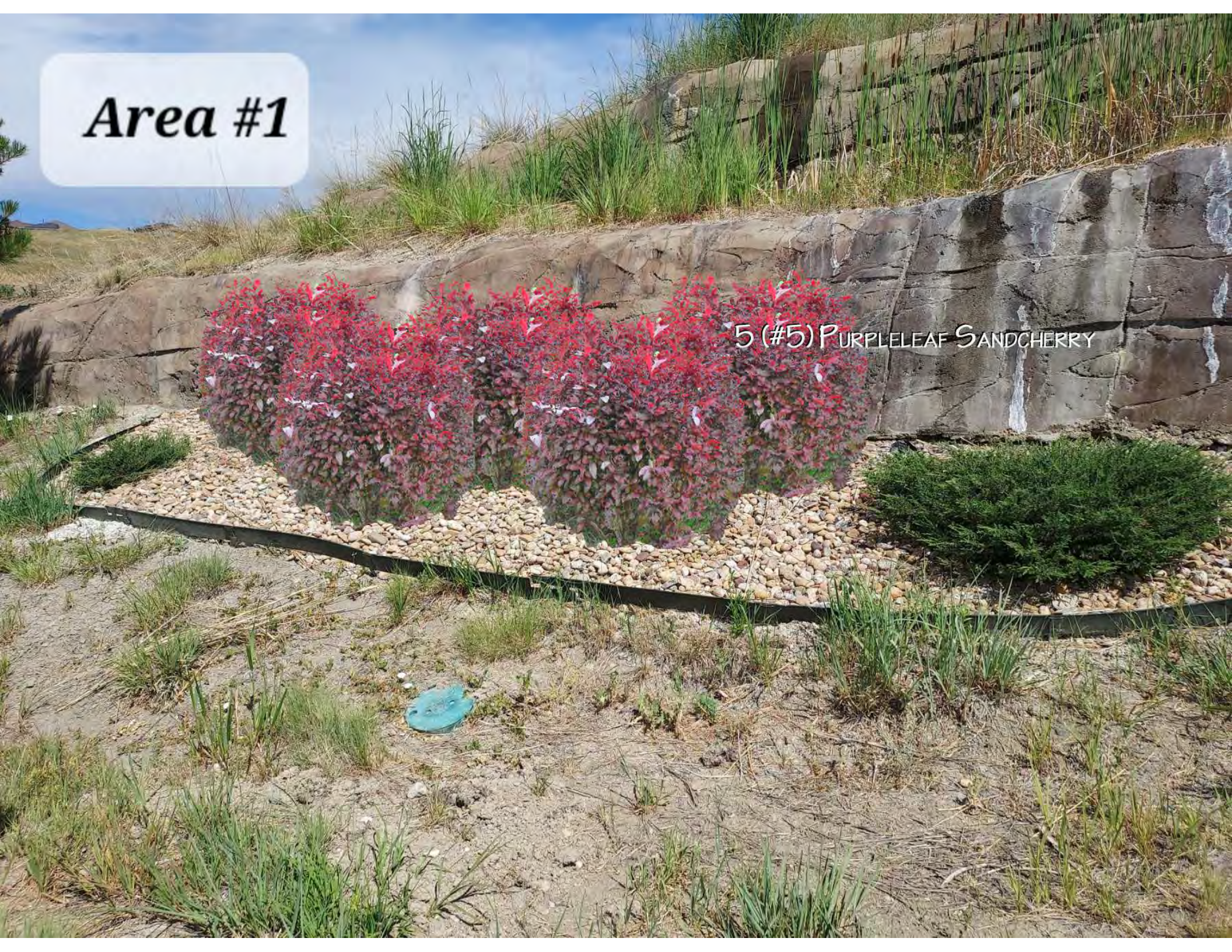
As part of our ongoing efforts to enhance the community's landscape, we are focusing on the improvement of existing areas within the community. Specifically, we have identified a series of planting beds along W 85th Place, leading to the east side of the community, that require attention. These beds currently contain either no plants, dead plants, or plants that are recommended for replacement.

This proposal aims to address these beds, as shown in the map image below, to revitalize and improve the overall aesthetic of this key area in our community.



Area #1

5 (#5) PURPLELEAF SANDCHERRY



Area #2

CLEAN UP EXISTING PLANT
MATERIAL, REMOVE VOLUNTEERS
AND WEEDS



Area #3

REMOVE AND REPLACE DEAD PINE
WITH 1 (6') AUSTRIAN PINE



Area #4

ADD 7 (#5) PURPLELEAF
SANDCHERRY



Area #5

ADD 7 (#5) PURPLELEAF SANDCHERRY



Area #6

REMOVE WILLOW
VOLUNTEERS
ADD 3 (#5) PURPLELEAF
SANDCHERRY

Area #7

REMOVE 2 JUNIPER &
ADD 3 (#5) PURPLELEAF
SANDCHERRY



Area #8

REMOVE AND REPLACE 1
(#5) APACHE PLUM



Area #9

GENERAL CLEAN UP OF PLANT
MATERIAL AND BED
(WEEDING/DEADWOOD)

Area #10

ADD 5 (#5)
PURPLELEAF
SANDCHERRY



Area #11

REMOVE ALL
ROSES AND
REPLACE WITH 9
(#5) APACHE
PLUM

Area #12

REMOVE 3
JUNIPERS & ADD
3 (#5)
PURPLELEAF
SANDCHERRY



Area #13

GENERAL CLEAN
UP OF BED AND
PLANT MATERIAL



GENERAL CLEAN
UP OF BED AND
PLANT MATERIAL

Area #14



Area #15

ADD 3 (#5)
PURPLELEAF
SANDCHERRY



July 29, 2024

WORK ORDER #109747

PROPOSAL FOR

KATIE CALL
ADVANCED HOA MANAGEMENT, INC
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

Various Bed Cleanups & Plantings

All areas proposed as one project. Separating can result in additional mobilization fees.

Irrigation modifications or repairs required after plant material is removed or installed will be completed on a time and material basis.

A granular bed fertilizer is included.

Sale	\$8,120.00
Sales Tax	\$0.00
Total	\$8,120.00

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Area 1	\$0.00	\$597.10

Add 3 (#5) Purpleleaf Sandcherry

Area 2	\$0.00	\$151.16
Clean up existing plant material, remove volunteers and weeds		
Area 3	\$0.00	\$1,413.94
Remove and replace 1 (6') Austrian Pine		
Area 4	\$0.00	\$711.92
Add 7 (#5) Purpleleaf Sandcherry		
Area 5	\$0.00	\$711.92
Add 7 (#5) Purpleleaf Sandcherry		
Area 6	\$0.00	\$484.48
Remove willow volunteer & add 3 (#5) Purpleleaf Sandcherry		
Area 7	\$0.00	\$484.48
Remove 2 junipers & add 3 (#5) Purpleleaf Sandcherry		
Area 8	\$0.00	\$274.17
Remove & replace 1 (#5) Apache Plume		
Area 9	\$0.00	\$248.98
General clean up of plant material and bed (weeding/deadwood)		
Area 10	\$0.00	\$597.10
Add 5 (#5) Purpleleaf Sandcherry		
Area 11	\$0.00	\$1,046.73
Remove roses & add 9 (#5) Apache Plume		
Area 12	\$0.00	\$484.48

Remove 3 juniper & add 3 (#5) Purpleleaf Sandcherry

Area 13	\$0.00	\$280.10
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General clean up of bed and plant material

Area 14	\$0.00	\$215.64
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General clean up of bed and plant material

Area 15	\$0.00	\$417.80
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Add 3 (#5) Purpleleaf Sandcherry

	\$0.00	\$8,120.00
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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 7/29/2024

**Keesen Landscape Management,
Inc.**

By _____

Date _____

**ADVANCED HOA
MANAGEMENT, INC**

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.

MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: August 12, 2024

Re: Fall Flowers

Last year, the landscape committee enhanced the clubhouse entrance by converting the pots at the front to fall flowers, adding a welcoming touch that lasted several months before the first freeze. This year, we have received a proposal from Keesen to repeat this seasonal display.





July 17, 2024

PROPOSAL #109139

PROPOSAL FOR

KATIE CALL
ADVANCED HOA MANAGEMENT, INC
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

2024 Fall Flowers

Fall Flowers		\$2,860.00
	Sale	\$2,860.00
	Sales Tax	\$0.00
	Total	\$2,860.00

Fall Flowers

Add flowers to:

7 Pots at Clubhouse Entrance

(1 rectangle, 2 round, 4 square)

Fall plantings will be watered every week from installation until first freeze.

Standard flower colors and varieties based on availability. Keesen Landscape Management, Inc., Inc. guarantees all nursery stock planted by our landscape department to be in good, live condition when planted. After planting, plant losses caused by improper watering, cultivation, physical abuse, or neglect are not covered by this guarantee. If a plant has received reasonable care and maintenance, but fails to grow, we will replace the plant one time only without charge provided that the original invoice is paid in full. All on-site transplants are excluded from this guarantee. We will not replace plants lost to hail, wind, freeze, animals, or other Acts of God. Unless otherwise specified below, all required irrigation repairs/modifications will be billed at a time and materials rate.

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
September	\$2,860.00	\$0.00	\$2,860.00
October	\$0.00	\$0.00	\$0.00
November	\$0.00	\$0.00	\$0.00
	\$2,860.00	\$0.00	\$2,860.00

By _____
Angie Sherman

Date 7/17/2024

**Keesen Landscape Management,
Inc.**

By _____

Date _____

**ADVANCED HOA
MANAGEMENT, INC**

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.



MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: August 6, 2024

Re: 2024-2025 Holiday Lighting Display

Requesting consideration for the approval of the holiday lighting display for the 2024-2025 season. The proposal includes expanding the lighting to the Culebra and Yule entrances, while maintaining the current display at the main entrance on Leyden Rock Drive. Jared from Mile High Lights assessed both Culebra and Yule for suitable lighting options, considering the location, tree health, and strength. Based on their extensive experience in the community since 2015, it is recommended to proceed with Mile High Lights' suggestions and use this year to evaluate how the decorations withstand the high winds typically experienced at the Culebra and Yule entrances.

Yule Entrance- East Side | Soft Wrap Six evergreen trees



Yule Entrance- West Side | Soft Wrap Six evergreen trees





Culebra Entrance- West Side | Prelit Eight evergreens and five deciduous trees



Culebra Entrance- East Side | Prelit Garland, will require anchoring into sign**





Mile High Lights
 Info@MileHighLights.com
 303-219-9106

PO Box 2096
 Arvada, Colorado 80001
 United States

Quote issued to:

Leyden Rock Metro District No.1 HOA
 0104
 17685 West 83rd Drive
 Arvada, CO
 United States
 303-423-0270
 katie.call@advancehoa.com

Quote Number	2024-1570
Quote Date	June 29, 2024
Total	\$9,339.39

Item	Description	Quantity	Type	Color	Unit Cost	Line Total
Prelit Garland	Monument Sign at Main Entrance: Hang prelit garland on sign	1	mini	Warm White	\$1,210.65	\$1,210.65
Prelit Wreath	Main Entrance Tower: Hang prelit wreath	1	mini	Warm White	\$147.00	\$147.00
Roof Line	Main Entrance: Light roofline of all three levels	1	C-9	White/Red	\$656.25	\$656.25
Prelit	North side of Main Entrance near monument sign: Prelit style on 11 pine trees	11	Mini	White/Red	\$151.20	\$1,663.20
Roof Line	Lights on Clubhouse roofline	1	C-9	White/Red	\$1,586.55	\$1,586.55
Roof Line	Lights on Clubhouse beams	1	C-9	White/Red	\$463.05	\$463.05
Roof Line	Lights on Clubhouse Tower, two levels	1	C-9	White/Red	\$854.70	\$854.70
Unlit Wreaths	Yule Monument: Hang 2 prelit wreaths	2			\$154.35	\$308.70
Wreaths	Two 4' Prelit wreaths at Culebra St	2			\$233.50	\$467.00
***Prelit	West side of Culebra St: Eight evergreens and five deciduous trees	13	Mini	Warm White and Red	\$135.00	\$1,755.00
***Soft Wrap	West and East side of Yule way: Six evergreen trees on each side	12	Mini	Warm White and Red	\$89.00	\$1,068.00
***Prelit Garland	On Sign at Culebra	1			\$197.00	\$197.00
	Includes all extension cords & timers					
	Light removal after January 2 included					
	Includes use of Boom Lift					

Quote Terms: Contract Quote: Mile High Lights LLC will provide a quote of cost and material usage to the Customer. The quote may be written or delivered verbally. Mile High Lights LLC will use the Customer's verbal description to approximate as closely as possible the described layout. If the Customer requests changes to any or all portions of commenced work, the Customer will be responsible for original and changed installation costs. The Customer will be notified prior to service of any surcharges. For safety and quality purposes, all lights, electrical cords, accessories, and other materials will be supplied and owned by Mile High Lights LLC. Customer requested additions and/or changes to the original quote may result in an increase to the actual price. Mile High Lights LLC reserves the right however, to decline any changes or additions requested by the Customer. Payment: 50% of payment is due before installation can begin. If the Customer requests any changes/additions to the decor during installation that results in additional fees, they must be paid in full before changes/additions are installed. Remainder of payment is due in full once work has been completed. Service: Mile High Lights LLC reserves the right to reject service to any property deemed unsafe by Mile High Lights LLC. Pricing includes: 1. Use of a stated quantity of lights and electrical accessories from the installation date through removal of Mile High Lights LLC, with Mile High Lights LLC being authorized to remove the display at any time after January 2nd. 2. Single-time installation of lights according to a layout planned and approved by the Customer. 3. Removal of lights and other materials, which Mile High Lights LLC will remove no later than February 28th. All designs, displays, or concepts and all Mile High Lights LLC supplied materials are the property of Mile High Lights LLC and all materials must be returned to Mile High Lights LLC. Mile High Lights LLC will fasten light strands to fascia boards using the industry standard "T-50" staples. If standard fastening methods are not possible, additional charges may apply. Mile High Lights LLC is not responsible for paint or wood loss or chipping on fascia boards. Mile High Lights LLC cannot guarantee consistent light bulb orientation due to twisting nature of light strands. Mile High Lights LLC also reserves the right to take and use photographs or video of the Customer's property for marketing and media purposes. Mile High Lights LLC is only required to provide services (including service calls) during the hours of 8 a.m. to 5 p.m., but Mile High Lights LLC reserves the right to provide services at any time prior to 10 p.m. on any day. The Customer authorizes Mile High Light LLC to come upon the Customer's property for purposes related to this Contract at any time from the Effective Date until the lights and other property have been removed by Mile High Lights LLC. Electricity: The Customer must provide Mile High Lights LLC clear access to safe and adequate electricity commensurate with the volume of lights requested by the Customer. Mile High Lights LLC will require enough free circuits to successfully handle the electrical load of the lighting package. High wattage devices such as refrigerators or hair dryers must not be tethered to the lighting package circuits. Mile High Lights LLC will not be responsible for inadequate, faulty, or overloaded electrical sources at the place of service. If circuit breakers frequently need to be reset, this is often an indication of inadequate power supply and may require a service call to locate additional clean circuits and redistribute power. The Customer may be required to provide electrical connection from inside the house. Customers requesting large lighting packages may need to consult their electrician to provide additional power sources commensurate with package needs. Persistent moisture such as rain or melting snow will create an increase in electrical resistance up to double the load of the lighting package in dry weather. If the lighting package frequently resets circuit breakers in wet weather, the Customer will be responsible for providing additional clean circuits to Mile High Lights LLC for redistributing the power load. Customers should not tether personal lights or appliances to the Mile High Lights LLC lights as it may result in exceeding fuse or circuit limits and may require a service call. Service Calls: Mile High Lights LLC will test all lighting at completion of installation and will leave project fully functional. Mile High Lights LLC will provide the Customer with up to three FREE service calls between install date and December 23rd; however, a \$100 service fee will apply to repairs that result from the following: 1. Changes or other actions by the Customer such as tethering personal lights or other lights to Mile High Lights LLC lights. 2. Other acts, omissions, circumstances or occurrences outside of the control of Mile High Lights LLC. Mile High Lights LLC is in no event responsible for losses or damages to any lights or other materials supplied by Mile High Lights LLC after installation. Mile High Lights LLC will schedule service calls on a first come, first serve basis, but Mile High Lights LLC cannot guarantee the timing of any service call, and in particular between Christmas Eve and New Years. Any service fee is due at the time of the service call. Other Matters: Mile High Lights LLC is not responsible for any damages or losses to the Customer's home or other property. Mile High Lights LLC is also not responsible for any failure or delay in providing any or all of the services or for any damages or losses that are caused in any way by any acts, omissions, occurrences or circumstances beyond the control of Mile High Lights LLC, such as weather or any acts or omissions of the Customer or any other person. General: Any payment not made by the Customer when due shall bear interest at the rate of 10% per annum from the date the payment was due until it is paid. The Customer will also be responsible for any attorneys' fees and court costs incurred by Mile High Lights LLC in enforcing this Contract. This Contract sets out and includes the entire agreement between the Customer and Mile High Lights

Net	\$9,339.39
Subtotal	\$10,377.10
Discount 10%	\$1,037.71
Total	\$9,339.39
Paid to Date	\$0.00

LLC, and can only be amended in writing signed by both the Customer and Mile High Lights LLC. By signing below, the Customer affirms that he/she has read this Contract and its terms and conditions and agrees to be bound by all the terms herein.



MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: August 6, 2024

Re: Request for Attendance at the Special District Association Annual Conference

I am writing to request approval for attendance at the upcoming Special District Association annual conference, which will be held in September. This conference presents a valuable opportunity for professional development, networking, and gaining insights into best practices for Special Districts. I believe that our participation in this conference will greatly benefit our community by bringing back new knowledge and practices that can be implemented to improve our management services.

There are two primary options for attendance: in-person or virtual. Additional details about the conference and session topics are enclosed.

Option	Details	Cost- Katie	Cost- Katie + Christine
Full Attendee with all events and meals	Full Conference Registration includes access to all events and breakout sessions, as well as all meals. We do not offer partial conference registration. This registration INCLUDES virtual access to all sessions for 1 year after Conference.	\$415.00	\$830.00
Lodging	Hampton Inn & Suites Silverthorne- Monday September 9-Thursday September 12	\$573.71	\$573.71
	Total	\$988.71	\$1,403.71

Option	Details	Cost-
Virtual Attendee	Access to the virtual platform during the Conference and for 1 year after Conference to all Keynote and Breakout sessions and Exhibitor and Sponsor information.	\$ 175.00
	Total	\$ 175.00

2024 SDA Annual Conference

We are so excited for the 2024 SDA Annual Conference, September 10-12 at the Keystone Conference Center!

We are thrilled to bring back our hybrid format, with both an in-person and livestreaming option. The entire Conference will be held in-person at the Keystone Conference Center, and just like the last few years, all of our keynote presentations and breakout sessions will be livestreamed to a convenient online platform that will provide access for those who would like to join us remotely.

What's more, the breakout sessions will all be recorded, and everyone who registers will have access to the virtual platform and recordings for a year, including everyone who attends in-person! We know this format provides huge benefits for all of our attendees, and we are happy to offer it again this year.

All together we have over 40 sessions planned, which will provide an opportunity for participants to hear from a variety of experts on pertinent issues for special districts. Our lineup of breakout sessions this year is stellar, and **the sessions start early on Tuesday morning.** All three days of Conference are jam-packed, with a wide variety of universally applicable topics for all district types as well as sessions that are more technical in nature.

On top of all of this, **our entertaining and informative keynote speakers** will offer their unique insight and perspective into big picture ideas that apply to all of us (see below for more details!).

In addition, we are bringing back our **Discussion Forums on Tuesday afternoon!** We added this feature to the schedule last year, and the dedicated time for focused conversations on specific topics was very valuable. This will once again be a perfect opportunity for you to meet other attendees from your district type and/or who are facing similar challenges. We are finalizing the details of the topics and our discussion leaders so keep an eye out for more details to come!

We are also bringing back **the outdoor event tent space that will be set up on the Conference Center patio.** This additional space will be a perfect place to relax during the breaks between sessions or even as a place to **set up your laptop and headphones to tune into any sessions that might fill up.** Since we will be livestreaming the presentations to our virtual platform, if you find a meeting room that's full, but you would still like to listen in, you will be able to access the livestream right on your laptop!

During the registration process, you will be able to choose the in-person option or the livestream only option. Both of these include access to the virtual platform and all the recordings for one year.

As you are making your plans to join us, below is a general outline of how each day of Conference is shaping up.

Tuesday, September 10

- **Plan to get there early! The Conference begins at 7:15 am** with a welcome breakfast, the singing of the National Anthem, and the Presentation of the Colors.
- Immediately following our opening activities, we are thrilled to be joined by our **breakfast keynote speaker, Pete Blank**. Pete will be sharing some enlightening lessons from popular TV shows on organizational culture. He'll have you laughing and learning at the same time!
- The day will be filled with **educational and timely sessions** for both Board members and managers alike. Whether you are new to your position or have served in your role for years, there will be something for everyone.
- Our **Awards Luncheon** will be on Tuesday so we have a chance to honor our winners on the first day! Join us as we celebrate these exceptional Board members, Managers, and districts.
- Tuesday's lunch will also feature **Justin Forsett**. Many of you will remember Justin from his many years in the NFL, and he will be sharing his inspirational message on building resilient teams.
- Tuesday afternoon is when we will offer our **Discussion Forums** (see above)! Our topics are really coming together so stayed tuned for more...
- Following the Forums, take a few minutes to relax and visit with your fellow attendees on the beautiful patio at the Conference Center as our **Opening Night Celebration** begins!
- This year we have turned Tuesday night into a **game night!** The casino tables were so popular last year that we have moved them to Tuesday, and we are bringing in more tables! We'll of course also have lots of **amazing food and even other games to play!**

Wednesday, September 11

- **Sarita Maybin** will kick off the day with her enlightening program "**If You Can't Say Something Nice, What DO You Say?: Practical Solutions for Working Together Better.**" Sarita will provide practical approaches and important tips for delivering challenging messages and maintaining positive relationships.
- Pertinent and informative sessions will take place all morning, with a **goodie break** in between.
- Our lunchtime keynote speaker, **Jon Petz**, will have you step into a world of wonder and discover the secrets to creating extraordinary value in every interaction in his one-of-a-kind keynote experience.
- Along with additional educational sessions, the **Colorado Special Districts Property and Liability Pool Annual Membership Meeting** will take place on Wednesday afternoon. This meeting will feature a keynote presentation from **Sam Light, the Deputy Executive Director/General Counsel for CIRSA**. Sam will be discussing the fiduciary responsibility and legal liabilities of Board members and management staff.
- If you missed the first goodie break in the morning, you can catch another one in the afternoon!
- Back by popular demand is our **Boots and BBQ event on Wednesday evening!** Wear your favorite pair of boots as you enjoy delicious BBQ with all the fixings right on the Conference Center patio. And, we will once again feature music from perennial favorite, **Randall McKinnon**.

Thursday, September 12

- At Thursday's keynote breakfast, **John Sileo** will walk through the fascinating and multi-faceted world of cybersecurity and discuss how you can build a powerful cyber defense strategy.
- There will be a **full track of sessions following breakfast**, and then we will be holding a **special panel discussion dedicated to property tax issues in the main ballroom**. Given the ongoing and significant conversations around property tax issues, we are thrilled for the opportunity to dedicate time to focus on this topic.
- We are once again offering our **Grab-and-Go Lunch** that you can stay and enjoy before heading home or take with you in the car. This has worked well the past few years, and we are pleased to offer this flexible lunch option again.
- Thursday will be a full day, and we will conclude at the perfect time to get you back on your way!

All of this and much, much more awaits you at the 2024 SDA Annual Conference, September 10-12 at the Keystone Conference Center!

Register today, and we will see you there!

Community Improvement Projects Design Development and Construction Documents
Leyden Rock Metropolitan District

Task and Fee Proposal
July 16, 2023



	Personnel Hourly Rate	Principal \$180/hr	Project Manager \$140/hour	Project Designer \$85/hr	Expenses	Total Cost
Overall Project Management and Coordination						
a.	Prepare cover sheet: vicinity map, general notes, project contacts, City notes (50%, 75%, 90%, 100%)		8	12		\$2,140
b.	Develop and refine specifications (75%, 90%, 100%)	9	24			\$4,980
c.	Develop and refine measurement and payment (90%, 100%)	3	9			\$1,800
d.	Prepare official submittal to City (75%, 90%, 100%)		6	6		\$1,350
e.	Prepare estimate of construction costs (50%, 75%, 90%, 100%)	2	9	15		\$2,895
f.	Attend review meetings with City (assumes 3 - 75%, 90%, 100%)		6			\$840
g.	Attend review meeting with Katie/LRMD Board (assumes 4 - 50%, 75%, 90%, 100%)		8			\$1,120
h.	Xcel and CDOT coordination		32			\$4,480
i.	Getotechnical Engineering (GROUND Engineering)				\$16,600	\$16,600
j.	Structural Engineering (Otegui Structural Service)				\$9,000	\$9,000
k.	Survey - Barbara Gulch Trails (BPS)				\$9,900	\$9,900
l.	Civil Engineering (Elevation Land Consultants)				\$48,275	\$48,275
m.	Natural Resource Consultation (ERO Resources)				\$5,500	\$5,500
n.	QA/QC, miscellaneous management, coordination, and expenses	40	24		\$1,500	\$12,060
Subtotal hours per task		54	126	33		
Subtotal cost per task		\$9,720	\$17,640	\$2,805	\$90,775	\$120,940

Assumptions

- See attached fee proposals from subconsultants for their work products, assumptions, and a breakdown of their fees
- Coordination items from Katie Cooley/LRMD Board will be provided to Architerra within 3 business days
- All project sites within each plan set will be reviewed and commented upon (by LRMD board and/or Katie Cooley) at the same time; comments will be provided in a single document
- Electrical engineering not included - any electrical project in these areas will undergo review and permitting separate from this contract. Any electrical required for irrigation controllers will be by Owner.
- Plan Set 1: Culebra entry monument, String of Pearls (Final Development Plat Amendment)
- Plan Set 2: Day Break Park, Westridge Park, Barbara Gulch Trails (Site Plan Amendment)

Plan Set 1

Culebra Entry Monument Construction Documents						
a.	Prepare 50% existing conditions and demolition plan		1	2		\$310
b.	Prepare 50% layout and materials plan		1	3		\$395
c.	Prepare 50% grading and drainage plan		1	2		\$310
d.	Prepare 50% planting/restoration plan		1	2		\$310
e.	Prepare 50% details		2	4		\$620
f.	Revise/refine plans (one each at 75%, 90%, 100%)	4	8	15		\$3,115
Subtotal hours per task		4	14	28		
Subtotal cost per task		\$720	\$1,960	\$2,380	\$0	\$5,060

Assumptions:

- No new planting outside of dyland grass restoration is included.
- No irrigation design included; irrigation work will be a design/build item
- Improvements on west side of Culebra and W. 82nd Ave only
- Assumes one sheet for all four plans at 1" = 10' scale

String of Pearls Construction Documents (5 locations)							
		Personnel Hourly Rate	Principal \$180/hr	Manager \$140/hour	Designer \$85/hr	Expenses	Total Cost
a.	Prepare 50% existing conditions and demolition plan			4	12		\$1,580
b.	Prepare 50% layout and materials plan			8	18		\$2,650
c.	Prepare 50% grading and drainage plan			12	18		\$3,210
d.	Prepare 50% planting/restoration plan			6	15		\$2,115
e.	Prepare 50% details			8	16		\$2,480
f.	Prepare 50% irrigation plans and details		20		40		\$7,000
g.	Water tap research and design		32				\$5,760
h.	Revise/refine plans (one each at 75%, 90%, 100%)		18	36	90		\$15,930
Subtotal hours per task			70	74	209		
Subtotal cost per task			\$12,600	\$10,360	\$17,765	\$0	\$40,725

Assumptions:

- Improvements for 6 parcels along W 88th Dr - (2 parcels - new planting beds; 2 parcels - planting beds, informal lawns, seating; 2 parcels - recreation opportunities: cornhole, bocce, horseshoe, slackline, and climbing boulders)
- Assumes one sheet per plan, per 2 parcels at 1" = 20' scale - 15 plan sheets total

Plan Set 1 - Final Development Plan Amendment						
a.	Prepare submittal #1		8	30		\$3,670
b.	Attend review meeting		2			\$280
c.	Coordination items from review comments		8			\$1,120
d.	Revise/refine plans for submittal #2		8	24		\$3,160
e.	Attend review meeting		2			\$280
f.	Coordination items from review comments		4			\$560
g.	Revise/refine plans for submittal #3		8	16		\$2,480
h.	Attend review meeting		2			\$280
i.	Coordination items from review comments		2			\$280
Subtotal hours per task		0	44	70		
Subtotal cost per task		\$0	\$6,160	\$5,950	\$0	\$12,110

Assumptions:

- Only three submittals for the City are included with progressive comments from the City. Contradicting comments or late comments that require extensive coordination or redesign may require additional fees.
- Includes modifications to City approved planning sets; no engineering or building sets are included
- Digital submittal only

Plan Set 2

Daybreak Park (2 locations)						
a.	Prepare 50% existing conditions and demolition plan		2	8		\$960
b.	Prepare 50% layout and materials plan		8	10		\$1,970
c.	Prepare 50% grading and drainage plan		8	16		\$2,480
d.	Prepare 50% planting/restoration plan		2	6		\$790
e.	Prepare 50% details		4	8		\$1,240
f.	Prepare 50% irrigation plans and details	20				\$3,600
g.	Revise/refine plans (75%, 90%, 100%)	30	20	80		\$15,000
Subtotal hours per task		50	44	128		
Subtotal cost per task		\$9,000	\$6,160	\$10,880	\$0	\$26,040

Assumptions:

- Location 1: playground updates include new swing structure, new concrete seating wall, and playground pit expansion
- Location 2: court updates include seating area, shade structure, cornhole court, horseshoe pit, game table, foosball table, seating, and planting
- Assumes one sheet per plan per location at 1" - 10' - 10 sheets total

Westridge Park						
a.	Prepare 50% existing conditions and demolition plan		2	4		\$620
b.	Prepare 50% layout and materials plan		4	8		\$1,240
c.	Prepare 50% grading and drainage plan		8	8		\$1,800
d.	Prepare 50% planting/restoration plan		2	8		\$960
e.	Prepare 50% details		4	8		\$1,240
f.	Prepare 50% irrigation plans and details	12		16		\$3,520
g.	Revise/refine plans (75%, 90%, 100%)	24	18	72		\$12,960
Subtotal hours per task		36	38	124		
Subtotal cost per task		\$6,480	\$5,320	\$10,540	\$0	\$22,340

Assumptions:

- Design for seating stops along stairs, planting, new gaga pit, and cornhole court at Westridge Park.
- Assumes one sheet per plan at 1" = 10' - 5 sheets total

Barbara Gulch Trails						
a.	Prepare 50% existing conditions and demolition plans	10		20		\$3,500
b.	Prepare 50% layout and materials plans	40		80		\$14,000
c.	Prepare 50% grading and drainage plans	40		80		\$14,000
d.	Prepare 50% planting/restoration plans	10		20		\$3,500
e.	Prepare 50% details	8		24		\$3,480
f.	Pedestrian bridge design and coordination	20		20		\$5,300
g.	Revise/refine plans (75%, 90%, 100%)	80	40	240		\$40,400
Subtotal hours per task		208	40	484		
Subtotal cost per task		\$37,440	\$5,600	\$41,140	\$0	\$84,180

Assumptions:

- Design for approximately 3 miles of 6' wide road base trails
- Irrigation design not included
- Assumes four sheets per plan type at 1" = 20' - 16 sheets total

Plan Set 2 - Site Plan Amendment					
a.	Prepare submittal #1		8	30	\$3,670
b.	Attend review meeting		2		\$280
c.	Coordination items from review comments		8		\$1,120
d.	Revise/refine plans for submittal #2		8	24	\$3,160
e.	Attend review meeting		2		\$280
f.	Coordination items from review comments		4		\$560
g.	Revise/refine plans for submittal #3		8	16	\$2,480
h.	Attend review meeting		2		\$280
i.	Coordination items from review comments		2		\$280
Subtotal hours per task		0	44	70	
Subtotal cost per task		\$0	\$6,160	\$5,950	\$0
					\$12,110

Assumptions:

- Only three submittals for the City are included with progressive comments from the City. Contradicting comments or late comments that require extensive coordination or redesign may require additional fees.
- Includes modifications to City approved planning sets; no engineering or building sets are included
- Digital submittal only

Subtotal hours all tasks	422	424	1146		
Subtotal cost all tasks	\$75,960.00	\$59,360.00	\$97,410.00	\$90,775	\$323,505.00

Total fees Design Development and Construction Documents (all project sites)	\$323,505.00
Master Planning Contract fees remaining	\$94,197.65
Additional fees required	\$229,307.35
Existing Contract Amount	\$223,585.00
New Contract Amount	\$452,892.35

Assumptions:

- Construction budget for all improvements is \$3,350,000
- All submittals will be digital; no hard copy deliverables are included
- Comments from City of Arvada may require additional design efforts and additional scope and fees
- Public outreach is not included
- Evaluation/identification of hazardous/contaminated materials that may be present, is not included. Metropolitan District must inform design team to the presence of hazardous/contaminated materials known to them prior to the performance of any subsurface exploration.

GROUND

ENGINEERING

July 17, 2024

Subject: Proposed Scope of Professional Services, Geotechnical Evaluation, **Leyden Rock Metro District Parks Improvements**, Arvada, Colorado.

Proposal No. 2407-1380 Revised

Lesanne Dominguez
The Architerra Group
5881 South DeFrame Street
Littleton, Colorado 80127

Dear Ms. Dominguez:

GROUND Engineering Consultants, Inc. (GROUND) is pleased to submit a proposal to conduct four geotechnical evaluations in support of the design and construction of the proposed improvements planned within the Leyden Rock Development located near the intersection of W. 82nd Avenue and Leyden Rock Drive in Arvada, Colorado. Based on correspondence with the Architerra Group¹ and provided information, we understand improvements are planned for 4 separate locations:

- Northwest of the intersection of West 82nd Avenue and Culebra Street.
- Westridge Park located at 18905 West 85th Bluff.
- West of the intersection of West 88th Drive and Eldora Street.
- Daybreak Park located at 16684 West 86th Drive Avenue.

Site plans were not available at the time of proposal preparation, nor was a general list of anticipated improvements. Geotechnical information regarding earthwork, pavements, walls, and shelter foundations was requested.

In addition, a pedestrian bridge is planned to span Barbara Gulch at a location approximately 1,350 feet east-northeast of the intersection of Bross Street and West 87th Drive. We anticipate that the bridge will be a single-span, pre-fabricated structure approximately 45 feet in length.

¹ Dominguez, Lesanne (2024) *LRMD – Geotechnical Proposal*

**Leyden Rock Metro District Parks Improvements
Arvada, Colorado**

Based on provided information and our experience with similar projects, we propose the following:

Geotechnical Evaluation Components

- As requested, drill 7 test holes at locations determined by GROUND (but generally as requested by the Architerra Group) with a conventional, truck- or buggy-mounted drilling rig to evaluate the subsurface profile and to obtain earth material samples for laboratory testing.

Five (5) of the test holes will be advanced to depths of approximately 20 to 30 feet within the approximate improvement footprints. The remaining 2 test holes will be drilled to 30 to 40 feet at the approximate pedestrian bridge abutment locations.

Final depths of the test holes will be determined in the field as exploration progresses and the subsurface profile becomes evident.

- Conduct a laboratory testing program to evaluate relevant engineering characteristics of the earth materials encountered.
- Analyze the results of the field and laboratory studies to develop geotechnical parameters regarding bridge foundations and abutment walls, shelter foundation and floor systems, remedial earthwork, excavation conditions, retaining walls, lateral earth pressures, water-soluble sulfates, soil corrosivity, and on-site pavement sections.

Only geotechnical parameters for retaining wall and abutment wall design are proposed. If a retaining wall design is requested, GROUND can provide a proposal for that.

- Prepare a separate report for each of the four locations and the pedestrian bridge summarizing the data obtained, and presenting our conclusions and parameters. Electronic copies (PDF format) of the reports will be provided. Hard/paper copies will be available upon request. Field work, data analysis and report preparation will be conducted under the supervision of a Colorado-licensed professional engineer.

Fees

Based on the proposed scope of services outlined above, we propose a lump sum fee of **\$16,600** to complete the geotechnical evaluation. This fee assumes normal work day (Monday to Friday – 7 AM to 6 PM) operations. Additional fees will apply for night, weekend, and/or holiday work.

**Leyden Rock Metro District Parks Improvements
Arvada, Colorado**

Optional Additional Services

If additional services are required beyond the scope outlined above, we propose that our fees for those services be in accordance with the hourly and unit costs presented in the *Fee Schedule* on page 5 of this scope. GROUND will not proceed with additional services; however, without your prior approval and authorization.

As times required for post-report consulting and development of additional parameters are difficult to forecast, we also propose to provide such services on an hourly and basis. Specifically, a rate of \$160 per hour will apply for a project engineer or geologist, \$200 per hour for a senior project engineer or geologist, and \$235 per hour for a GROUND principal.

Considerations/Exclusions

- We assume that the site will be accessible to a conventional, truck-mounted drilling rig. Our scope does not include snow removal, construction of access routes or drilling pads, fence removal, or any other measures necessary to obtain physical access to the test hole locations.
- The Architerra Group will furnish right-of-entry for GROUND and GROUND's Subconsultants/Subcontractors to make borings, surveys and/or conduct other surface or subsurface explorations.
- GROUND will notify public utilities through the Utility Notification Center of Colorado (UNCC/Colorado 811). GROUND will not be liable for damage to any private utilities as a result of exploration; the utility owner must identify or otherwise locate these utilities. By entering into an agreement with GROUND, the Architerra Group accepts this limitation and will either coordinate this utility identification and/or provide information to GROUND regarding the location(s) of on-site utilities. We have assumed that the Architerra Group will notify the property owner(s) within 48 hours of proposal execution.
- Evaluation/identification of hazardous/contaminated materials that may be present, is not included in GROUND's scope of services, unless otherwise indicated. The Architerra Group and/or the Metropolitan District must inform GROUND to the presence of hazardous/contaminated materials, known to them prior to performance of any subsurface exploration.

**Leyden Rock Metro District Parks Improvements
Arvada, Colorado**

- Our scope does not include fees associated with obtaining permits to complete our field services or to respond to municipal or other agency review of our report.
- GROUND and its Subconsultants/Subcontractors will take reasonable precautions to reduce damage to property. Some damage to landscaping, pavements, etc., is inherent to geotechnical drilling and should be expected by the Architerra Group and the Metropolitan District.
- GROUND will backfill the test holes with auger returns, patch paved areas with cold patch asphalt or grout and generally leave the site reasonably restored. Additional site repairs including, but not limited to, more extensive site clean-up, restoring ruts/damage in landscaped areas, repairing broken irrigation systems, replacing cracked curbs or flatwork, more elaborate pavement repairs, etc., are outside of our scope of services.
- We have assumed that the test hole locations and elevations will be surveyed by others on the project team, if necessary. As part of this proposed scope of services, GROUND intends to utilize the Architerra Group-provided site plan indicating existing features, Google Earth/Map imagery, and a hand-held GPS to determine the location of the test holes.
- Groundwater level observations will be performed during drilling operations; test holes will be backfilled upon drilling completion per Code of Colorado Regulations (2 CCR 402-2). In the event that the Architerra Group desires additional/repeated groundwater level observations, GROUND must be notified prior to proposal/agreement execution so that necessary revisions to the scope and fee can be made.
- A contractor who relies upon GROUND's reporting for development of his scope of work or cost estimates may find the geotechnical information to be inadequate for his purposes or find the geotechnical conditions described to be at variance with his experience in the greater project area. The contractor is responsible for obtaining the additional geotechnical information that is necessary to develop his work scope and cost estimates with appropriate precision.

Schedule

We propose to initiate the evaluation (public utility locates, scheduling drilling, etc.) within 3 days of being given notice to proceed (i.e., receipt of a signed copy of this proposal). We anticipate that preliminary subsurface information will be available upon request approximately 3 to 5 weeks

**Leyden Rock Metro District Parks Improvements
Arvada, Colorado**

after drilling completion, and that the report should be completed approximately 6 to 7 weeks after execution of this proposal/drilling completion. GROUND will attempt to adhere to this schedule; however, this remains dependent upon favorable weather conditions, subcontractor availability, site access, and buried utility locations, and therefore cannot be guaranteed. In any event, we will notify you of our progress and pertinent information, as it becomes available.

Authorization

Please review the *General Conditions* on pages 6 and 7 of this scope of services, which contain a limitation of GROUND’s liability. Also note that GROUND reserves the right to alter the scope items if deemed necessary and withhold data and reports until we have received a signed proposal.

If you have any questions, concerns, or comments regarding this proposal, please contact this office. If this proposal meets with your approval, please return a signed copy to this office at which time we will sign and return an executed copy to you. This proposal is valid for 30 days. If GROUND is requested to commence work before this proposal is signed, this proposal along with the attached *General Conditions* will constitute the terms of our contract.

We appreciate this opportunity to work with you on this project.

Sincerely,

GROUND Engineering Consultants, Inc.

Brian H. Reck, P.G., C.E.G., P.E.

Agreed to this _____ day of _____, 2024

The Architerra Group by: _____

Please print name

GROUND Engineering Consultants, Inc. by: _____

Please print name

All engineering services require a project-specific proposal.

FIELD INVESTIGATION		ENGINEERING	
Truck Mounted Drill Rig with 2-Man Crew		Principal Engineer	\$235
• Solid Stem Auger (hourly)	\$195	Senior Project Manager, Engineer, Geologist	\$200
• Hollow Stem Auger (hourly)	\$215	Project Engineer, Geologist	\$160
• Wireline Coring	\$220	Project Manager	\$130
• ODEX, Rotary Drilling	\$265	Field / Staff Engineer, Geologist	\$120
Track Mounted, All-Terrain, Limited Access Drill Rigs, and Drill Rig Support Equipment	Quote	CAD Technician	\$90
Water Truck, Support Truck (daily)	\$315 - \$500	Special Consultation/Expert Testimony, and Court Appearance	Quote
Excavator / Backhoe / Hydro-Vac	Quote	Mobilization	Quote
Standby Time	Hourly Rate	Per Diem / M & IE	GSA Rates

MISCELLANEOUS			
Equipment Rental	Cost + 20%	Environmental Drilling, Sampling, Analysis	Quote
Outside Laboratory Services	Quote	Personal Protective Equipment (PPE)	Quote
Out-of-Town Living Expenses, Commercial Travel Costs, etc.	Quote	Geotechnical Instrumentation, Vibration Monitoring, Thermal Conductivity, and Resistivity	Quote
Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer	Quote	Retaining Wall Design, Shoring Design, Seepage Analysis, Slope Stability Analysis, and Crane Pad Analysis	Quote

LABORATORY TESTING			
Natural Density and Moisture Content	\$20	Permeability	
Atterberg Limit (Single Point)	\$85	• Falling or Constant Head, 2-4" Diameter	\$325
Specific Gravity	\$110	• Triaxial Permeability	\$450
Relative Density	\$275	California Bearing Ratio, 1-Point	\$150
Gradation Analysis		California Bearing Ratio, 3-Point	\$450
• All Standard Sieve to #200 Sieve	\$75	"R" Value	\$425
• Percent Less Than #200 Sieve	\$50	Resilient Modulus (per point)	\$850
• Gradation with Hydrometer	\$200	Los Angeles Abrasion Test	\$200
Denver Swell	\$100	Soil Stabilization Mixture Analysis	\$3,500
Soil Suction	\$75	Soundness (Sodium)	\$450
Proctor Compaction – Standard or Modified	\$130	Fractured Faces Test	\$85
Unconfined Compressive Strength		Flat or Elongated Particles	\$90
• Soil	\$60	Corrosivity Testing	
• Rock	Quote	• Water-Soluble Sulfates	\$60
Direct Shear Strength (3-Point)		• pH Test	\$55
• Quick Test	\$650	• Reduction/Oxidation Potential (Redox)	\$55
• Consolidated-Undrained	\$900	• Sulfide Content	\$55
• Consolidated-Drained	Quote	• Soil Resistivity (Direct Measurement Method)	\$50
Triaxial Shear	Quote	• Soil Resistivity (Soil Box Method)	\$105
Time-Consolidation	\$650	• CDOT Suite (pH, Resistivity, Chlorides, and Sulfates)	\$280
		• Eng. Suite (pH, Resistivity, Redox, and Sulfides)	\$245
		Organic Content	\$100

GROUND ENGINEERING CONSULTANTS, INC.

GENERAL CONDITIONS – ENGINEERING

INTENT OF SERVICES: The services and any subsequent analysis and reporting performed by GROUND Engineering Consultants, Inc. (hereafter referred to as the Consultant) under this Agreement are intended to assist the Client in planning and/or designing the project. Any exploration, testing, and/or analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this Agreement. Any changes in project plans or schedule, referenced within Consultant's reporting should be brought to the attention of the Consultant, in order that provided geotechnical information be reevaluated and, as necessary, modified.

Any geotechnical conclusions and information in Consultant's reporting will rely upon subsurface exploration at a limited number of exploration points, as well as the means and methods described. The Client agrees to accept that subsurface conditions are interpolated between and extrapolated beyond these locations and it is not possible to guarantee the subsurface conditions are as indicated. Actual conditions exposed during any subsequent construction may be expected to differ from those encountered during site exploration. Additional exploration and laboratory analysis can always be performed to further evaluate the site's subsurface conditions, albeit at additional time and cost. The Consultant is available to discuss the benefits of additional exploration and laboratory analysis with the Client. The Scope of Services presented reflects the Client's preferences, objectives, budget, and schedule as understood by Consultant at the time of proposal preparation. The resultant information provided may not be sufficient for use by other parties or other purposes. In the event the Client or any user of Consultant's reporting does not fully understand the earth conditions at the project site, the potential risks affiliated with those conditions, and the acceptance of responsibility to manage/mitigate these risks, Consultant encourages that they contact a representative of the Consultant for further assistance. Furthermore, if the information provided in Consultant's reporting is not fully understood by the Client, our office should be contacted immediately.

A contractor who uses Consultant's reporting for development of his scope of work or cost estimates may find the geotechnical information and conclusions therein to be inadequate or insufficient for his purposes or find the geotechnical conditions described to be at variance with actual conditions or his experience in the greater project area. The contractor is responsible for obtaining the additional geotechnical information that is necessary to develop his work scope and cost estimates with appropriate precision. The Client agrees that it will require any contractor or subcontractor to indemnify Consultant and its officers, agents, and employees for any use of the information generated as a result of the scope of services provided with respect to this Agreement, or, failing to do so, will indemnify Consultant directly for any such use.

ALL DEVELOPMENT CONTAINS INHERENT RISKS: It is important that ALL aspects of Consultant's reporting, as well as the estimated performance (and limitations with any such estimations) of proposed project improvements are understood by the Client and Project Owner (if different). Utilizing reported information/parameters for planning, design, and/or construction constitutes understanding and acceptance of the indemnity provisions governing this Agreement, as well as understanding and acceptance of information/parameters provided, potential risks, potential deviation from actual site conditions, performance estimates, as well as the limitations inherent within such estimations and information provided.

STANDARD OF CARE: In providing its services, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by similar members of Consultant's profession practicing under the same or similar circumstances with the same or similar scope of services.

COMMENCEMENT: If Consultant commences performance of all or any portion of the services under this Agreement upon Client's verbal or written authorization but without a signed agreement in place, Client shall be deemed to have approved and ratified this entire Agreement and the terms of this Agreement shall be fully enforceable in the same manner as if a signed agreement were in place.

INFORMATION PROVIDED BY OTHERS: The Client agrees to assist Consultant by placing at its disposal available information pertinent to Consultant's services. It is the responsibility of the owner or supplier of such documents, either electronic or non-electronic, to ensure that Consultant's use does not violate any copyright or confidentiality that may be pertinent to the supplied information. The Client recognizes that it is impossible for Consultant to assure the accuracy, completeness, and sufficiency of such information either because it is impossible to verify, or because of errors or omissions that may have occurred in information provided by others. The Client agrees Consultant cannot and shall not be held accountable for information so provided by others.

HAZARDOUS MATERIALS: Unless otherwise indicated in the scope of services for this project, nothing in this Agreement shall be construed as providing any type of service relating to an assessment of the possible presence of oil, hazardous materials, asbestos, radioactive materials or any other environmental contaminants, which may be subject to regulatory control, or for the design of systems to remove, treat, handle, or dispose of contaminated materials. The Client/Owner must inform Consultant to the presence of hazardous/contaminated materials, known to him, prior to performance of any subsurface exploration.

RIGHT-OF-ENTRY: Unless otherwise agreed, the Client will furnish right-of-entry for the Consultant and Consultant's Subconsultants/ Subcontractors to make borings, surveys, and/or conduct other surface or subsurface explorations. The Consultant and its Subconsultants/ Subcontractors will take reasonable precautions to reduce damage to property. However, cost of restoration or damage that may result from field operations is not included in the fee unless otherwise stated.

UTILITIES: Consultant will notify public utilities through the Utility Notification Center of Colorado (UNCC / Colorado 811). Consultant will not be liable for damage to any private utilities as a result of exploration; the utility owner must identify or otherwise locate these utilities. By entering into an agreement with Consultant, the Client accepts this limitation and will either coordinate this utility identification and/or provide information to Consultant regarding the location(s) of on-site utilities. We have assumed that the Client will notify the property owner(s) within 48 hours of proposal execution.

DEFECTIVE EQUIPMENT: Consultant cannot be held liable for any costs affiliated with defective equipment used by the Consultant, regardless of the cause of such defects, because such defects are beyond Consultant's control. By utilizing our services with respect to this project, the Client specifically releases and indemnifies Consultant and its officers, principals, employees, and agents of any and all costs affiliated with any defect in the equipment and understands that their sole recourse with regard to defective equipment (including that which may have been caused inadvertently during installation) is that which is provided by the manufacturer, if any.

SAMPLES: All samples of soil and rock will be discarded thirty (30) days after report submittal. Upon Client's request and written authorization, samples will be delivered in accordance with Client's instructions, or stored up to twelve (12) months after report submittal, for an agreed charge.

REPORTS: All documents prepared or furnished by the Consultant under this Agreement, including reports, plans, and other documents, are instruments of service for the sole use and benefit of the Client and may not be assigned to or relied upon by any other party. Consultant agrees, upon request, to provide reports, plans, and other documents to Client stored electronically. The Client recognizes that reports, plans, or other documents recorded on and transmitted as electronic media are subject to undetectable alteration due to transmission, conversion, media degradation, or software error. Reports, plans, and other documents prepared by Consultant remain the property of Consultant until all fees for Consultant's services have been paid. Client agrees that all reports, plans, and other documents furnished to the Client and its agents not fully paid for will be returned upon demand, and shall not be used for design, licensing, permits, and/or construction. If any information provided to Client under this Agreement is altered in any way or not fully paid for and then used for any aspect of the project or anything else at the subject site, Consultant is released and indemnified by the Client and the user with regard to professional and general liabilities.

ADDITIONAL SERVICES: Consultant's proposed fees do not include post-report consultation, unless otherwise specified in the proposal. In the event of difficult site access, postponement, or termination of our services for any reason after notice to proceed has been provided by the Client, costs incurred will be charged in accordance with hourly and unit rates as indicated on the Fee Schedule – Engineering Services. Additional staff consultation services requested following issuance of any report will be billed at rates as indicated herein. These fees will be billed accordingly without further notice. Consultant will not proceed with any additional field-related services (drilling, utility locates, etc.) without Client's prior authorization.

INVOICES: Consultant will submit progress invoices to Client monthly and a final bill upon completion of the services. Invoices will show either a lump sum fee or charges for different personnel and expense classifications. Each invoice is due on presentation and is past-due thirty (30) days from invoice date. Rates quoted in this proposal reflect a 3 percent cash/check discount. Pricing will be adjusted to remove this discount in the event the Client prefers to pay by credit card. The Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past-due accounts. Should the Consultant bring suit to recover past-due payment for services rendered to the Client, the Consultant shall be entitled to recover all costs of collection, including reasonable attorneys' fees.

TERMINATION: The Client or the Consultant may, with or without cause, terminate this Agreement at any time upon ten (10) working day's written notice to the other party. In the event all or any portion of the work performed or partially performed by the Consultant be suspended, postponed, terminated, or abandoned by the Client for any reason other than negligent acts, errors, or omissions by Consultant, the Client agrees to pay Consultant for the work performed and cost incurred to date of reception of written notification in accordance with the hourly and unit rates as indicated on the Engineering Fee Schedule. Upon a notice of resume services for the project by the Client, an equitable adjustment in fees and schedule to accommodate the resulting demobilization and remobilization shall be afforded to the Consultant.

FORCE MAJEURE: Any delay in or failure of performance by Consultant shall not constitute a default hereunder if such delays or failures of performance are a direct or indirect result of any cause beyond the reasonable control of the Consultant including, but not limited to, power or data system outages, acts of nature, acts of war, riots, or strikes, public health emergencies including but not limited to infectious disease outbreaks, governmental orders or directives, failure of any regulatory authority to act in a timely manner, failure of the Client to furnish timely information, or faulty performance by Client's contractors or consultants. The time for completion of Consultant's services shall be extended and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for associated damages.

THIRD-PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit. No other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder, nor shall any product derived from the services pertaining to this Agreement be transferred to any other party without the written permission of a Principal of the Consultant.

LIMITATION OF LIABILITY: The geotechnical engineering, engineering geology, and related services performed under this Agreement will be performed with the care and skill ordinarily exercised by similar members of Consultant's profession practicing under the same or similar circumstances with a similar scope of services. No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings and/or conclusions made. The economic or technical performance of this or any project cannot be guaranteed in any respect. In no event shall the Consultant be liable to the Client for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred in connection with this Agreement. **The Client agrees that the aggregate liability of Consultant and Subconsultant(s) for damages resulting from the performance of the services or fault of Consultant and Subconsultant(s), including negligence, breach of contract, or any other theory or cause, shall be limited to the total of the Consultant's fee under this Agreement.** In addition, to the fullest extent permitted by law, the Client agrees to release, indemnify, and hold the Consultant, its past or present employees, owners, directors, or officers, harmless for any damage, liability, or cost, including reasonable attorneys' fees, to the extent caused by Client's negligent acts, errors, or omissions in Client's performance in the project under this Agreement.

CORPORATE PROTECTION: It is agreed to by all parties affiliated with this Agreement that the services provided by the Consultant that are in any way connected to this project shall not subject Consultant's employees, owners, directors, or officers to any personal exposure for risks associated with any portion of this project. Therefore, and notwithstanding anything to the contrary that may be contained herein or in any other document related to this project, the Client, future owners, future users, and/or any other trades or professional, agrees that as the sole and exclusive remedy for any claim, demand, or suit shall be directed and/or asserted against the Consultant, a Colorado Corporation, and not against any individuals, including Consultant's past or present employees, owners, directors, or officers.

DISPUTE RESOLUTION: This Agreement is to be governed by the law of the State of Colorado. In an effort to resolve any conflicts that arise between the parties to this Agreement, the Client and the Consultant agree that any dispute, controversy, or claim arising out of or relating to this Agreement shall be submitted to non-binding mediation before a mutually agreed upon mediator. In the event the dispute cannot be resolved through mediation, the matter shall be subject to litigation in Arapahoe County District Court, Colorado.

SEVERABILITY: If any provision of this Agreement is determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform this provision to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

(End of Document)

2022E1

July 16, 2024

Ms. Lesanne Dominguez
The Architerra Group
5881 South Deframe Street
Littleton, Colorado 80127

RE: Barbara Gulch Trails, Jefferson County, Colorado
Scope of Work

Dear Ms. Dominguez,

ERO Resources Corporation (ERO) is pleased to provide the following scope of work to assist The Architerra Group with ecological services for the proposed Barbar Gulch Trails project in Jefferson County, Colorado.

ERO, a Colorado corporation, will conduct the work for The Architerra Group, Inc., hereinafter referred to in all accompanying documents as Client. ERO will conduct this work on a fixed fee basis for a cost of \$5,500.00.

In order to proceed, please sign and return a copy of this letter to signify your acceptance of this proposal and all terms and conditions. We look forward to assisting you on this project. Please call me if you have any questions.

Sincerely,




Moneka Worah
Natural Resource Specialist/
President

Accepted by Client:

Signature Date

Accepted by ERO:



Signature Date
7/16/2024

Attachments

ERO Resources Corporation

Scope of Work for

Barbara Gulch Trails

Jefferson-County, Colorado

July 16, 2024

Summary

The Architerra Group, Inc. (Client) has requested that ERO Resources Corporation (ERO) prepare this Scope of Work (SOW) to perform the environmental services discussed below for the Barbara Gulch Trails project in Jefferson County, Colorado (project area). ERO proposes the following tasks to assist the Client with natural resource evaluations of the project area to inform the design of the proposed trails.

Task 1. Conduct Natural Resources Site Review

ERO will conduct a reconnaissance-level natural resources site review to determine potential natural resource concerns in the project area. The site review will include identifying and mapping the following:

- General vegetation, including areas of high-quality native vegetation and diversity.
- Suitable habitat for federally listed threatened and endangered species habitat.
- Suitable habitat for state-listed threatened, endangered, and species of concern.
- Other wildlife habitat and corridors.
- Active prairie dog colonies.
- Nesting habitat for raptors and songbirds.
- Other natural resources that might affect development of the project area.
- Potential or actual use of the project area by wildlife.

ERO will digitize all information using a digital aerial photograph background. ERO will provide the Client with CAD layers for each of the resources mapped in DWG format.

Task Products

- CAD data containing boundaries of mapped biological resource areas delivered to the Client via email.

Task Assumptions

- The Client will arrange and provide written permission to access the project area.
- Changes to the boundaries of the project area will require additional effort and ERO will coordinate with the Client to determine if changes in this SOW or budget are necessary.
- This task does not include migratory bird or burrowing owl clearance surveys if suitable habitat is found.
- This SOW does not include threatened and endangered species surveys in the project area.

- This SOW does not include a wetland delineation. If a wetland delineation is required, a new SOW will be prepared.

Schedule

- Within four weeks of receipt of Notice to Proceed (NTP), assuming the ground is free of snow.

Task 2. Prepare Natural Resources Assessment Report

ERO will prepare a Natural Resources Assessment Report for the Client. The report will provide information on existing site conditions and resources, as well as current regulatory guidelines related to those resources. An aerial photograph of the project area showing the approximate location of potential natural resources will be included in the report. The report will include recommendations for project planning, identification of project constraints and opportunities, and, if necessary, additional environmental studies. The report will be submitted as a draft to the Client for review and comment. After reviewing the report, the Client will determine if additional work is required.

Task Products

- Draft and final Natural Resources Assessment Report delivered to the Client via email.

Task Assumptions

- ERO will revise the draft report once, based on combined comments from the Client. Additional revisions will be considered an additional service.

Schedule

- Within four weeks of completion of Task 1 and NTP from the Client.

Task 3. Project Management, Coordination, and Meetings

ERO will coordinate with the Client during the environmental studies. This task includes emails, other coordination, and participating in up to two virtual meetings with the Client and project team, as needed during the project. This task also includes time for reviewing all documents and figures for technical and editorial accuracy.

Task Products

- Up to two virtual meetings with the Client and project team.

Task Assumptions

- No in-person meetings are included in this SOW.
- No agency meetings are included in this SOW.

Estimated Costs

Tasks 1 through 3 will be completed on a fixed fee basis for a cost of \$5,500 including expenses billed at cost plus 8 percent.

Task 1. Conduct Natural Resources Site Review	\$2,000
Task 2. Prepare Natural Resources Assessment Report	\$3,000
Task 3. Project Management, Coordination, and Meetings	\$500
Total	\$5,500

Attachment: Terms and Conditions

TERMS AND CONDITIONS

1. ERO shall perform all work under this Agreement as an independent contractor. Neither execution of this Agreement nor performance by the parties under this Agreement shall create any partnership, joint venture, or agency relationship between the parties.
2. ERO periodically shall submit invoices to CLIENT. CLIENT shall pay each invoice within thirty (30) days of the date of the invoice. CLIENT shall pay an additional charge of one and one-half percent (1-1/2%) of the amount of the invoice per month, or the maximum percentage allowed by law, whichever is the lesser, for any payment received by ERO more than sixty (60) days from the receipt of an invoice.
3. The CLIENT, at its expense, shall provide ERO with access to and egress from all property to which ERO may require access to perform its services under this Agreement.
4. For Projects specifically involving the assessment, identification, confirmation, or removal of solid wastes, hazardous substances, hazardous wastes, or toxic materials the CLIENT, at its expense, shall provide full information regarding its knowledge of the Project; the identity, nature, quantity, and location of all known solid wastes, hazardous substances, hazardous waste, or toxic materials at or on the site; all reports, data, maps, diagrams, studies, specifications, and other documents or any information relating to said substances, materials and wastes; surface or subsurface conditions at the site; and names, addresses, and phone numbers of such persons that may possess such information, which would assist ERO to perform its services hereunder, and any circumstances known to the CLIENT that would hinder ERO's performance or make performance by ERO more difficult or expensive than would ordinarily be expected.

CLIENT agrees that ERO is not liable for any and all claims, losses, costs, damages, or expenses caused by CLIENT's failure to provide such information regarding the solid, hazardous or toxic substances, wastes or materials. Such causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or warrant. ERO shall be entitled to rely on all client-provided documents and information regarding solid, hazardous or toxic substances, wastes or materials in performing services under the Agreement; however, ERO assumes no responsibility or liability for the accuracy or completeness of such documents or information.

5. In recognition of the relative risks, rewards, and benefits of the project to both the CLIENT and ERO, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, that for any and all claims, losses, costs, damages, or expenses caused by professional negligence, ERO's liability, including that of its employees, agents, and subcontractors, in the aggregate under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000) or our fees, whichever is less. In no event shall ERO be liable for consequential damages.
6. For any damage caused by negligence other than professional negligence, ERO's liability, including that of its employees, agents, and subcontractors, in the aggregate under this Agreement shall not exceed the limits of ERO's comprehensive general, automobile liability insurance coverage,

or other insurance policies (Commercial General Liability—\$2 million each occurrence, \$4 million aggregate; Any Automobile—\$1 million; and Workers' Compensation—\$1 million).

7. Subject to Paragraphs 4, 5, and 6 above and otherwise to the fullest extent permitted by law, CLIENT and ERO shall indemnify, defend, and hold harmless each other and their subcontractors, consultants, agents, officers, directors, and employees from and against all claims, damages, losses, and expenses, whether direct, indirect, or consequential, including, but not limited to, fees and charges of attorneys and court and arbitration costs arising from their own negligent acts or omissions.

8. Either party may terminate this Agreement for cause if the other commits a material, uncured breach of this Agreement. Termination shall be effective ten (10) days from receipt of the Notice of Termination. No later than thirty (30) days after termination, CLIENT shall pay ERO upon invoice for services performed and charges prior to termination, plus termination charges. Termination charges shall include, without limitation, charges for personnel, putting project documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, and all other related costs and charges incurred that are directly attributable to termination.

9. ERO shall not specify work procedures, manage, or supervise work for which it is not responsible under this Agreement, or implement or be responsible for health and safety procedures for persons other than its own employees.

10. CLIENT shall compensate ERO for any and all costs, expenses, obligations, or damages arising out of any litigation, investigations, or regulatory procedures in which ERO is compelled to participate, that relate to this project. No such compensation shall be due or payable in the event that it resulted from ERO's negligent or intentional acts.

11. The provisions of this Agreement shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

12. ERO shall retain as confidential all information and data furnished to it by the CLIENT. This shall not apply to information and data already known to the receiving party or already generally available to the public.

13. CLIENT and ERO represent and warrant to the other that they have the full power and authority to execute and deliver this Agreement, and perform their respective obligations hereunder.

14. This agreement shall be governed by the laws of the State of Colorado.



July 15, 2024

Lesanne Dominguez
Architerra Group
5881 S. Deframe Street
Littleton, CO 80127

**Re: Leyden Rock Neighborhood Improvements (the “Project”)
Proposal to provide Engineering services (the “Proposal”)
(Proposal Number: P2023011a)**

Dear Ms. Dominguez:

We are pleased to submit this Proposal to provide Engineering services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto will constitute a binding agreement (the “Agreement”) between Elevation Consulting Group Ltd. and Architerra Group (the “Client”).

PROPOSAL ASSUMPTIONS

- Scope within this proposal is based on the following documents received from the Client:
 - LRMD Pre-Application submittal, dated 4/17/2024, consisting of the following improvements:
 - Daybreak Park Plaza
 - Daybreak Park Playground Improvements
 - Westridge Park Improvements
 - Culebra Street Monument Sign
 - String of Pearls Improvements (Parcels 1-6)
 - Preliminary Trails Alignment Plan, dated 3/6/2024, consisting of the following proposed road base non-ADA trails:
 - Southridge Trail
 - W. 87th Drive Connector Trail
 - North Parkway Trail

If the actual improvements differ from those depicted in these documents, or if additional improvements are requested, the scope and fee within this proposal is subject to change.

- The project will require City of Arvada submittals and approvals for a Site Plan Amendment (for improvements within open space zoning) and a Final Development Plan Amendment (for improvements within PUD zoning). The Site Plan Amendment and Final Development Plan Amendment will consist of two separate plan sets, however, they will be submitted and processed as a single development application. Additionally, City of Arvada Site Disturbance and State of Colorado NPDES Permits are also anticipated to be required. To the extent described below, Elevation Consulting will participate in all of these regulatory processes within the scope of this proposal. If the City requires additional permits, reviews, documents, or multiple development applications, they will be considered additional services.
- Processing of all submittal packages, including preparation of all applications and cover sheets, will be performed by the Client. Permitting is the responsibility of the Client, Contractor, or Owner.

- The City will require a Drainage Compliance Letter for the project. For the purposes of this proposal the following assumptions apply:
 - The effort will be limited to review of existing drainage studies, calculations of additional impervious area and runoff within each affected basin, associated maps/exhibits, and a summary letter. It is assumed that existing drainage studies are available for all areas which are tributary to and inclusive of the proposed improvements, and that off-site or upstream hydrologic analysis will not be required. If off-site or upstream hydrologic analysis is required, it will be considered additional services.
 - Drainage compliance will be assessed relative to the criteria at the time the original development was permitted. Assessment of improvements relative to current criteria or analysis for bringing sites into compliance with current criteria is not anticipated or included.
 - Elevation Consulting will provide a hydrologic and hydraulic analysis of the drainage area tributary to the proposed pedestrian bridge associated with Southridge Trail to provide bridge elevation recommendations. Any other hydrologic analysis, hydraulic conveyance, or erosion potential calculations are not anticipated or included. It is anticipated that storm drainage will sheet flow over all other proposed improvements.
 - Pedestrian bridge design for Southridge Trail will be by others.
 - Design, analysis, or implementation of storm sewers, culverts, drainage channels, stormwater detention, water quality facilities, LID techniques, or any storm improvements are not anticipated or included.
 - It is assumed that the results of the drainage compliance letter effort will determine the proposed improvements to be negligible from a stormwater standpoint and that the additional improvements are compliant with the currently approved and constructed drainage system. If the proposed improvements prove to be non-compliant for whatever reason, the work required to bring the project into compliance will be considered additional services.

If the actual conditions or drainage requirements differ from those described above, the scope and fee within this proposal is subject to change.

- A legal boundary and topographic design survey will be required for the project. The Client will provide this survey with all necessary info to complete the Civil Engineering design, and which meets City of Arvada submittal requirements.
- A geotechnical investigation will be provided by the Client. The geotechnical study must provide recommendations for grading, earthwork, pavement design, foundation design and depths to both water table and bedrock.
- The Client will prepare all layout plans, grading plans, cross-sections, and details for the project and provide to Elevation Consulting in AutoCAD format. Because the City requires a licensed engineer to sign and stamp the grading plans, Elevation Consulting will review and comment on the grading plans prepared by the Client and will sign and stamp these plans as the engineer-of-record once comments have been addressed. Grading design will be performed by the Client and has not been included within the scope of this proposal.
- Agency Review Fees, Permit Fees and Title Commitment Fees are to be paid by the Owner.
- Elevation Consulting will provide civil engineering services under the direction of the Client.
- Standard of Care – Services provided by Elevation Consulting under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances including standard of care at the time the services were provided.

SCOPE OF SERVICES AND FEES

The scope of services (the “Scope”) and associated fees shall be as follows:

Preliminary Design

Elevation Consulting will perform the following preliminary design services. Should the site layout or design concept change after receiving notice-to-proceed, therefore changing the completed work by Elevation Consulting, the work required to make any revisions shall be considered additional services.

1. **Site Visit**
Elevation Consulting will perform a site visit with the design team to identify potential design constraints and opportunities associated with each site.
2. **Document Review**
Elevation Consulting will review the survey, Geotechnical report, master development infrastructure documents, and other information available from the City of Arvada regarding Civil infrastructure systems.
3. **Jurisdictional Agency Coordination**
Elevation Consulting will coordinate drainage and erosion control requirements with agencies having jurisdiction over the project.
4. **Preliminary Southridge Trail Pedestrian Bridge Drainage Analysis**
Elevation Consulting will provide a preliminary hydrologic and hydraulic analysis of the drainage area tributary to the proposed pedestrian bridge associated with Southridge Trail to provide bridge elevation recommendations. It is anticipated that storm drainage will sheet flow over all other proposed trail segments.
5. **Preliminary Grading Plan Review**
Elevation Consulting will review and comment on the preliminary grading plans provided by the Client.
6. **Determination of Disturbance Totals**
Based on the site layouts and grading designs provided by the Client, Elevation Consulting will determine disturbance area totals for each individual area as required to prepare the following two scope items.
7. **Preliminary Stormwater Management Plans (SWMP) & Erosion Control Plans**
Elevation Consulting will prepare two (2) preliminary Stormwater Management Plan (SWMP) reports and associated erosion control plans, notes, and details for the project, one for each separate plan set package. These documents will detail stormwater BMP's to be utilized during construction to prevent transport of sediment.
8. **Preliminary Drainage Compliance Letters**
Elevation Consulting will prepare two (2) preliminary Drainage Compliance Letters for the project, one for each separate plan set package. Scope and deliverables for this line item shall be per the assumptions given above.
9. **Meetings**
Elevation Consulting will attend up to six (6) virtual meetings or conference calls with the project team or governing review agencies. If in-person meetings or additional virtual meetings or conference calls are required, they will be considered additional services.

Final Design

Elevation Consulting will perform the following final design services. Should the site layout or design concept change after receiving notice-to-proceed, therefore changing the completed work by Elevation Consulting, the work required to make any revisions shall be considered additional services.

1. **Final Southridge Trail Pedestrian Bridge Drainage Analysis**
Elevation Consulting will provide a final hydrologic and hydraulic analysis of the drainage area tributary to the proposed pedestrian bridge associated with Southridge Trail to provide bridge elevation recommendations. It is anticipated that storm drainage will sheet flow over all other proposed trail segments.
2. **Final Grading Plan Review**
Elevation Consulting will review and comment on the final grading plans provided by the Client. Once all comments have been addressed, Elevation Consulting will sign and stamp these plans as the engineer-of-record.
3. **Confirmation of Final Disturbance Totals**
Based on the final site layouts and grading designs provided by the Client, Elevation Consulting will confirm final disturbance area totals for each individual area as required to prepare the following two scope items.
4. **Final Stormwater Management Plans (SWMP) & Erosion Control Plans**
Elevation Consulting will prepare two (2) final Stormwater Management Plan (SWMP) reports and associated erosion control plans, notes, and details for the project, one for each separate plan set package. These documents will detail stormwater BMP's to be utilized during construction to prevent transport of sediment. Site Disturbance and State NPDES Permit applications will be the responsibility of the Client, Contractor, or Owner.
5. **Final Drainage Compliance Letters**
Elevation Consulting will prepare two (2) final Drainage Compliance Letters for the project, one for each separate plan set package. Scope and deliverables for this line item shall be per the assumptions given above.
6. **Meetings**
Elevation Consulting will attend up to six (6) virtual meetings or conference calls with the project team or governing review agencies. If in-person meetings or additional virtual meetings or conference calls are required, they will be considered additional services.

Permitting

Elevation Consulting will participate in the following permitting processes. Should the site layout or design concept change after receiving notice-to-proceed with the final design phase, therefore changing the completed work by Elevation Consulting, the work required to make any revisions shall be considered additional services. Permit applications are the responsibility of the Client, Contractor, or Owner.

- Site Disturbance Permit
- NPDES Permit

Summary Matrix:

Task	Description	Fee Type	Fee
1	Preliminary Design	Lump Sum	\$29,185.00
2	Final Design	Lump Sum	\$17,040.00
3	Permitting	Lump Sum	\$2,050.00
Total Base Fee (Including Reimbursable Expenses)			\$48,275.00

SERVICES NOT PART OF THIS CONTRACT ARE AS FOLLOWS:

- Engineering services other than those specifically included in the scope above.
- Annexations, zoning, platting, or construction documents.
- Surveying services, legal descriptions, easements, ROW dedication / vacation documents, encroachment permit documents, indemnity agreements, or re-setting range points.
- Services resulting from changes to the project due to causes beyond our control.
- Design or consultation associated with Railroad Ridge Trail or the Barbara Gulch Connector Trail.
- Review or sealing of Client plans other than grading plans.
- Drainage studies, drainage improvements, storm sewer, culverts, stormwater detention, rain gardens, water quality facilities, or any LID design.
- Pedestrian bridge design or trail drainage analysis.
- Bridge scour analysis.
- Pump / lift station or play pit underdrain design.
- Utility design, coordination, or analysis.
- Retaining wall, seat wall, planter, or any structural engineering design services.
- Roadway design or any design/grading review work within the ROW.
- Site improvement layout, grading, or earthwork.
- Geotechnical investigation or pavement design recommendations.
- Landscape, irrigation, or lighting design.
- Environmental services or groundwater discharge permits.
- Traffic studies.
- Public involvement, outreach, or preparation of special exhibits for marketing and/or community meeting presentations, or coordination with adjacent property owners.
- SUE, potholing, or any excavation activities related to locating existing underground utilities.
- Construction traffic control plan.
- Floodplain studies/CLOMR/LOMR.
- Design of add alternates, feasibility studies or value engineering.
- Cost estimating or quantity determination.
- Written technical specifications.
- Preparation of truck route maps or forms.
- Maintenance agreements.
- Permitting - Permit applications are the responsibility of the Client, Contractor, or Owner.
- Participation in bidding, construction, closeout, or warranty phases.
- Elevation Consulting will not be responsible for tracking revisions until after plans and reports are approved by Authorities having jurisdiction.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for Elevation Consulting, its employees, agents, and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for Elevation Consulting to perform the services described herein. By either countersigning this Proposal or verbally authorizing Elevation Consulting to proceed, the Client warrants and represents that it has obtained such permission. The Client or Architect shall provide the following items upon request of Elevation Consulting in a timely manner and at no expense to Elevation Consulting:

- Survey in AutoCAD
- Site plan in AutoCAD
- Geotechnical study
- Proposed grading plans

REIMBURSABLE EXPENSES

Non-labor expenses including printing, deliveries, mileage, parking, postage, and other miscellaneous expenses are included in the lump sum fee given above.

INVOICING

Invoicing shall be monthly and payable within 30 days of invoice dated. Services for changes not part of this scope of services will be billed per the attached schedule of fees, after receiving written authorization from Client. Elevation Consulting holds the right to stop work on any phase of the projects, should payment be delayed by more than 45 days.

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. The fee estimate provided is based on a standard schedule of work for this project. Unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, compressed schedule, regulatory changes, etc., may require Elevation Consulting to revisit our scope of service and this fee estimate with the client. Elevation Consulting will notify the client of any additional scope of work and fees that may be required and will obtain the client's written approval prior to proceeding with any additional work.

Elevation Consulting's Standard Terms and Conditions are attached hereto and incorporated into this Proposal by reference. You should read these standard terms and conditions and assure yourself that you understand them prior to accepting this proposal or requesting Elevation Consulting to proceed with the performance of the services described herein.

We appreciate this opportunity and look forward to working with you! In the event you wish to accept this proposal, please execute, and return one copy to this office. The individual executing this proposal represents and warrants that he has the authority to sign on behalf of the Client. If you have any questions, please feel free to contact me at 303-913-3543 at your convenience.

Sincerely,
ELEVATION CONSULTING GROUP, LTD.



Brad Disner, P.E.
Principal

Attachments:

- Terms and Conditions
- Schedule of Fees

Architerra Group hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes Elevation Consulting to proceed with the Project.

Architerra Group

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

Elevation Consulting Group, Ltd., hereinafter referred to as the Firm, shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Billings/Payments:

Invoices for the Firm's services shall be submitted at the Firm's option either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited to the final invoice.

Late Payments:

At the sole decision of the Firm, accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees. In addition, services being performed by the Firm will cease upon written notice to the Client for accounts unpaid 30 days after the invoice date.

Claims and Disputes:

The Client and Firm shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Client and Firm waive all claims and causes of action not commenced in accordance with the Agreement.

To the extent damages are covered by property insurance, the Client and Firm waive all rights against each other and against contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Client or the Firm, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

The Client shall indemnify and hold the Firm, its officers, employees and consultants harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Client, the Contractor or the employees, consultants or subcontractors of either of them.

The Firm and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

If the Client authorizes deviations, recorded or unrecorded, from the Instruments of Service prepared by the Firm or its consultants, the Client shall indemnify and hold harmless the Firm, the Firm's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from such deviations.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Firm's services, the Firm may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

The Client and Firm shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate

demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Agreement, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation pursuant to this Agreement, the method of binding dispute resolution shall be Arbitration.

Any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Risk Allocation:

In recognition of the relative risks, regards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the value of this contract or \$50,000.00, whichever is less. Such causes include but are not limited to the Firm's negligence, errors, omissions, strict liability breach of contract, or breach of warranty.

Certifications, Guarantees and Warranties:

The Firm shall not be required to sign any documents, no matter by whom requested, that would result in the Firm's having to certify, guarantee or warrant the existence of conditions whose existence the Firm cannot ascertain. The Client also agrees not to make resolution of any dispute with the Firm or payment of any amount due to the Firm in any way contingent upon the Firm's signing any such certification.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.



SCHEDULE OF FEES
Effective January 1, 2024

	Classification	Hourly Rate
Engineering		
	Principal	\$225.00
	Senior Project Manager	\$195.00
	Project Manager	\$170.00
	Senior Project Engineer	\$140.00
	Project Engineer	\$120.00
	Design Engineer	\$110.00
	CAD Technician	\$105.00
	Admin	\$ 95.00
Expenses		
	Printing & Reproduction	At Cost
	Deliveries	At Cost
	Tolls	At Cost
	Mileage	At the IRS Allowable Rate
	Subconsultants	At Cost +10%

Rates are in effect until December 31, 2024 and may be superseded by a new schedule after that date.

Design Development and Construction Documents for Project Improvements without Trails

Leyden Rock Metropolitan District

Preliminary Project Schedule

August 1, 2024



	2024						2025						
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Prepare 75% submittal	[Orange bar]												
Prepare 1st submittal (Plan Set 1 & 2)													
Submit to City of Arvada													
LRMD and City review period													
Refine plans to 90% completion													
Prepare 2nd submittal (Plan Set 1 & 2)													
Submit to City of Arvada													
LRMD and City review period													
Refine plans to 100% completion													
Prepare final submittal (Plan Set 1 & 2)													
Submit to City of Arvada													
LRMD and City review period													
Submit bid documents													

Original Schedule 75% Submittal (all projects)	[Bar from Jul to Oct]
Current Schedule 75% Submittal (no trails)	[Bar from Jul to Oct]
Original Schedule 95% Submittal (all projects)	[Bar from Jul to Feb]
Current Schedule 95% Submittal (no trails)	[Bar from Jul to Feb]
Original Schedule 100% Submittal (all projects)	[Bar from Jul to Mar]
Current Schedule 100% Submittal (no trails)	[Bar from Jul to Mar]
Original Schedule Bid Set Submittal (all projects)	[Bar from Jul to Apr]
Current Schedule Bid Set Submittal (no trails)	[Bar from Jul to Apr]

Assumptions:

- This schedule requires 3 business day response time for project coordination and questions between Architerra and Board representation
- This schedule represents work products per task and fee dated July 16, 2024. Additional parcels or programmatic changes for existing parcels will require a new and/or revised schedule.
- City requirements and coordination may require schedule modifications.
- Outside agency requirements and coordination (Xcel Energy and/or Colorado Department of Transportation) may require schedule modifications.