#### LEYDEN ROCK METROPOLITAN DISTRICT

#### **REGULAR MEETING**

via teleconference

Tuesday, December 19, 2023 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
Tanis Batsel Stewart, Assistant Secretary	Term to May 2025

This meeting can be joined through the directions below:

#### Join Zoom Meeting

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

Meeting ID: 881 6971 1850 Passcode: 983761 Call-in Number:1-720-707-2699

#### NOTICE OF REGULAR MEETING AND AGENDA

- 1. Call to Order/Declaration of Quorum
- 2. Director Conflict of Interest Disclosures
- 3. Approval of Agenda
- 4. Public Comment Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
- 5. Consent Agenda:
  - a. Approval of Minutes from November 20, 2023 Special Meeting (enclosure)
  - b. Approval of Appropriation of Funds for 2024 Related to Independent Contractor Agreement with Neighborly Fence Staining (**enclosure**)
  - c. Ratification of Requisition No. 11 Related to the District's General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 2021 (enclosure)
  - d. Ratification of Requisition No. 12 Related to the District's General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 2021 (enclosure)
- 6. Financial Matters
  - a. Consider Approval of Payables/Financials (enclosure)
  - b. Consider Approval of Master Services Agreement and Special Districts Preparation Scope of Work and Payroll Services Scope of Work with CliftonLarsonAllen LLP for District Accounting Services (enclosure)
  - c. Other Financial Matters
- 7. District Management Matters
  - a. District Manager's Report (enclosure)
  - b. Discussion Regarding Loft & Blush Clubhouse Refresh

#### **2023 Regular Meetings**

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

- c. Discussion and Consider Proposal Account Balance Recommendations (enclosure)
- d. Other Management Matters
- 8. Director's Matters
  - a. Other Director's Matters
- 9. Capital Projects Discussion
  - a. Other Capital Project Matters
- 10. Legal Matters
  - a. Review Renewal of Property and Liability Schedule and Limits (enclosure)
  - b. Discuss Architectural Review Committee Tribunal
  - c. Other Legal Matters
- 11. Executive Session The Board intends to enter into executive session pursuant to § 24-6-402(4)(b), C.R.S., to conference with an attorney for the District for the purpose of receiving legal advice as it relates to the First Amendment to the Independent Contractor Agreement with AdvanceHOA and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, instructing negotiators related to First Amendment to the Independent Contractor Agreement with AdvanceHOA.
- 12. Other Business
  - a. Discuss Capital Projects Meeting on January 2, 2024
- 13. Adjourn

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF

#### LEYDEN ROCK METROPOLITAN DISTRICT

Held: Monday, November 20, 2023, at 6:00 P.M. via teleconference

#### 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 Ardita Tanis Batsel-Stewart

Also present: Erin K. Stutz, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Katie Call, AdvanceHOA, District Management; Alex Fink, CliftonLarsonAllen, LLP, District Accountant; Katie Cooley, Ascent Land Development, LLC; and members of the public.

#### Call to Order

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

## **Conflict of Interest Disclosures**

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

#### **Agenda**

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

#### **Public Comment**

None.

Capital Discussion

**Projects** 

Other Capital Projects Matters

Projects Director Plummer presented a proposal from Coloco, Inc. to design and install two-dimensional metal ore cart monuments with lighting and landscaping in the amount of \$218,000. Director Vernon noted an issue with the design, but he suggested using Architerra for design matters. Director Batsel-Stewart noted an issue with the design. Director Cunningham would prefer to review the proposal more in depth. Director Ardita suggested asking Coloco to change the design.

Ms. Cooley noted her frustration with the process as the Board made a decision to use Architerra for this project. Director Batsel-Stewart agreed. Director Plummer and Director Ardita noted they reached out to Coloco as alternative due to lack of communication with Architerra and Coloco could complete the work quickly. Ms. Cooley noted that Architerra is on track as of the last meeting. Director Cunningham noted that working with Architerra and Ms. Cooley on the trails project has been positive. No action was taken on the proposal.

Director Plummer inquired about holiday lighting. Ms. Call confirms this project is underway.

#### **Consent Agenda**

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

- Minutes from October 17, 2023 Regular Meeting;
- Minutes from November 7, 2023 Special Meeting;
- Minutes from November 7, 2023 Town Hall Meeting;
- Independent Contractor Agreement with Rhonda Batchelor/Rad Booth Co, LLC for Photo Booth on April 13, 2023;
- Independent Contractor Agreement with Worldwide Hot Dogs LLC d/b/a Biker Jim's Gourmet Dogs for Catering Services;
- Independent Contractor Agreement with Bedrock for Removal of Pool Shades;
- Independent Contractor Agreement with Rhonda Batchelor/Rad Booth Co, LLC for Photo Booth; and
- Facilities Agreement with Jeffco Public Schools.

#### **Financial Matters**

Consider Approval of Payables/Financials

Mr. Fink presented financial statements from September 30, 2023 and claims in the amount of \$160,284.71. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the financial statements and claims.

Public Hearing on 2023 **Budget Amendment and** Consider Approval of Resolution Amending the 2023 Budget (if necessary)

Mr. Fink noted a 2023 budget amendment was not necessary.

Public Hearing on 2024 **Budget and Consider** Approval of Resolution Amending the 2024 Budget

The public hearing on the proposed 2024 Budget was opened. Ms. Stutz noted that the notice of public hearing was provided in accordance with Colorado law. No written objections have been received prior to the meeting. There being no public comment, the hearing was closed.

Mr. Fink reviewed the 2024 Budget Resolution with the Board. Ms. Call reviewed 2024 special revenue fund proejcts. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution adopting the 2024 Budget, appropriating funds therefor and certifying mills as shown in the 2024 Budget, subject to updating special revenue fund, adjusting the mills to target \$200,000 in the general fund, adjusting directors' compensation, and receipt of final assessed valuation and final review by legal counsel.

Discuss Investment Direction

Mr. Fink presented to the Board. The Board previously entrusted Goldman Sachs to invest any surplus. Director Cunningham noted the investment portfolio is a conservative investment and is comfortable leaving as is. Mr. Fink will request trustee investment options. No action taken.

Other Financial Matters

Director Plummer noted insurance premiums are increasing. Mr. Fink noted the 2024 insurance increase will be approximately 14%,

<b>District</b>	Management
Matters	

District Report

Manager's Ms. Call presented the Manager's Report to the Board. Ms. Call provided an update on the following projects:

Winter Rock is in process;

- Pool Shades have been taken down;
- Network update is complete:
- 2024 calendar of events is in process;
- Surveillance system install and AV upgrade are in process;
- Preservation Tree Care project has begun;
- Retaining wall is pending project schedule dates;
- The landscaping maps are in process;
- Pool & Clubhouse Use Policy Update is in process with General Counsel; and
- Clubhouse cabinet installation and clubhouse refresh are in process.

Partnership with Loft & Blush, Regarding Clubhouse Refresh

Consider Approval of Ms. Call presented a proposal to the Board for interior design and furniture update. Ms. Horan of Loft & Blush discussed her proposal with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal in the amount of \$1,500 for the initial phase.

> Ms. Call will update Director Vernon and Director Ardita with proposals as they become available.

Consider Patio Homes Reimbursement Request

Approval of Ms. Call presented the proposal to the Board. The Board determined HOA not to reimburse the HOA for services.

Other Matters

Management Director Ardita noted the community trash cans are full. Ms. Call will work with the vendor.

#### **2024 Contracts**

Ms. Stutz presented the following agreements to the Board. Following discussion, upon a motion duly made and seconded, the Board approved the following agreements:

- a. Consider Approval of Independent Contractor Agreement with Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Solid Waste Services
- b. Consider Approval of Independent Contractor Agreement with Ascent Land Development LLC for Project Management Services
- c. Consider Approval of Independent Contractor Agreement with Cintas Fire Protection for Fire Inspection Services
- d. Consider Approval of Independent Contractor Agreement with CTL Thompson, Inc. for Annual Seep and Sediment Sampling
- e. Consider Approval of Independent Contractor Agreement with Done and Dusted, LLC for Clubhouse Cleaning

#### Services

- f. Consider Approval of Independent Contractor Agreement with Keesen Landscape Management, Inc. for 2024 Landscape Maintenance Services
- g. Consider Approval of Independent Contractor Agreement with Lee Design Group, LLC for Design Review Services
- h. Consider Approval of Independent Contractor Agreement with Long Corporation d/b/a Poop 911 for Pet Waste **Station Services**
- i. Consider Approval of Independent Contractor Agreement with Mile High Pools LLC for Pool Gate Monitor
- j. Consider Approval of Independent Contractor Agreement with Peak One Pool & Spa, LLC for Pool Maintenance
- k. Consider Approval of Contract with Timberline Mechanical Systems, LLC for HVAC System Maintenance
- 1. Consider Approval of Independent Contractor Agreement with Weed Wranglers, Inc. for Noxious Weed and Pest Control Services

#### **Director's Matters**

Other Director's Matters

Director Vernon noted T-Mobile has inquired about a potential cell tower.

#### **Legal Matters**

2024 Annual Administrative Resolution

Consider Adoption of Ms. Stutz presented the 2024 annual administrative resolution to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution, subject to amendment to allow for board member compensation.

Property and Liability Schedule and Limits, Workers Compensation Coverage. SDA and Membership for 2024

Approval of Renewal of Ms. Stutz presented the property and liability schedule and limits, workers compensation coverage, and SDA membership to the Board. Ms. Call noted she is working with the insurance company on the property values. Ms. Call will ensure the assessed valuation is updated. Director Vernon noted the deductible is low. Ms. Call will research an increase in deductible for a decrease in premium. Following discussion, upon a motion duly made and seconded, the Board unanimously approved to bind coverage and SDA membership for 2024.

Compliance and WCAG

Discuss District Website Ms. Stutz presented to the Board.

## 2.1 AA Requirements for ADA Compliance

Discussion Regarding Architectural Review Committee Tribunal

Regarding Ms. Stutz noted the current two-person Architectural Review Committee Tribunal may encounter deadlock decisions and suggested the Board discuss the review process. The Board engaged in discussion regarding appeals of the Tribunal to the Board or including a third Tribunal member from the community. The Board determined to bring this matter to covenant enforcement counsel and requested covenant enforcement counsel attend or provide a memorandum for the next meeting.

Other Legal Matters

None.

#### **Other Business**

Committee Member Discussion

The Board engaged in discussion regarding committees and rotating board members. No action taken.

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 19<sup>th</sup> day of December 2023.

#### INDEPENDENT CONTRACTOR AGREEMENT

(FENCE STAINING SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "Agreement"), is entered into as of the 1<sup>st</sup> day of March 2023, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and NEIGHBORLY FENCE STAINING, LLC, a Colorado limited liability company (the "Contractor"). The District and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

#### **RECITALS**

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating, and maintaining certain public facilities and improvements for itself, its taxpayers, residents, and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire, and retain agents, employees, engineers, and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill, and resources to perform the services, as set forth herein.

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

#### **TERMS AND CONDITIONS**

1. <u>SCOPE OF SERVICES; PERFORMANCE STANDARDS</u>. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Services**"): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement

(including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

- 2. <u>TERM/RENEWAL</u>. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (iii) December 31, 2023. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.
- 3. <u>ADDITIONAL SERVICES</u>. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.
- 4. <u>REPAIRS/CLAIMS</u>. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents, or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information, which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

#### 5. <u>GENERAL PERFORMANCE STANDARDS</u>.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment, and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the

standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

- b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.
- c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.
- d. The Contractor agrees that it has complied and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county, and local or municipal body or agency laws, statutes, ordinances, and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use, or disposal of hazardous wastes, substances, or materials; (iv) rules, regulations, ordinances, and/or similar directives regarding business permits, certificates, and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.
- e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, subconsultant, or employee of the District. Review, acceptance, or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions, or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 6. <u>MONTHLY STATUS REPORT</u>. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("Monthly Report").

#### 7. COMPENSATION AND INVOICES.

a. <u>Compensation</u>. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit B**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit B** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will

be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B-1**.

- b. <u>Invoices</u>. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:
  - i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10<sup>th</sup> of each month may be processed the following month.

- 8. <u>TIME FOR PAYMENT</u>. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory, and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.
- 9. <u>INDEPENDENT CONTRACTOR</u>. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income, or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance,

errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.

10. <u>EQUAL OPPORTUNITY</u>. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

#### 11. <u>CONTRACTOR'S INSURANCE</u>.

- a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees, and agents is required for Commercial General Liability and workers' compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.
- b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.
- c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement, nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

#### 12. CONFIDENTIALITY AND CONFLICTS.

- Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents, or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.
- b. <u>Personal Identifying Information</u>. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.
- c. <u>Conflicts</u>. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.
- OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

LIENS AND ENCUMBRANCES. The Contractor shall not have any right or 14. interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

#### 15. INDEMNIFICATION.

- The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants (collectively, the "District Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.
- b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.
- c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth

- in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- 16. <u>ASSIGNMENT</u>. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.
- 17. <u>SUB-CONTRACTORS</u>. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.
- 18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the District and by the District by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees, and costs associated with such transition shall not be billed by the Contractor to the District.
- 19. <u>DEFAULT</u>. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the

non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

NOTICES. Any notice or communication required under this Agreement must be 20. in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: Leyden Rock Metropolitan District

c/o CCMC

17685 W. 83rd Dr. Arvada, CO 80007 Attention: Ben Smith Phone: (303) 423-0270

Email: bsmith@ccmcnet.com

With a Copy to: White Bear Ankele Tanaka & Waldron

2154 E. Commons Ave., Suite 2000

Centennial, CO 80122

Attention: Megan J. Murphy, Esq.

Phone: (303) 858-1800

E-mail: mmurphy@wbapc.com

Contractor: Neighborly Fence Staining, LLC

19162 W. 84<sup>th</sup> Ave. Arvada, CO 80007

Attention: David Luongo Phone: (303) 503-6376

Email: davidluongo44@gmail.com

- 21. <u>AUDITS</u>. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.
- 22. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.
- 23. <u>BINDING AGREEMENT</u>. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.
- 24. <u>NO WAIVER</u>. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

#### 25. GOVERNING LAW.

- a. <u>Venue</u>. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.
- b. <u>Choice of Law</u>. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.
- c. <u>Litigation</u>. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act

in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

- 26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.
- 27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.
- 28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.
- 29. <u>NEGOTIATED PROVISIONS</u>. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.
- 30. <u>SEVERABILITY</u>. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.
- 31. <u>NO THIRD-PARTY BENEFICIARIES</u>. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is

the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

- 32. <u>OPEN RECORDS</u>. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.
- 33. WARRANTY AND PERMITS. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the "Work") will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All materials are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.
- a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor's guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.
- b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.
- c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District's satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

- d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.
- e. The Contractor shall, at its expense, obtain all permits, licenses, and other consents required from all governmental authorities, utility companies, and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all the terms and conditions of all permits, licenses, and consents.
- f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.
- 34. <u>TAX EXEMPT STATUS</u>. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.
- 35. <u>COUNTERPART EXECUTION</u>. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

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

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

Brett Vernon

Officer of the District

Scott J Plummer	

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON Attorneys at Law

Mean G. Mysky
General Counsel for the District

14

1237.4200, 1287515

	CONTRACTOR: NEIGHBORLY FENCE STAINING, LLC, a Colorado limited liability company
	David I
	Printed Name Owner Title
STATE OF COLORADO	)
COUNTY OF Jefferson	) SS. )
The foregoing instrument was acknown 2023, by David Luongo as Manager of Neig	owledged before me this 31st day of Mach
Witness my hand and official seal.	
My commission expires: $10/10/23$	
	Karlan Erider
KATHLEEN MARIE ERICKSON NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20154039505 MY COMMISSION EXPIRES OCTOBER 10, 2023	Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Fence Staining Services with Leyden Rock Metropolitan District, dated March 1, 2023

#### **EXHIBIT A**

#### SCOPE OF SERVICES

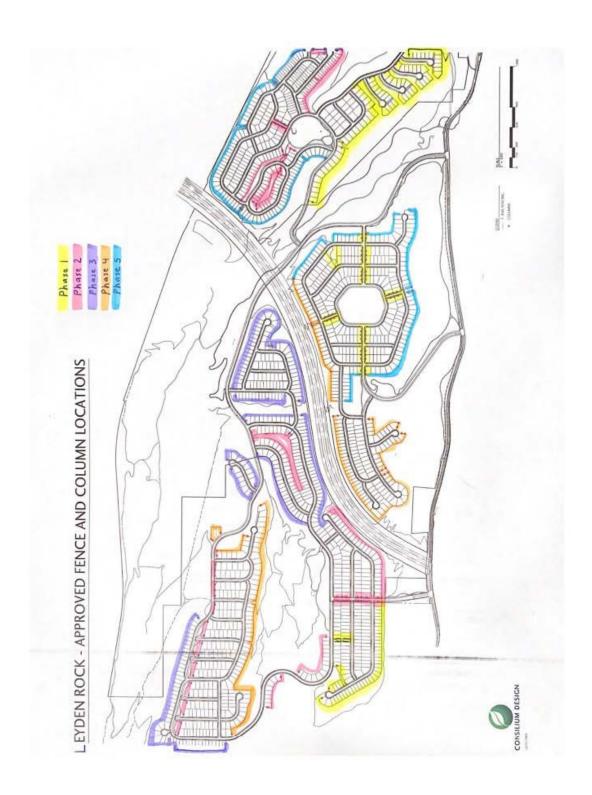
Contractor will provide the following services:

- Stain the District's fences in five phases over a five-year period from 2023 through 2027. Between May 1 and July 31 of each year, Contractor will stain one-fifth of the District's fences in each phase, as designated in the map attached hereto as **Exhibit A-1**.
- Stain the outside of the District's fences, excluding the side of the fences that face the residents' houses.
- Using Behr Transparent Cedar Naturaltone 501 to stain the fences, unless the District instructs otherwise.
- Purchase and provide all necessary equipment, supplies, and materials.

Prior to April 1 of each year, the District will inform residents of the fence staining work and inform residents that Contractor may need to access the residents' property adjacent to the work to place protective coverings over the residents' landscaping during the work.

Prior to May 1 of each year, the District will ensure a six foot (6') wide minimum clearing of weeds and grasses adjacent to the fences to be stained for that year's phase as designated in **Exhibit A-1**.

# **EXHIBIT A-1**MAP OF SERVICE PHASES



#### **EXHIBIT B**

#### COMPENSATION SCHEDULE

As compensation for the Services, the District shall pay the Contractor as follows:

#### **Cost Per Year**

Phase 1	Summer 2023	\$33,741*
Phase 2	Summer 2024	\$33,741*
Phase 3	Summer 2025	\$33,741*
Phase 4	Summer 2026	\$33,741*
Phase 5	Summer 2027	\$33,741*
TO	\$168,705	

The rate of \$33,741 per year is fixed through 2027. In no event shall the District pay the Contractor more than \$33,741 per year for the Services unless approved in writing.

Notwithstanding the foregoing, the District shall pay the Contractor 25% of the compensation on March 1<sup>st</sup> of each year and the remaining 75% of the compensation when each Phase is complete and inspected and approved by the District Manager.

### **EXHIBIT B-1**

#### CONTRACTOR'S COMPLETED W-9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

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• Form 1099-INT (interest earned or paid)

#### **EXHIBIT C**

#### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

- 1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
- 2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; and \$2,000,000 designated location, general aggregate. Such insurance will include coverage for contractual liability, personal injury, and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual:
  - d. broad form property damages, including completed operations;
  - e. medical payments;
  - f. products and completed operations;
  - g. independent consultants coverage; and
  - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant.

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

- 3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$250,0000 per person; \$500,000 per accident; and \$1,000,000 umbrella. This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.
- 4. If applicable: Contractor shall secure and maintain a third-party fidelity bond in favor of the District, covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

- or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.
- 5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

### **EXHIBIT C-1**

### CERTIFICATE(S) OF INSURANCE



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	. g		······································		
PRODUCER		CONTACT NAME:			
Next First Insurance Agency, Inc. PO Box 60787		PHONE (A/C, No, Ext)	<sub>:</sub> (855) 222-5919	FAX (A/C, No):	
Palo Alto, CA 94306		E-MAIL ADDRESS:	support@nextinsurance.com		
			INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURER A:	State National Insurance Company, Inc.		12831
INSURED		INSURER B:			
Neighborly Fence Staining, LLC 19162 W 84th Ave		INSURER C:			
Arvada, CO 80007		INSURER D :			
		INSURER E :			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 787609632		REVISION NU	MBER:	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR				SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	Χ	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$1,000,000.00
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000.00
								MED EXP (Any one person)	\$15,000.00
Α			Х		NXTKQTCPJD-00-GL	03/03/2023	03/03/2024	PERSONAL & ADV INJURY	\$1,000,000.00
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000.00
	Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000.00
		OTHER:							\$
	AUT	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION\$							\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE T / N	N/A					E.L. EACH ACCIDENT	\$
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$
								Each Occurrence:	\$25,000.00
Α	Cor	tractors Errors and Omissions	Х		NXTKQTCPJD-00-GL	03/03/2023	03/03/2024	Aggregate:	\$50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Leyden Rock Metro District. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

#### CERTIFICATE HOLDER

Leyden Rock Metro District 17685 W 83rd Dr Arvada, CO 80007

### LIVE CERTIFICATE 经数值

Click or scan to view

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



(	New
	Reinstatement
	Transfer

# **Commercial Vehicle Insurance Application**

Office Use

To be used for Commercial Rated Vehicles, Church Buses, and Related Vehicles

**APPLICANT** 

AF	PLIC	ANI																			
Pol	alifying icy mber	4889822	2F0106A		Replaces Policy Number						1	nicle usehold	n <sup>®</sup>	5	Other State nsura	Farm	Fire Lif	e Health	1		
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Em If Y	ployer's es, com	Non-Owner	rship Liability arate applicat	desired? ion.	◯ Yes	If a	pplicar	nt not p	oreviou	usly ins	ured, ex	xplain.									
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		l iet all	Drivers			[	During	the pa	st 5 ye	ears an					an added			•			_
List all Drivers (Use Remarks for additional drivers)					Marital Status					Suspe Revo		Driver's I	License			rthdat	е	s only	Relati		
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CO	NVIC	TIONS/A	ACCIDEN	ITS																	
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GRG Owned and Operated					○ Yes	O No	Address	in Rema	arks.											
Lien Code	Li	ienholder				Mail Add	ling ress									ZIP	Code			
TRAILE	R																			
If coverag	ge for use of a	Trailer i	s desired, tl	ne followin	g must be c	ompleted	d. (If Physi	cal Dan	nage C	overa	ges a	are des	sired, co	mplete	a sepa	rate app	plication	.)		
Y	ear		Make		Мо	del		Serial Nu	ımber /	VIN										
Special E	Equipment - De	escribe	Trailer Body	Туре				Vehic	cle Use	;										
BUSES								•												
School B	us - The follo	wing mus	st be comple	eted																
Seating Regular School Term Actual Number of Days From: To:							mer Schoon:	l Term	Actual	Numb	er of	Days	or Mur	by Schicipality		ex	plain use	Bus Cont of Buses District in F	s and name	
	description and n of approved					·		•								Sh	nurch Bu now Radi Operatio	us		

#### COVERAGES

COV	ERAGES												
The insurance applied for is only for the coverages indicated by specific premium entry. If premium cannot be entered, check boxes to indicate coverage requested. The premium shown below must be in compliance with the Company's rules and rates, and is subject to revision.  Premium					Date <sub>-</sub>	N	Time of A IM/DD/YYY <b>2023</b>	•	Vehicle Inspected By:	J	nt's Code Stamp  215d		
A	BIPD Limits	1000 / Limits /	1000	100.00		1:00		_ • P.M.	Initials of Inspector	tive			
С	Medical Payments				_	IDER State Fa	rm Mut	ual Automo	Date obile Insura		March 3, 2023 Company		
D G	Comprehensive				State Farm Fire and Casualty Company of Bloomington, Illinois, hereby binds coverage for the insurance applied for as of the requested effective date for a period of 60 days from such date, subject to all the terms and conditions of the applicable policy and endorsements in current use by such Company. Coverage under this binder will terminate (1) when the Declarations Page of a policy is issued to you or (2) when canceled in								
	Collision	llision Deductible Amount					accordance with law.						
U	INIOIOI	Same as BI Limits Other Limits		APPLICATION  By submission of this application, you agree that: (1) You have read this application, (2) your statements on this application are correct, (3) statements made on any other applications on									
U1	Uninsured Motor Vehicle (Property Damage)  \$100 Deductible \$250 Deductible				this date for automobile insurance with this company are correct and are made part of this application, (4) you are the sole owner of the described vehicle(s) except as otherwise stated, and (5) the limits and coverages were selected by you. IT IS FURTHER UNDERSTOOD AND AGREED THAT NO INSURANCE IS EFFECTIVE UNDER THIS AGREEMENT (A) UNLESS THE BINDER IS COMPLETED DESIGNATING THE COMPANY ACCEPTING THIS APPLICATION OR								
Other						(B) UNTIL THE DATE THE POLICY OR BINDER IS ISSUED BY THE COMPANY ACCEPTING THIS APPL ICATION.							
Theft Prevention Fee					It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company.  Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false,								
Endorsements					incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.								
Premium shown is for 6 months, Other Totals Totals					conj	Consumer reports, including credit and insurance loss history reports, may be ordered in conjunction with this application to help determine your eligibility for insurance and the price you are charged. In addition, consumer reports may be used to determine the price you are charged at renewal. We may also obtain and use a credit-based insurance score developed from information contained in these reports. We may use a third party in connection with the							
100.00					char								
	SFPP Account Number Remittance Received Balance Due  1313-7689-20 \$ 8.33 \$ 91.67				development of your insurance score. A brochure explaining how State Farm uses consumer reports is available upon your request. For additional information, please contact your State Farm agent.								
PRIOR DAMAGE DIAGRAM Remarks FRONT													
11 12 01 10 02 09 00 03 08 04 07 06 05													
BACK													

### **EXHIBIT D**

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

D-1

# OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

#### CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office.

Neighborly Fence Staining, LLC

is a

#### Limited Liability Company

formed or registered on 01/05/2023 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20231025485.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/12/2023 that have been posted, and by documents delivered to this office electronically through 01/17/2023 @ 10:50:46.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/17/2023 @ 10:50:46 in accordance with applicable law. This certificate is assigned Confirmation Number 14614812 .



Secretary of State of the State of Colorado

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

# EXHIBIT B TO INDENTURE OF TRUST

(Form of Project Fund Requisition)

Requisition No. 11

# LEYDEN ROCK METROPOLITAN DISTRICT INDENTURE OF TRUST DATED OCTOBER 22, 2021 GENERAL OBLIGATION (LIMITED TAX CONVERTIBLE TO UNLIMITED TAX) REFUNDING AND IMPROVEMENT BONDS, SERIES 2021

The undersigned District Representative (capitalized terms used herein shall have the meanings ascribed thereto by the above Indenture) hereby makes a requisition from the Project Fund held by UMB Bank, n.a., as Trustee under the Indenture, and in support thereof states:

- 1. The amount to be paid or reimbursed pursuant hereto is \$53,930.50.
- 2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows:

#### Leyden Rock Metropolitan District

3. Payment is due to the above person for (describe nature of the obligation):

#### Payment of capital invoices

4. The amount to be paid or reimbursed pursuant hereto shall be transmitted by the Trustee as follows (wire transfer or other transmission instructions):

#### See attached wire instructions

- 5. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund and have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.
- 6. With respect to this requested disbursement, the District (i) certifies it has reviewed any wire instructions set forth in this requisition to confirm such wire instructions are accurate, (ii) to the extent permitted by law and without waiting any rights or privileges under the Colorado Governmental Immunity Act, as may be amended, agrees to indemnify and hold harmless the Trustee from and against any and all claim, demand, loss, liability, or expense sustained, including but not limited to attorney fees, and expenses resulting directly or indirectly as a result of making the disbursement in accordance with this requisition, and (iii) agrees they will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with this requisition.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of November, 2023.

Docusigned by:

Bruff Vernon
District Representative

#### Leyden Rock Metro District Requisition Summary

Bond Requisition Number	Invoice number	nvoice number Vendor Name Date		Invoice Amount	Date Paid	
Requisition No. 1		DDCEA LLC		¢ 2.641.00E.60		
Requisition No. 1 Total		RRCEA, LLC		\$ 2,641,085.68 2,641,085.68	1/4/2022	
Requisition No. 1 Total				2,041,065.08	1/4/2023	
Requisition No. 2	20858	PlayWell	12/13/2022	106,537.07		
Requisition No. 2	9549	PlayWell	12/13/2022	77,673.38		
Requisition No. 2	6493	PatioShoppers	12/6/2022	53,346.60		
Requisition No. 2	0.55	Adjustment to Actual	, 0,	(100.00)	)	
Requisition No. 2 Total		.,		237,457.05		
				,		
Requisition No. 3	BRO 199248	Keesen Landscape	9/9/2022	124,750.00		
Requisition No. 3 Total				124,750.00	1/12/2023	
Requisition No. 4	7450	The Architerra Group, Inc	1/9/2023	12,360.00		
Requisition No. 4	S-1748	Equalized Productions	1/4/2023	21,751.29		
Requisition No. 4	S-1749	Equalized Productions	1/4/2023	6,727.50		
Requisition No. 4	S-1750	Equalized Productions	1/4/2023	6,969.00		
Requisition No. 4 Total				47,807.79	1/25/2023	
Requisition No. 5	7474	The Architerra Group, Inc	2/7/2023	3,120.00		
Requisition No. 5	BRO 211132	Keesen Landscape	1/1/2023	5,127.49		
Requisition No. 5		Req. No. 2 Adjustment to Actual		100.00		
Requisition No. 5 Total				8,347.49	2/22/2023	
Requisition No. 6	7493	The Architerra Group, Inc	3/3/2023	7,498.75		
Requisition No. 6 Total				7,498.75	3/17/2023	
Requisition No. 7	7515	The Architerra Group, Inc.	4/17/2023	6,404.33		
Requisition No. 7	1273	Shelton Electrical Services LLC	4/25/2023	6,135.00		
Requisition No. 7	29554	The PlayWell Group, INC.	5/3/2023	7,518.59		
Requisition No. 7	4950	The PlayWell Group, INC.	5/3/2023	1,075.28		
Requisition No. 7	1276	Shelton Electrical Services LLC	5/4/2023	13,945.00		
Requisition No. 7	7528	The Architerra Group, Inc.	5/4/2023	2,737.40		
Requisition No. 7	17GT-H4D3-GCQD	Amazon Capital Services	5/10/2023	169.44		
Requisition No. 7	7450	The Architerra Group, Inc	12/31/2022	12,360.00		
Requisition No. 7	7397	The Architerra Group, Inc	10/31/2022	2,660.00		
Requisition No. 7	7347	The Architerra Group, Inc	09/07/2022	6,812.50		
Requisition No. 7	7312	The Architerra Group, Inc	08/11/2022	2,347.10		
Requisition No. 7	7299	The Architerra Group, Inc	07/05/2022	6,603.08		
Requisition No. 7	7279	The Architerra Group, Inc	06/06/2022	6,523.52		
Requisition No. 7	7254	The Architerra Group, Inc	05/04/2022	2,923.75		
Requisition No. 7 Requisition No. 7 Total	7224	The Architerra Group, Inc	04/06/2022	6,289.80	6 /0 /2022	
Requisition No. 7 Total				84,504.79	6/8/2023	
Requisition No. 8	23175	Front Range Asphalt Maintenance, LLC	5/24/2023	56,834.00		
Requisition No. 8	23175	Front Range Asphalt Maintenance, LLC	5/24/2023	14,526.50		
Requisition No. 8	1269	Shelton Electrical Services LLC	4/13/2023	485.00		
Requisition No. 8	Pay App 1	The PlayWell Group, INC.	5/31/2023	38,836.69		
Requisition No. 8 Total	T dy App 1	The Flaywell Group, live.	3/31/2023		6/30/2023	
1					.,,	
Requisition No. 9	BRO 221083	Keesen Landscape	6/29/2023	17,980.00		
Requisition No. 9	BRO 225530	Keesen Landscape	7/31/2023	44,012.34		
Requisition No. 9	BRO 222937	Keesen Landscape	7/7/2023	18,460.00		
Requisition No. 9	7614	The Architerra Group, Inc.	8/7/2023	4,518.31		
Requisition No. 9	7562	The Architerra Group, Inc.	6/8/2023	4,992.75		
Requisition No. 9	7595	The Architerra Group, Inc.	7/7/2023	8,997.02		
Requisition No. 9	Pay App 1 Remainder	PlayWell	5/31/2023	6,447.37		
	. a,pp i nemamael	,	5,51,2025	5,447.57		

#### Leyden Rock Metro District Requisition Summary

<b>Bond Requisition Number</b>	Invoice number	Vendor Name	Date	Invoice Amount	Date Paid
Requisition No. 9		Duplicate Requisitions		(51,196.69	)
Requisition No. 9 Total				54,211.10	8/31/2023
Requisition No. 10	BRO226757	Keesen Landscape	8/16/2023	38,540.00	
Requisition No. 10	7638	The Architerra Group, Inc.	9/8/2023	17,973.29	
Requisition No. 10 Total				56,513.29	9/28/2023
Requisition No. 11	7678	The Architerra Group, Inc.	10/12/2023	5,221.25	
Requisition No. 11	7690	The Architerra Group, Inc.	11/7/2023	48,709.25	
Requisition No. 11 Total				53,930.50	
Total Requisitioned				\$ 3,426,788.63	



THE ARCHITERRA GROUP, INC 5881 S. Deframe St Littleton, CO 80127 303.948.0766

INVOICE #	7678
DATE	10/12/2023
DUE DATE	11/11/2023
P.O. #	

#### **BILL TO:**

Ms. Megan J. Murphy White Bear Ankele Tanaka & Waldron 2154 E Commons Ave Ste 2000 Centennial, CO 80122

### PROJECT 2309/Leyden Rock Master Planning

DESCRIPTION	TOTAL
DESCRIPTION:	
Attended conference call with Katie and Jeff; finalized entry monument plans; modified trails master	
plan and cost estimate; coordinated land survey; and misc. coordination.	
LABOR:	
M Talerico - 23 hrs @ \$75/hr	1,725.00
M Taylor - 5.5 hrs @ \$155/hr	852.50
L Dominguez - 17.25 hrs @ \$115/hr	1,983.75
V Ha - 3.5 hrs @ \$60/hr	210.00
D Pearson - 2.5 hrs @ \$180/hr	450.00
	<u>\$5,221.25</u>

Contract AmountContract RemainingPercent Complete\$223,585.00\$195,872.1512%

The Architerra Group, Inc. thanks you for your business. Please indicate the invoice number on your check.



THE ARCHITERRA GROUP, INC 5881 S. Deframe St Littleton, CO 80127 303.948.0766

INVOICE #	7690
DATE	11/7/2023
DUE DATE	12/7/2023
P.O. #	

#### **BILL TO:**

Ms. Megan J. Murphy White Bear Ankele Tanaka & Waldron 2154 E Commons Ave Ste 2000 Centennial, CO 80122

## PROJECT 2309/Leyden Rock Master Planning

DESCRIPTION	TOTAL
DESCRIPTION:	
Revised trail master plan and cost estimate; attended review meeting with Jeff Cunningham, coordination with Katie and misc. coordination.	
LABOR:	
A Littlefield - 14.25 hrs @ \$60/hr	855.00
D Pearson - 8.5 hrs @ \$180/hr	1,530.00
L Dominguez - 22 hrs @ \$115/hr	2,530.00
V Ha - 2.5 hrs @ \$60/hr	150.00
Labor Subtotal	5,065.00
EXPENSES:	
59 sq ft @ \$.75/sq ft Color Plotting - Plain Paper Expenses Subtotal	44.25 44.25
CONSULTANTS:	
Bailey Professional Solutions, LLC (inv LS-23-179)	43,600.00
Consultants Subtotal	43,600.00
	\$48,709.25

Contract AmountContract RemainingPercent Complete\$223,585.00\$147,162.9034%

\$48,709.2<u>5</u>

# EXHIBIT B TO INDENTURE OF TRUST

(Form of Project Fund Requisition)

Requisition No. 12

# LEYDEN ROCK METROPOLITAN DISTRICT INDENTURE OF TRUST DATED OCTOBER 22, 2021 GENERAL OBLIGATION (LIMITED TAX CONVERTIBLE TO UNLIMITED TAX) REFUNDING AND IMPROVEMENT BONDS, SERIES 2021

The undersigned District Representative (capitalized terms used herein shall have the meanings ascribed thereto by the above Indenture) hereby makes a requisition from the Project Fund held by UMB Bank, n.a., as Trustee under the Indenture, and in support thereof states:

- 1. The amount to be paid or reimbursed pursuant hereto is \$4,736.15.
- 2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows:

#### Leyden Rock Metropolitan District

3. Payment is due to the above person for (describe nature of the obligation):

#### Payment of capital invoices

4. The amount to be paid or reimbursed pursuant hereto shall be transmitted by the Trustee as follows (wire transfer or other transmission instructions):

#### See previously provided wire instructions

- 5. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund and have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.
- 6. With respect to this requested disbursement, the District (i) certifies it has reviewed any wire instructions set forth in this requisition to confirm such wire instructions are accurate, (ii) to the extent permitted by law and without waiting any rights or privileges under the Colorado Governmental Immunity Act, as may be amended, agrees to indemnify and hold harmless the Trustee from and against any and all claim, demand, loss, liability, or expense sustained, including but not limited to attorney fees, and expenses resulting directly or indirectly as a result of making the disbursement in accordance with this requisition, and (iii) agrees they will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with this requisition.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of December, 2023.

Brutt Virnon
District Representative

#### Leyden Rock Metro District Requisition Summary

<b>Bond Requisition Number</b>	Invoice number	Vendor Name	Date	Date Paid		
Requisition No. 1		DDCEA H.C		ć 2.644.00F.69	•	
Requisition No. 1 Total		RRCEA, LLC		\$ 2,641,085.68 2,641,085.68		
Requisition No. 1 Total				2,041,065.00	1/4/2023	
Requisition No. 2	20858	PlayWell	12/13/2022	106,537.07	,	
Requisition No. 2	9549	PlayWell	12/13/2022	77,673.38		
Requisition No. 2	6493	PatioShoppers	12/6/2022	53,346.60		
Requisition No. 2	0433	Adjustment to Actual	12/0/2022	(100.00		
Requisition No. 2 Total		, ajasiment to herad.		•	1/6/2023	
- 4				. ,	, -,	
Requisition No. 3	BRO 199248	Keesen Landscape	9/9/2022	124,750.00	)	
Requisition No. 3 Total				124,750.00	1/12/2023	
Requisition No. 4	7450	The Architerra Group, Inc	1/9/2023	12,360.00	)	
Requisition No. 4	S-1748	Equalized Productions	1/4/2023	21,751.29	)	
Requisition No. 4	S-1749	Equalized Productions	1/4/2023	6,727.50	)	
Requisition No. 4	S-1750	Equalized Productions	1/4/2023	6,969.00	)	
Requisition No. 4 Total				47,807.79	1/25/2023	
Requisition No. 5	7474	The Architerra Group, Inc	2/7/2023	3,120.00		
Requisition No. 5	BRO 211132	Keesen Landscape	1/1/2023	5,127.49	1	
Requisition No. 5		Req. No. 2 Adjustment to Actual		100.00	)	
Requisition No. 5 Total				8,347.49	2/22/2023	
Requisition No. 6	7493	The Architerra Group, Inc	3/3/2023	7,498.75		
Requisition No. 6 Total				7,498.75	3/17/2023	
			. / . 7 / 2 2 2 2			
Requisition No. 7	7515	The Architerra Group, Inc.	4/17/2023	6,404.33		
Requisition No. 7	1273	Shelton Electrical Services LLC	4/25/2023	6,135.00		
Requisition No. 7	29554	The PlayWell Group, INC.	5/3/2023	7,518.59		
Requisition No. 7	4950	The PlayWell Group, INC.	5/3/2023	1,075.28		
Requisition No. 7	1276	Shelton Electrical Services LLC	5/4/2023	13,945.00		
Requisition No. 7	7528	The Architerra Group, Inc.	5/4/2023	2,737.40		
Requisition No. 7	17GT-H4D3-GCQD	Amazon Capital Services	5/10/2023	169.44		
Requisition No. 7	7450	The Architerra Group, Inc	12/31/2022	12,360.00		
Requisition No. 7	7397	The Architerra Group, Inc	10/31/2022	2,660.00		
Requisition No. 7	7347	The Architerra Group, Inc	09/07/2022	6,812.50		
Requisition No. 7	7312	The Architerra Group, Inc	08/11/2022	2,347.10		
Requisition No. 7	7299	The Architerra Group, Inc	07/05/2022	6,603.08		
Requisition No. 7	7279	The Architerra Group, Inc	06/06/2022	6,523.52		
Requisition No. 7	7254	The Architerra Group, Inc	05/04/2022			
Requisition No. 7 Requisition No. 7 Total	7224	The Architerra Group, Inc	04/06/2022	6,289.80	30 79 6/8/2023	
requisition No. 7 Total				04,304.73	0/8/2023	
Requisition No. 8	23175	Front Range Asphalt Maintenance, LLC	5/24/2023	56,834.00	)	
Requisition No. 8	23176	Front Range Asphalt Maintenance, LLC	5/24/2023	14,526.50		
Requisition No. 8	1269	Shelton Electrical Services LLC	4/13/2023	485.00		
Requisition No. 8	Pay App 1	The PlayWell Group, INC.	5/31/2023	38,836.69		
Requisition No. 8 Total	,, .	са, с с сар,с.	3, 31, 1313		6/30/2023	
					, , , , , ,	
Requisition No. 9	BRO 221083	Keesen Landscape	6/29/2023	17,980.00	)	
Requisition No. 9	BRO 225530	Keesen Landscape	7/31/2023	44,012.34		
Requisition No. 9	BRO 222937	Keesen Landscape	7/7/2023	18,460.00		
Requisition No. 9	7614	The Architerra Group, Inc.	8/7/2023	4,518.31		
Requisition No. 9	7562	The Architerra Group, Inc.	6/8/2023	4,992.75		
Requisition No. 9	7595	The Architerra Group, Inc.	7/7/2023	8,997.02	!	
Requisition No. 9	Pay App 1 Remainder	PlayWell	5/31/2023	6,447.37	•	

#### Leyden Rock Metro District Requisition Summary

<b>Bond Requisition Number</b>	Invoice number	Vendor Name	Date	Invoice Amount	Date Paid
Requisition No. 9		Duplicate Requisitions		(51,196.69)	
Requisition No. 9 Total				54,211.10	8/31/2023
Requisition No. 10	BRO226757	Keesen Landscape	8/16/2023	38,540.00	
Requisition No. 10	7638	The Architerra Group, Inc.	9/8/2023	17,973.29	
Requisition No. 10 Total				56,513.29	9/28/2023
Requisition No. 11	7678	The Architerra Group, Inc.	10/12/2023	5,221.25	
Requisition No. 11	7690	The Architerra Group, Inc.	11/7/2023	48,709.25	
Requisition No. 11 Total				53,930.50	11/13/2023
Requisition No. 12	7714	The Architerra Group, Inc.	12/6/2023	4,736.15	
Requisition No. 12 Total				4,736.15	
<b>Total Requisitioned</b>				\$ 3,431,524.78	



THE ARCHITERRA GROUP, INC 5881 S. Deframe St Littleton, CO 80127 303,948.0766

INVOICE #	7714
DATE	12/6/2023
DUE DATE	1/5/2024
P.O. #	

#### **BILL TO:**

Ms. Megan J. Murphy White Bear Ankele Tanaka & Waldron 2154 E Commons Ave Ste 2000 Centennial, CO 80122

## PROJECT 2309/Leyden Rock Master Planning

DESCRIPTION	TOTAL
DESCRIPTION:	
Finalized trails master plan, prepared for and attended check-in meetings, email coordination with	
City of Arvada, attended meeting with City of Arvada, and misc. coordination.	
LABOR:	
M Taylor - 1.5 hrs @ \$155/hr	232.50
L Dominguez - 33.5 hrs @ \$115/hr	3,852.50
D Pearson - 0.5 hrs @ \$180/hr	90.00
T Loran - 6.5 hrs @ \$75/hr	487.50
V Ha - 1 hr @ \$60/hr	60.00
Labor Subtotal	4,722.50
EXPENSES:	
sq ft @ \$0.35/sq ft B/W Bond Plotting - Plain Paper	13.65
	\$4,736.15

Contract Amount		Contract Remaining	Percent Complete				
	\$223,585.00	\$142,426.75	36%				

<del>74,730.13</del>

#### LEYDEN ROCK METROPOLITAN DISTRICT

Schedule of Cash Position September 30, 2023 Updated as of December 12, 2023

			General Fund		Debt Service Fund	С	apital Projects Fund		Total Funds
First Bank - Checking									
Balance as of 09/30/23		\$	101,375.10	\$	_	\$	56,513.29	\$	157,888.39
Subsequent activities:		•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•		•	,		,
10/04/23 Bill.com Payments			-		-		(56,513.29)		(56,513.29)
10/19/23 ADP Wage Pay			(538.25)		-		-		(538.25)
11/10/23 Bill.com Payments			(18,879.55)		-		-		(18,879.55)
11/13/23 Requisition No. 11			-		-		53,930.50		53,930.50
11/16/23 Bill.com Payments			(22,332.79)		-		(53,930.50)		(76,263.29)
11/21/23 Transfer from CSAFE			159,415.96		-		-		159,415.96
11/21/23 Transfer to AHM			(159,415.96)		-		-		(159,415.96)
11/30/23 ADP Wage Pay			(107.65)		-		-		(107.65)
12/08/23 ADP Wage Pay			(107.65)		-		-		(107.65)
Anticipated activities:							4.736.15		4.726.15
Anticipated Requisition No. 12			(17.002.00)		-		4,736.15		4,736.15
Anticipated Bill.com Payments	Austinians and Dalaman	e	(17,082.80) 42,326.41	\$		-\$	(4,736.15)	-\$	(21,818.95)
	Anticipated Balance	ş	42,320.41	Þ	-	Þ	-	Þ	42,326.41
CSAFE									
Balance as of 09/30/23		\$	353,106.22	\$	17,972.89	\$	_	\$	371,079.11
Subsequent activities:			,	-		-		-	,.,
10/10/23 Property/SO tax			9,472.60		14,022.83		_		23,495.43
10/11/23 Pledged Revenue Transfer			-		(31,995.72)		-		(31,995.72)
10/31/23 Interest Income			1,701.64		-		-		1,701.64
11/10/23 Property/SO tax			9,815.86		14,531.11		-		24,346.97
11/21/23 Transfer to First Bank			(159,415.96)		· -		-		(159,415.96)
11/27/23 Pledged Revenue Transfer			-		(14,531.11)		-		(14,531.11)
11/30/23 Interest Income			1,472.02		-		-		1,472.02
12/11/23 Property/SO tax			10,434.61		15,446.85		-		25,881.46
Anticipated activities:									
Anticipated Pledged Revenue Transf	er		-		(15,446.85)		-		(15,446.85)
	Anticipated Balance	\$	226,586.99	\$	-	\$	-	\$	226,586.99
VII. 2024 D. V. V.									
UMB - 2021 Bond Fund				•	1.540.606.01	•		•	1.540.606.01
Balance as of 09/30/23		\$	-	\$	1,549,626.01	\$	-	\$	1,549,626.01
Subsequent activities:					21 005 72				21 005 72
10/11/23 Pledged Revenue Transfer			-		31,995.72		-		31,995.72
10/31/23 Interest Income			-		5,296.64		-		5,296.64
11/16/23 Paying Agent Fee 11/27/23 Pledged Revenue Transfer			-		(4,000.00) 14,531.11		-		(4,000.00)
11/20/23 Friedged Revenue Transfer 11/30/23 Interest Income			-		7,019.07		-		14,531.11 7,019.07
12/01/23 Debt Service Payment			-		(1,375,550.00)		-		(1,375,550.00)
Anticipated activities:			-		(1,3/3,330.00)		-		(1,373,330.00)
Anticipated Pledged Revenue Transf	or		_		15,446.85		_		15 446 85
Anticipatea I teagea Revenue Transj	Anticipated Balance	S			244,365.40	-\$		\$	244,365.40
	Innerpated Balance	Ψ		Ψ	211,303.10	Ψ		Ψ	211,505.10
UMB - 2021 Project Fund									
		\$		\$		\$	4 260 022 55	\$	4 260 022 55
Balance as of 09/30/23 Subsequent activities:		Ф	-	Ф	-	Þ	4,269,022.55	Ф	4,269,022.55
10/31/23 Interest Income							19 546 16		18 546 16
11/13/23 Interest income 11/13/23 Requisition #11			- -		-		18,546.16 (53,930.50)		18,546.16 (53,930.50)
11/30/23 Interest Income			-		-		19,087.48		19,087.48
Anticipated activities:			-		-		17,007.70		17,007.70
итериси испушез.	Anticipated Balance	\$	-	\$	_	\$	4,252,725.69	\$	4,252,725.69
	-								
	Auticinated Deles	-	268,913.40	•	244 265 40	_	4 252 725 60	•	4,766,004.49
	Anticipated Balances	\$	400,713.40		244,365.40		4,252,725.69		7,/00,004.47

Yield information (as of 11/30/23):

CSAFE - 5.48%

UMB invested in Goldman Sachs Govt Fund - 5.19%



### Special Districts Master Services Agreement

Leyden Rock Metro District

8390 E. Crescent Pkwy., Ste.300, Greenwood Village, CO, 80111

MSA Date: October 15, 2023

This master service agreement ("MSA") documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Leyden Rock Metro District ("you," "your," "board of directors" or "the district"). The terms of this MSA will apply to the initial and each subsequent statement of work ("SOW"), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

#### Scope of professional services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA's performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

#### **Board of director responsibilities**

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

#### Responsibilities and limitations related to nonattest services

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate

the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services. CLA and the district agree that the foregoing sentence is not intended and shall not be construed to be a limitation of liability for the benefit of CLA nor an exculpatory clause for the benefit of CLA. CLA is and will remain liable to the district for CLA's negligence and gross negligence in the work that it performs under this MSA or under any SOW.

#### Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

#### **Other Fees**

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

#### Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

#### Limitation of remedies

Each party agrees that in no event shall the other party be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

#### **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

#### CLA shall be authorized to the following cash access services:

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
  - Paper checks we will prepare the checks for your approval and wet ink signature
  - Payments using Bill.com we will only release payments after you have electronically approved and authorized such payments
  - ACH/Wire we will use this method as needed/as requested, with your approval

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above
- Take deposits to the bank that include cash
- If applicable, have access to cash-in-kind assets, such as coupons
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function

#### Board of Directors' responsibilities relevant to CLA's access to your cash

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments
- Approve all new vendors and customers added to the accounting system
- Approve non-recurring wires to external parties
- Pre-approve for recurring wires, then board of directors will ratify approval
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid

- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations

#### Other provisions

Except as expressly permitted by the "Consent" section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 et seq., C.R.S. ("CORA").

#### Insurance:

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers' Compensation Insurance
- **B.** Commercial General Liability Insurance
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability
- E. Network Security (Cyber) Liability Insurance

#### F. Excess/Umbrella Liability Coverage

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

#### **Annual Appropriation and Budget**

The district does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this MSA shall be construed or interpreted as a delegation of governmental powers by the district, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the district or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

#### **Governmental Immunity**

Nothing in this MSA shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the district, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the district and, in particular, governmental immunity afforded or available to the district pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

#### No Third-Party Beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained

in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

#### **Personal Identifying Information**

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

CLA agrees to report within twenty-four (24) hours to the district's board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA "Data Security Incident" is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.

#### Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of Leyden Rock Metro District information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

#### **Technology**

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Colorado law requires special districts to maintain websites and further requires that certain documents which may be prepared by CLA to be uploaded to those websites. CLA specifically acknowledges and agrees that the district may upload to its website any documents prepared by CLA for the district and further, that those documents may be used in public meetings hosted by or to which the district is a party.

#### **Counterpart Execution**

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

#### **Electronic Signatures**

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

#### **MSA Modification**

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

#### **Termination of MSA**

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

#### **Agreement**

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

#### CliftonLarsonAllen LLP

Gigi Pangindian Principal (303) 265-7821 gigi.pangindian@claconnect.com

#### Response

This MSA correctly sets forth the understanding of Leyden Rock Metro District and is accepted by:

CLA CLA Gigi Pangindian

Gigi Pangindian, Principal

**SIGNED** 11/16/2023, 12:52:39 PM MST

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Leyden Rock Metro District

SIGN:

Brett Vernon, President

DATE:



# Special Districts Payroll Services Statement of Work

Date: November 16, 2023

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Leyden Rock Metro District ("you," "your," "board of directors" or "the district") dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

#### Scope of payroll services

We will provide the following payroll preparation services each pay period based on information you provide:

- Perform payroll calculations within ADP
- Facilitate ADP's preparation of payroll checks and/or pay stubs
- Use ADP to initiate the electronic transfer of funds for employee net pay and payroll tax deposit

We will assist with the preparation of the following government forms, when applicable, for each calendar quarter-end and year-end with the understanding that ADP directly handles filing the payroll tax returns and payments:

- Form 941 Employers Quarterly Tax Return
- State Employers Quarterly Withholding Return
- State Employers Quarterly Unemployment Return (SUTA)
- Form 940 Employers Annual Federal Unemployment Tax Return
- All copies of required forms W-2 and W-3 Transmittal of Tax and Wage Statements (annual)
- All necessary state forms (annual)

#### Our responsibility to you and limitations of the payroll services

We will prepare your federal and state (when applicable) payroll forms and tax returns.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the payroll and related returns, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our payroll preparation services that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our payroll preparation services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's payroll that we may not identify as a result of misrepresentations made to us by you.

If applicable, our payroll preparation services will include electronically transmitting managementapproved information to taxing authorities and your financial institution to facilitate the electronic transfer of funds.

If applicable, our payroll preparation services will include transmitting management-approved federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf.

CLA's relationship with you shall be solely that of an independent contractor and nothing in the MSA or a SOW shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

#### Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and to facilitate ADP's preparation of payroll tax returns. We will have no obligations with regards to a particular payroll or withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us.

Additionally, it is your responsibility to provide us with all of the information needed to facilitate ADP's preparation of payroll tax returns. We will have no obligations with regards to particular withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls and payroll tax returns.
- Review and approval of paychecks or paystubs prior to issuance, and payroll registers for each pay period prior to submission of payroll information to ADP.
- Evaluation of information used in the preparation and filing of all government forms for accuracy.

- Before submission of payroll information to ADP, review and approval of each electronic funds transfer to be initiated on your behalf for employee net pay amounts, payroll tax, withholding liabilities, and related benefit amounts.
- One-time authorization to your financial institution for it to make transfers and direct deposits in accordance with future instructions from ADP.
- One-time authorization for ADP to submit tax filings and complete electronic fund transfers on your behalf.
- Sign or approve ADP issuance of all physical and/or electronic payroll checks.

If applicable, we will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

Even if you have authorized CLA to file your employment tax returns and make your business and/or employment tax payments for you, please be aware that you are responsible for the timely filing of employment tax returns and the timely payment of business and/or employment taxes. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasure Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call 800-555-4477 for an enrollment form. Individual states have similar programs that allow you to monitor your account. A list of links by state is provided online at http://www.americanpayroll.org/weblink/statelocal-wider/.

#### Fees and terms

The billing rates (guaranteed through one year from 1st payroll live date) for these services are as follows:

Services performed by	Rate per hour
Payroll Analyst I	\$90-\$95
Payroll Analyst II	\$100-\$110
Senior Payroll Analyst	\$125-\$130

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees

billed.

This agreement will automatically renew for one year from the rate guarantee expiration date unless it is cancelled in writing at least 30 days prior to the expiration date or is changed by the mutual signing of a new SOW. The terms of the applicable MSA shall continue to govern this SOW if the SOW is automatically renewed.

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are examples of services considered to be outside the scope of our engagement. We will bill you for additional services you would like us to provide at an hourly fee at periodic dates after the additional service has been performed.

- Reprocessing for corrected information provided to us subsequent to original payroll
- Preparation of non-standard reports
- Calculation of fringe benefit additions
- Processing retirement plan contribution payments
- Preparation of retirement plan and other census information
- Responding to workers compensation insurance audits
- Responding to employment verification requests
- Preparation of additional state tax registrations
- Preparation of amended payroll tax returns
- Responding to tax notices

#### Tax examinations

All government forms and returns are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you subject to a separate SOW. Services in connection with tax examinations are not included in our fee for preparation of your payroll returns. Our fee for such services will be billed to you separately, along with any direct costs pursuant to a separate SOW.

#### **Record retention**

You are responsible for retaining all documents, records, payroll journals, canceled checks, receipts, or other evidence in support of information and amounts reported in your payroll records and on your quarterly and calendar year-end payroll forms and tax returns. These items may be necessary in the event the taxing authority examines or challenges your returns. These records should be kept for at least seven years. Your copy of the payroll forms and tax returns should be retained indefinitely.

In preparing the payrolls, payroll forms, and tax returns, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your payrolls and related forms and tax returns will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the records of you.

#### Tax consulting services

This SOW also covers tax consulting services that may arise for which the entity seeks our consultation and advice, both written and oral, that are not the subject of a separate SOW. These additional services are not included in our fees for the preparation of the payroll and related federal and state forms and tax returns.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax authority rules, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for the entity's information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax regulations, or to the related judicial and administrative interpretations.

#### Legal compliance

The entity agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the entity or the entity's business, including the accuracy and lawfulness of any reports the entity submits to any government regulator, authority, or agency. The entity also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the entity to any governmental or regulatory body, or for any insurance reimbursement in the event that the entity is requested to do so by any lawful authority. CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

#### Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

#### CliftonLarsonAllen LLP

Gigi Pangindian Principal (303) 265-7821 gigi.pangindian@claconnect.com

#### Response

This SOW correctly sets forth the understanding of Leyden Rock Metro District and is accepted by:

cla Cla Gigi Pangindian

Gigi Pangindian, Principal

**SIGNED** 11/16/2023, 12:53:46 PM MST

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Leyden Rock Metro District

SIGN:

Brett Vernon, President

DATE:



## Special Districts Preparation Statement of Work

Date: November 16, 2023

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Leyden Rock Metro District ("you," "your," "board of directors" or "the district") dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

#### Scope of professional services

Gigi Pangindian is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

#### Ongoing normal accounting services:

- Outsourced accounting activities
  - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
    - Cash receipts journal
    - Cash disbursements journal
    - General ledger
    - Accounts receivable journals and ledgers
    - Deposits with banks and financial institutions
    - Schedule of disbursements
    - Bank account reconciliations
    - Investment records
    - Detailed development fee records

- Process accounts payable including the preparation and issuance of checks for approval by the board of directors
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare quarterly financial statements and supplementary information, but not perform a compilation with respect to those financial statements; additional information is provided below
- Prepare a schedule of cash position to monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors and in accordance with state law
- At the direction of the board of directors, assist with the coordination and execution of banking and investment transactions and documentation
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit additional information is provided below
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required
- Review claims for reimbursement from related parties prior to the board of directors' review and approval
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness
  - Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW

- These procedures may not satisfy district policies, procedures, and agreements' requirements
- Note: our procedures should not be relied upon as the final authorization for this transaction
- Attend board meetings as requested
- Be available during the year to consult with you on any accounting matters related to the district
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors
- Develop and track key business metrics as requested and review periodically with the board of directors
- Document accounting processes and procedures
- Continue process and procedure improvement implementation
- Report on cash flows
- Assist with bank communications
- Perform other non-attest services

#### **Compilation services**

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

#### **Preparation services - financial statements**

We will prepare the quarterly financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

#### **Preparation services - annual**

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district's auditors.

# Preparation services – prospective financial information (i.e., unexpired budget information)

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management's knowledge and belief, the entity's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

#### **Engagement objectives and our responsibilities**

The objectives of our engagement are to:

- a) Prepare quarterly financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b) As requested, apply accounting and financial reporting expertise to assist you in the presentation of your quarterly financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c) Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- **d)** Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material

modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.

- e) If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f) If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

#### **Engagement procedures and limitations**

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the quarterly financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

#### Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another

purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation on the Application for Exemption from Audit (if an audit is not required), we will not issue report on the Application for Exemption from Audit as a result of this engagement.

#### No assurance statements

The quarterly financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: "No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances – governmental funds have been omitted if applicable, For business type activities, the Statement of Cash Flows has been omitted".

If an audit is required, the year-end financial statements prepared for use by the district's auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

#### **Management responsibilities**

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management's responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district's operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARSs:

- **a)** The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b) The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- **c)** The presentation of the supplementary information.
- **d)** The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e) The prevention and detection of fraud.
- f) To ensure that the entity complies with the laws and regulations applicable to its activities.
- g) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- **h)** To provide us with the following:
  - i) Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
  - ii) Additional information that may be requested for the purpose of the engagement.
  - **iii)** Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the board treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

#### Fees and terms

Billing rates guaranteed through December 31, 2024:

Services performed by	Rate per hour
Principal	\$300-\$600
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$290
Senior	\$150-\$220
Staff	\$130-\$190
Administrative Support	\$120-\$170

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

#### Use of financial statements, the annual budget, the Application for Exemption from Audit

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial

statements should not be relied on or distributed.

#### **Municipal advisors**

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

#### Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

#### CliftonLarsonAllen LLP

Gigi Pangindian Principal (303) 265-7821 gigi.pangindian@claconnect.com

#### Response

This SOW correctly sets forth the understanding of Leyden Rock Metro District and is accepted by:

# CLA Gigi Pangindian

Gigi Pangindian, Principal

**SIGNED** 11/16/2023, 12:53:19 PM MST

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Leyden Rock Metro District

SIGN:

Brett Vernon, President

DATE:



# **MANAGEMENT REPORT**

COMMUNITY:	MANAGER:	REPORT DATE:
Leyden Rock Metro District	Katie Call	December 12, 2023

2024 Describer Describ Massiline Calcadiales			
2024 Regular Board Meeting Schedule:	2024 Regular Board Meeting Schedule:		
Capital Projects Discussion on the First Tuesday of	Regular Business on the Third Tuesday of each		
each month	month		
	(Consent Agenda, Financial/Management/Director		
	Matters)		
January 2* (day after New Year's)	♦ January 16		
February 6	<ul><li>February 20</li><li>March 19</li></ul>		
March 5			
April 2	April 16		
May 7	♦ May 21		
❖ June 4	♦ June 18		
❖ July 2	❖ July 16- ANNUAL MEETING		
August 6	August 20		
September 3* (day after Labor Day)	September 17		
❖ October 11	♦ October 15		
November 5	November 19- BUDGET HEARING		
December 3	❖ December 17		
Last Reserve Study: 2020	Board of Directors:		
	Brett Vernon, President		
Operating Fee: \$0.00/year	Term to May 2027		
Tract K Filing Fee: \$372/year	Scott J. Plummer, Secretary		
	Term to May 2027		
Current mill levy (2022), for collection	Christian Ardita, Assistant Secretary		
in 2023	Term to May 2025		
25.000 mills - (general fund)	Tanis Batsel Stewart, Assistant Secretary		
37.000 mills - (debt service fund)	Term to May 2025		
0.000 mills - (capital projects fund)	Jeff Cunningham, Treasurer		
	Term to May 2025		
District Services: Residential Trash,	Dates to Note:		
Common Area Landscape Maintenance,	❖ District Office Closure: Thursday December 21 <sup>st</sup>		
Common Area Snow Removal,	thru Tuesday December 26 <sup>th</sup>		
Common Area Pet Waste Removal,	District Office Closure: Friday December 29 <sup>th</sup> thru		
Pool Maintenance & Staffing, Social	Monday January 1 <sup>st</sup>		
Events			
Landscape Committee:	Additional Information:		
Tanis Batsel-Stewart, Chair	❖ Compliance: 1x weekly		
Carolyn Rowe	E-newsletter Performance:		
Thu Koelling	Total Contacts: 2,100 (down 5)		
Diane Mangam	Email Open Rate: 75% (up 2%)		
Lisa Coleman	1270/1439 Reaching approximately 88% of the		
Pam Hill	homes in the community		



# **COMPLIANCE INSPECTIONS**

**Inspector**: Pam Mitchell

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# **CURRENT PROJECTS / ACTION ITEMS**

PROJECT	DESCRIPTION	STATUS	
Trash Enclosure Repair	Wind damages to the clubhouse trash enclosure	In progress	
2024 Contracts	Working with vendors to complete service agreements for 2024	In progress	
2024 Calendar	Calendar of events, projects, meetings	In progress	
Surveillance System AV Upgrade	Clubhouse Surveillance system install Clubhouse speakers and tv upgrade	In progress- Equalized was onsite 12/7 & 12/8 to work on testing & tuning.  Training is scheduled for 12/14  Pending installation of audio connection plate at countertop (backordered)	
Tree Health Maintenance	Recommended annual tree maintenance from tree health report	In progress, services began 11/20 Scheduled to meet with owner of Preservation to begin a homeowner program 12/15	
Winter Rock	Landscape project along Leyden Rock Drive	In progress	
Parking Lot Lighting	Adding lighting to the parking lot at the clubhouse	Met with Yeti Ark Electrical Friday 12/8, pending proposal	
Retaining Wall	Retaining wall repair on LR Drive	Pending project schedule dates from Hall	
Updated Maps Project	Community maps used for vendors	In progress, Landscape maps	
Pool & Clubhouse Use Policy Update	Work with WBA for updates to policy	In progress	
Clubhouse Furniture	Replacement of Tables & Chairs	In progress	
Clubhouse Cabinet	Cabinet installation under new TV	Installation complete Knobs/Locks- On Hold, included in clubhouse refresh project	
Jefferson Parkway Signs	Notice of Parkway signs installed along parkway	In progress	
Pet Stations	Station relocation	On Hold	
Pool Plaster	Resurfacing the pool	On Hold	
Pool Lighting	Upgrade lights to LED	On Hold	
Pool Heater	Replacement w/ Electronic Thermostat	Initial proposal received from Peak One for digital thermostat add on, pending additional details. On Hold	
Column Stone Replacement	Stone has come off on of the fence columns in the community	On Hold	
Clubhouse Repairs	Replacement of blocks on back railings	On Hold	
Wayfinding Sign Stain	Stain the wood on the wayfinding signs and Ping Pong Park sign	On Hold	
Website Host Transfer	Transition website to Streamline	Coming 2024	
Weather Trac Meeting	Update on Smart Controllers	Coming 2024	



# **ANNUAL CALENDAR - 2024**

January	■ District Office Closed - January 1, 2024
	■ Board Meeting (Capital Projects) - January 2, 2024
	■ Domain Auto Renewal - January 5, 2024
	■ District Office Closed - January 15, 2024
	■ Board Meeting (Regular Business) - January 16, 2024
	■ HVAC Preventative Maintenance - TBD
February	■ Board Meeting (Capital Projects) - February 6, 2024
	■ District Office Closed - February 19, 2024
	■ Board Meeting (Regular Business) - February 20, 2024
March	Board Meeting (Capital Projects) - March 5, 2024
	■ Board Meeting (Regular Business) - March 19, 2024
April	■ Board Meeting (Capital Projects) - April 2, 2024
-	<ul> <li>Board Meeting (Regular Business) - April 16, 2024</li> </ul>
	Board Email Auto Renewal - April 8, 2024
May	■ Board Meeting (Capital Projects) - May 7, 2024
	■ Board Meeting (Regular Business) - May 21, 2024
	District Office Closed - May 27, 2024
	<ul> <li>Snow Contract Expires - May 31, 2024</li> </ul>
	<ul> <li>Irrigation Start-up / Spring Clean-up</li> </ul>
	Backflow Inspection
	■ HVAC Preventative Maintenance - TBD
June	■ Board Meeting (Capital Projects) - June 4, 2024
	■ Board Meeting (Regular Business) - June 18, 2024
	■ District Office Closed - June 19, 2024
	■ Phase 2 Fence Staining - TBD
July	Board Meeting (Capital Projects) - July 2, 2024
	■ District Office Closed - July 4, 2024
	<ul> <li>Board Meeting (Regular Business) - July 16, 2024</li> </ul>
	<ul> <li>Annual Meeting - July 16, 2024</li> </ul>
August	<ul> <li>Budget Working Session - TBD</li> </ul>
_	■ Board Meeting (Capital Projects) - August 6, 2024
	■ Board Meeting (Regular Business) - August 20, 2024
September	■ District Office Closed – September 2, 2024
	■ Board Meeting (Capital Projects) - September 3, 2024
	■ Board Meeting (Regular Business) - September 17, 2024
	Pool Closing Date - September 4, 2024
	Renew Snow Contract
	■ HVAC Preventative Maintenance - TBD
October	■ Draft Budget Due to CLA- October 1, 2024
	Board Meeting (Capital Projects) - October 1, 2024
	■ District Office Closed – October 14, 2024
	<ul> <li>Draft Budget Submitted by CKA- October 15, 2024</li> </ul>



	■ Board Meeting (Regular Business) - October 15, 2024		
	■ Irrigation Shutdown / Fall Clean-up		
November	■ Final Budget Changes to CLA- November 1, 2024		
	■ Board Meeting (Capital Projects) - November 5, 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	Board Meeting (Capital Projects) - December 3, 2024		
	Board Meeting (Regular Business) - December 17, 2024		
	■ District Office Closed – TBD		



# **CURRENT CONTRACTS**

SERVICE COMPANY		RATE	EXPIRATION	TERMINATION CLAUSE	
Landscaping (including pond maintenance)	keesen lannscane		December 31, 2023	30 days	
Snow Removal	Keesen Landscape	T&M *see fee schedule for T&M rates	May 31, 2024	30 days	
Soil/Sediment Sampling	CTL Thompson	\$4,000 per sample every 6 months	December 31, 2023	30 days	
Weed & Pest Control	Weed Wranglers	\$132/man hour for labor and equipment; \$68/sprayed acre for materials \$4,500/pest control visit (2x/yr)	December 31, 2023	30 days	
Pet Waste Removal	Waste Removal Poop 911		December 31, 2023	30 days	
Trash Removal	Republic Services	bags \$10.50 per home / weekly trash + \$3.69 per home/ weekly recycle	December 31, 2023	30 days	
Janitorial Services Done & Dusted (f.k.a. The Helping Hand)		\$200.00/ clubhouse cleaning \$75.00/pool cleaning	December 31, 2023	30 days	
Pool Maintenance	Peak One Pool & Spa	\$110.00/weekday visit + NTE \$7,000 chemicals	December 31, 2023	*see fee schedule for T&M rates	
Pool Monitors	Mile High Pools	\$39.00/ hour	September 4, 2023	30 days	
HVAC	Timberline Mechanical	\$105/ PM visit + materials	December 31, 2023	30 days	
Design Review	Lee Design Group	\$50/ application	December 31, 2023	30 days	
Fence Staining	Neighborly Fence Staining, LLC	\$33,741/ phase	December 31, 2023	30 days	
Tree Care Services	Preservation Tree Care	See scope for fees	December 31, 2023	30 days	



# **FACILITY MAINTENANCE HISTORY**

ELEMENT	MAINTENANCE APPROACH	MAINTENANCE / INSPECTION HISTORY	NOTES
AED	Annual	Inspection for expiration of pads & battery	
Backflows	Annual Testing Required by COA	Completed in in May/June 2023	23 backflow locations
Fencing	Each fence staining phase completed once every 5 years  Repairs, as needed	<ul> <li>Phase 1 fence staining completed 2023</li> <li>Phase 2- 2024</li> <li>Phase 3- 2025</li> <li>Phase 4- 2026</li> <li>Phase 5- 2027</li> <li>Restart</li> <li>Phase 1 – 2028</li> <li>Phase 2 – 2029</li> <li>Phase 3- 2030</li> <li>Phase 4 – 2031</li> <li>Phase 5- 2032</li> </ul>	
HVAC	3 preventative maintenance visits per year	Completed January, May & September 2023	
Plumbing	Annual visit	Inspection of drains, faucets, toilets	PENDING Annual cost \$515.00.
Fire System	Annual visit	Inspection of fire extinguishers, emergency lights	PENDING Annual Cost ~ \$385
Building Exterior		•	Pending further research
Sidewalk/Parking Lot		•	Pending further research
Roofs		•	Pending further research



# **CAPITAL PROJECT BUDGET**

Submittal Categories	Project	Location Name	Budget
	,		
		String of Pearls	1,000,000
		Zircon Street culdesac	0
	Major Vista	Traveler's Hub	0
		Ping Pong Park	0
		Demo Garden	0
		Timber Way (walkway between W 85 <sup>th</sup> Blf & W 84 <sup>th</sup> Pl)	100,000
METRO DISTRICT TRACTS	Major Vista/Mudflow	The 84th Ave area (between Yucca & Windy)	100,000
		84th Ave Cul de sac (Leclair)	0
		Multiple locations	250,000
	Drainage remediation	Winter Rock Section A	36,000
		Winter Rock Section B	139,000
	Fire exit	Eldora Way to 82nd	0
	Trailheads & minor vistas (general palette)		0
		TOTAL	1,625,000
			see total
	Entrance, + Electricity	Culebra	below
ENTRANCES	,		see total
	Entrance, + Electricity	Yule	below
	Entrance	LR Drive	0
		TOTAL	250,000
	Westridge (includes the hillside in front)		750,000
PARKS	Lookout		0
	Daybreak		500,000
		TOTAL	1,250,000
TDAUC	Troile		050.000
TRAILS	Trails	TOTAL	850,000
		TOTAL	850,000
CONTINGENCY			25,000
		TOTAL	25,000
			\$4,000,000.00



#### **MEMORANDUM**

To: Board of Directors

From: Katie Call, Community Manager

Date: December 6, 2023

Re: Account Balance Recommended Actions

With the transition of management companies, Advance's Accounting department has continued to work on the financials for the community utilizing information from prior management. During the changeover, the team sifted through the reports and researched homeowner accounts with balances and credits. There were 21 account balances (due to late fees or letter fees) recently approved to be waived, totaling \$496.12. With limited information from the prior management company, there are an additional 10 accounts with recommended actions. Of those, 6 accounts have balances due to violation fines, unfortunately the supporting details of the notice of non-compliance cannot be found. The 4 other accounts are unique, 3 of which are recommended to code to retained earnings.

The recommendation and proposed action are to remove the balances due on the respective accounts as shown below and on the following page. (Account information has been removed for privacy purposes).

	Account	Balance		
Ownership	Type	Today	Notes	Action Status
Current	Owner	\$125.00	Violations from 2022	Cannot locate violation letter details. Recommended to remove
Current	Owner	\$125.00	Violations from 2021 & 202	Cannot locate violation letter details. Recommended to remove
Current	Owner	\$100.00	Violation from 2021	Cannot locate violation letter details. Recommended to remove
Current	Owner	\$25.00	Violation from 2021	Cannot locate violation letter details. Recommended to remove
Current	Owner	\$25.00	Violation from 2021	Cannot locate violation letter details. Recommended to remove
Current	Owner	\$25.00	Violation from 2021	Cannot locate violation letter details. Recommended to remove
			Association Transfer Fee	Refer to Page 3 of closing docs (screenshot included below), there was a request to waive the transfer fee. It's unclear how the payment was handled and there is not record of anything happening with the closing
Current	Owner	\$10.00	2021 - short by \$10 from closing	document/transfer fee request. Recommended action is to waive the \$10

Total \$435.00



			Prior management over	
			credited; Reminder Notice	
Former	Owner	(\$5.00)	on account 2018	Recommended to offset to retained earnings
			Owner pd late fee/interst	
			and prior management	
Former	Owner	(\$30.40)	credited to account 2021	Recommended to offset to retained earnings
				Prior management sent a refund check to homeowner, stale dated the check then put a charge on the account.
				Homeowner should not have received a refund in the first
				place and the balance on the account should not be due
			Prior Refund the credit on	to the homeowner. Recommended to credit to retained
Current	Owner	\$9.60	ck 2504 in May -	earnings

\*Referenced screen shot from closing documents

	Colorado Resale Package	\$295.00
	Total	\$295.00
Metropolitan District No	o. 10	
	Transfer Fee - District	\$305.00
	Total	\$305.00
	Metropolitan District N	Colorado Resale Package Total  Metropolitan District No. 10  Transfer Fee - District

\*SELLER PAID THROUGH END OF 2021. PLEASE PRORATE (CREDIT) TO SELLER FROM CLOSING DATE TO UNTIL 12/31/21.



# Renewal Documents and Invoice 1/1/2024 to EOD 12/31/2024

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2024.

The following renewal documents are attached where applicable:

- 1. Invoice: Payment is due upon receipt. Please return a copy of the invoice with your payment to ensure that it is applied correctly. We have attached a Coverage Contribution instructions sheet which provides details about your payment.
- 2. Comparison of Annual Contributions.
- 3. Deductible Options:
  - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
- 4. Quote for Excess Liability limits for your consideration:
  - Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
- Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at <u>csdpool.org/documents</u> by January 1, 2024.
- 6. Schedules: Lists of exposures and values.
- 7. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
- 8. Automobile identification cards: Hard copies will be mailed.



# **Property and Liability Coverage**

#### Invoice

#### **Named Member:**

Leyden Rock Metropolitan District c/o White, Bear, Ankele, Tanaka, & Waldron 2154 E. Commons Avenue, Suite 2000 Centennial, CO 80122

#### **Broker of Record:**

Highstreet TCW Risk Management 384 Inverness Parkway Suite 170 Englewood, CO 80112

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
24PL-61158-3328	61158	1/1/2024	EOD 12/31/2024	11/28/2023

Coverage	Contribution
General Liability	\$8,567.00
Property	\$19,157.00
Non-Owned Auto Liability	\$132.00
Hired Auto Physical Damage	\$65.00
Equipment Breakdown	\$1,626.00
No-Fault Water Intrusion & Sewer Backup	\$693.00
Public Officials Liability	\$1,184.00
Excess	\$2,750.00
Pollution	\$0.00
Volunteer Accident	\$35.00
Total Contribution	\$34,209.00
Estimated Annualized Contribution (for budgeting purposes only) \$34,209.00	

Please note: where included above, Hired Auto Physical Damage and Non-Owned Auto Liability are mandatory coverages and may not be removed. No-Fault Water Intrusion & Sewer Backup coverage may only be removed with completion of the No-Fault Opt Out Endorsement.

The following discounts are applied (Not applicable to minimum contributions):

4.39% Continuity Credit Discount

8% Multi Program Discount for WC Program Participation

#### **Payment Due Upon Receipt**

The total contribution includes a 10% Commission, which calculates to \$3,420.90, paid to the broker reflected above.

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

Remit checks to: Colorado Special Districts Property and Liability Pool

c/o McGriff Insurance Services, LLC

PO Box 1539

Portland, OR 97207-1539

We accept online payments at E-Bill Express

Refer to Payment Instructions page for additional options

billing@csdpool.org 800-318-8870 ext. 3



# **Payment Instructions**

The annual contribution for coverage with the Pool is due upon receipt of this invoice. We accept the following payment methods:

- Online using E-Bill Express (www.e-billexpress.com/ebpp/CSDPool). For detailed instructions, please click <u>here</u> or go to csdpool.org/documents. You can also find an FAQ <u>here</u> or go to the E-Bill Express logon screen.
- 2. Mail your check to:

Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207

For express or overnight mail services, please use the address below:

Our office is moving December 1, 2023, so we have two addresses for a short time:

Use our current address until November 30, 2023:

Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC 1800 SW 1<sup>st</sup> Ave, Suite 400 Portland, OR 97201

Starting December 1, 2023, use the following address:

Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC 5400 Meadows Road, Suite 240 Lake Oswego, OR 97035

To ensure your payment is accurately applied, always include a copy of the invoice.

3. Wire or ACH transfer from your own bank account. Let us know if you wish to use this method and we will be happy to provide you with the instructions.

In accordance with the Intergovernmental Agreement (IGA), you have sixty (60) days after the due date shown on the invoice to make your contribution payment. If you fail to make payment, automatic cancellation of coverage will occur on the 61<sup>st</sup> day. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at sdaco.org for member information.

Please contact us at billing@csdpool.org or 800-318-8870 ext. 3 for billing questions.



# Annual Comparison of 2024 and 2023 contributions. Loss Ratios based on participation years from 2016 to 2023

#### **Leyden Rock Metropolitan District**

Year	Contribution
2024	\$34,209.00
2023	\$33,863.00
Difference	\$346.00
% Difference	1.02%

	Contribution	Equipment Breakdown	TOE	Contribution	General Liability
	\$1,626.00	Yr. 2024	\$1,860,450.00	\$8,567.00	Yr. 2024
	\$2,279.00	Yr. 2023	\$1,736,921.00	\$8,215.00	Yr. 2023
	-\$653.00	Difference	NaN	\$352.00	Difference
	-28.65%	% Difference	0.00%	4.28%	% Difference
	0.00%	Loss Ratio		2.02%	Loss Ratio
	Contribution	Crime	Auto Count	Contribution	Auto Liability
	\$0.00	Yr. 2024	0	\$132.00	Yr. 2024
	\$0.00	Yr. 2023	0	\$132.00	Yr. 2023
	\$0.00	Difference	0		Difference
	0.00%	% Difference	0.00%	NaN	% Difference
	0.00%	Loss Ratio		0.00%	Loss Ratio
EE Count	Contribution	Public Officials Liability	TIV	Contribution	Auto Physical Damage
0	\$1,184.00	Yr. 2024	\$0.00	\$65.00	Yr. 2024
0	\$1,163.00	Yr. 2023	\$0.00	\$65.00	Yr. 2023
0	\$21.00	Difference	\$0.00		Difference
0.00%	1.81%	% Difference	0.00%	NaN	% Difference
	70.27%	Loss Ratio		0.00%	Loss Ratio

Property/Inland Marine	Contribution	TIV		Excess Liability	Contribution
Yr. 2024	\$19,157.00	\$5,948,758.61		Yr. 2024	\$2,750.00
Yr. 2023	\$18,690.00	\$5,532,790.00		Yr. 2023	\$2,646.00
Difference	\$467.00	\$415,968.61	_	Difference	\$104.00
% Difference	2.50%	7.52%		% Difference	3.93%
Loss Ratio	0.00%			Loss Ratio	0.00%

Earthquake	Contribution	Flood	Contribution	No Fault	Contribution
Yr. 2024	\$0.00	Yr. 2024	\$0.00	Yr. 2024	\$693.00
Yr. 2023	\$0.00	Yr. 2023	\$0.00	Yr. 2023	\$665.00
Difference	\$0.00	Difference	\$0.00	Difference	\$28.00
% Difference	0.00%	% Difference	0.00%	% Difference	4.21%
Loss Ratio	0.00%	Loss Ratio	0.00%	Loss Ratio	0.00%



# **Deductible Options**

# **Leyden Rock Metropolitan District**

Based on Coverage 24PL-61158-3328 data as of 11/28/2023

Auto Liability		
	\$34,209.00	

Auto Physical Damage				
Comprehensive and Collisi	on Deductibles			
Both	\$34,209.00			

General Liability				
\$0.00	\$8,567.00			
\$500.00	\$7,234.00			
\$1,000.00	\$6,919.00			
\$2,500.00	\$6,604.00			
\$5,000.00	\$6,289.00			
\$7,500.00	\$6,168.00			
\$10,000.00	\$5,974.00			

Property				
Property and Inland Marin	e Deductibles (IM Max			
Both \$250.00	\$22,360.00			
Both \$500.00	\$19,157.00			
Both \$1,000.00	\$18,856.00			
Both \$2,500.00	\$18,593.00			
Both \$5,000.00	\$18,401.00			
Property \$7,500.00	\$18,210.00			
Property \$10,000.00	\$17,974.00			
Property \$25,000.00	\$17,146.00			
Property \$50,000.00	\$16,311.00			
Property \$100,000.00	\$15,336.00			
\$5,000)				

No-Fault				
\$500.00	\$693.00			
\$1,000.00	\$485.00			
\$2,500.00	\$450.00			
\$5,000.00	\$347.00			
\$7,500.00	\$312.00			

Public Officials Liability			
EPLI \$100,000 &:			
POL \$1,000.00	\$1,184.00		
POL \$2,500.00	\$1,174.00		
POL \$5,000.00	\$1,163.00		
POL \$7,500.00	\$1,163.00		
POL \$10,000.00	\$1,163.00		
POL \$1,000 &:			
EPLI \$5,000.00	\$3,340.00		
EPLI \$7,500.00	\$2,980.00		
EPLI \$10,000.00	\$2,621.00		
EPLI \$25,000.00	\$1,902.00		
EPLI \$50,000.00	\$1,543.00		
EPLI \$100,000.00	\$1,184.00		

Equipment Breakdown			
\$1,000.00	\$1,626.00		
\$2,500.00	\$1,594.00		
\$5,000.00	\$1,447.00		
\$7,500.00	\$1,415.00		
\$10,000.00	\$1,366.00		



## **2024 Excess Liability Options Proposal**

#### **This Proposal Does Not Bind Coverage**

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

Named Member: Leyden Rock Metropolitan District

Certificate Number: 24PL-61158-3328

Excess Limit	<b>Annual Excess Contribution</b>	<b>Change in Contribution</b>
\$1,000,000	\$1,459	-\$1,291
\$2,000,000	\$2,115	-\$635
\$3,000,000	\$2,432	-\$318
\$4,000,000	\$2,544	-\$206
\$5,000,000*	\$2,750	\$0
\$6,000,000	\$2,961	\$211
\$7,000,000	\$3,173	\$423
\$8,000,000	\$3,384	\$634

<sup>\*</sup> This is your current excess limit.

Note: This is not your Coverage Document. It was created solely for informational purposes. 11/28/2023



#### Public Entity Liability and Auto Physical Damage Certificate Holder Declaration

Master Coverage Document Number: CSD Pool CTC 01 01 24 and CSD Pool PEL 01 01 24

Certificate Number: 24PL-61158-3328

**Named Member:** 

Leyden Rock Metropolitan District

c/o White, Bear, Ankele, Tanaka, & Waldron 2154 E. Commons Avenue, Suite 2000

Centennial, CO 80122

Coverage Period: 1/1/2024 to EOD 12/31/2024 **Broker of Record:** 

Highstreet TCW Risk Management

384 Inverness Parkway

Suite 170

Englewood, CO 80112

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
Public Entity Liability Coverage including:	\$2,000,000	None		
General Liability	Included	None	None	\$8,567
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,184
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$693
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	\$5,000,000	None	None	\$2,750
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
Auto Physical Damage	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included

\$13,391 **Total Contribution** 

Additional Endorsements applicable to Member:

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

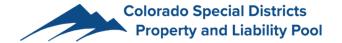
Authorized Representative

<sup>\*</sup>Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

<sup>\*\*</sup>A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

<sup>\*\*</sup>A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

<sup>\*\*\*</sup>No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.



#### **Property Certificate Holder Declaration**

Master Coverage Document Number: CSD Pool CTC 01 01 24 and CSD Pool Property 01 01 24

Named Member:

Leyden Rock Metropolitan District c/o White, Bear, Ankele, Tanaka, & Waldron 2154 E. Commons Avenue, Suite 2000 Centennial, CO 80122 **Broker of Record:** 

Highstreet TCW Risk Management 384 Inverness Parkway Suite 170 Englewood, CO 80112

#### **Limit of Coverage per Occurrence:**

\$5,948,759 Reported Buildings, Business Personal Property, Other Scheduled Items, Outdoor Property and EDP per Schedule.

\$250,000 Business Income including Extra Expense/Rental Income sublimit unless a higher amount is specified on Schedule.

\$ Inland Marine Scheduled items.

\$0 Excess of \$2,000,000 Earthquake Limit per occurrence and annual aggregate per Property Schedule.

\$0 Excess of \$2,000,000 Flood Limit per occurrence and annual aggregate per Property Schedule. Flood Zone A and Flood Zone V are subject to an all member combined limit of \$60,000,000 per occurrence and annual aggregate.

Locations Covered:

Per Schedules on file. Property in Course of Construction must be shown on the Schedule to be covered.

Report of

Annual Statement of Values must be submitted and additions/deletions are to be reported as they

Values:

occur.

**Perils Covered:** 

Risk of Direct Physical Loss subject to the terms, conditions, and exclusions in the Master Property

Coverage Document.

**Deductibles:** 

\$500 Per Occurrence, except where noted on Member's Schedules

Earthquake - 2% Per Occurrence of the value of the covered damaged property at the time of loss,

subject to a \$5,000 minimum and \$50,000 maximum.

Flood - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a

\$5,000 minimum and \$50,000 maximum.

Contribution: \$19,157

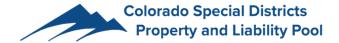
#### Additional Endorsements applicable to Member:

Cosmetic Damage Exclusion
Wind and Hail Deductible Endorsement

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Property Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:

Authorized Representative



#### **PROPERTY ENDORSEMENT**

Named Member: Leyden Rock Metropolitan District	Endorsement: CSD Pool Wind Hail Deductible 01 01 23
Certificate Number: 24PL-61158-3328	Effective Date of Endorsement: 1/1/2024
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

# PROPERTY COVERAGE DOCUMENT WIND AND HAIL DEDUCTIBLE PLEASE READ IT CAREFULLY

The following is added to Section 2. **DEDUCTIBLE**:

**E.** Wind and/or Hail damage to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**:

In respect to Member District's whose total scheduled property values are below \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$50,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

In respect to Member District's whose total scheduled property values are over \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$75,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.



#### PROPERTY ENDORSEMENT

Named Member:	Endorsement:
Leyden Rock Metropolitan District	CSD Pool Cosmetic Damage Exclusion 01 01 23
Certificate Number:	Effective Date of Endorsement:
24PL-61158-3328	1/1/2024
Issued By:	
Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

# PROPERTY COVERAGE DOCUMENT COSMETIC DAMAGE EXCLUSION PLEASE READ IT CAREFULLY

The following is added to Section 7 PERILS EXCLUDED:

**V.** Against **Cosmetic Damage** to **Roof Surfacing** caused by or resulting from wind and/or hail to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**.

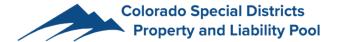
For purposes of this endorsement, the following is added to SECTION 32 ADDITIONAL DEFINITIONS:

**Roof Surfacing** means the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vent covers and gutters.

**Cosmetic Damage** means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

However, this exclusion shall not apply to **Cosmetic Damage** to the front entry, areas of **Roof Surfacing** visibly apparent to a pedestrian from the street or sidewalk composing less than 25% of the roof area of a **Member District's** scheduled building or structure identified as **Real Property** or **Outdoor Property**. The **Pool** will pay for **Cosmetic Damage** to such areas, limited to less than 25% of the roof area of the scheduled building or structure, subject to all other terms, conditions and exclusions of the Property Coverage Form.

ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.



#### **Equipment Breakdown Declarations**

Master Coverage Document Number: CSD Pool EB 01 01 21

Certificate Number: 24PL-61158-3328 Coverage Period: 1/1/2024 to EOD 12/31/2024

#### Named Member:

Leyden Rock Metropolitan District c/o White, Bear, Ankele, Tanaka, & Waldron 2154 E. Commons Avenue, Suite 2000

Centennial, CO 80122

#### **Broker of Record:**

Highstreet TCW Risk Management 384 Inverness Parkway

Suite 170

Englewood, CO 80112

#### **Covered Equipment:**

Equipment that (1) generates, transmits or utilizes energy, including electronic communications and data processing equipment; or (2) which during normal usage, operates under vacuum or pressure, other than the weight of its contents.

#### Locations:

Property must be at a location described in the Named Member's current Schedule of Property on file with the CSD Pool and must be owned, leased, or operated under the control of the Member District.

Equipment Breakdown Limit: \$3,834,700 Scheduled Property

#### **Sub Limits:**

Newly Acquired Locations (90 Days Reporting)	\$2,500,000
Business Income / Extra Expense	\$1,000,000
Expediting Expenses	\$1,000,000
Rental Income	\$1,000,000
Demolition & Increased Cost of Construction	\$1,000,000
Off-Premises Equipment Breakdown	\$500,000
Service Interruption	\$250,000
Hazardous Substances	\$250,000
Perishable Goods	\$250,000
Data Restoration	\$250,000
Green Property Upgrade	\$100,000
Public Relations Coverage	\$5,000

**Deductible:** \$1,000 per Occurrence

Contribution: \$1,626

This Equipment Breakdown Declarations is made and is mutually accepted by the CSD Pool and the Member District subject to all terms which are made a part of the Equipment Breakdown Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Equipment Breakdown Coverage Document for actual coverage, terms, conditions, and exclusions.



#### **Environmental Legal Liability Certificate Holder Declaration**

Master Policy Number: ER00A9V24 Certificate Number: 24PL-61158-3328

Named Member:

Leyden Rock Metropolitan District c/o White, Bear, Ankele, Tanaka, & Waldron 2154 E. Commons Avenue, Suite 2000

Centennial, CO 80122

**Insurer**: Aspen Specialty Insurance Company **Coverage Period**: 1/1/2024 to EOD 12/31/2024

**Broker of Record:** 

Highstreet TCW Risk Management

384 Inverness Parkway

Suite 170

Englewood, CO 80112

#### **Claims-Made Coverage:**

1. First Party Protection: For coverages 1.a - 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.

- a. **Clean up**: Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
- b. Emergency Response: Covers emergency response cost resulting from a
- c. **Pollution Incident**: (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
- d. Environmental Crisis: Covers crisis cost resulting from a crisis event.
- e. Business Interruption: Covers business interruption cost and extra expense
  incurred by the insured and solely and directly by a pollution incident on, at or
  under an insured location, provided the pollution incident results in clean-up
  cost covered by this policy.
- **2. Legal Liability Protection:** For coverages 2.a 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. Insured Location: Covers sums the insured becomes legally obligated to pay:

     (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. **Non-owned Site**: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean- up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation**: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean- up costs, resulting from a pollution incident caused by transportation.
  - d. Covered Operations: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:** \$1,000,000 Each Pollution Incident

\$5,000,000 Total Policy and Program Aggregate – Shared All Members

Sublimits: \$500,000 Environmental Crisis Aggregate

\$250,000 Business Interruption Aggregate \$100,000 Perfluorinated Compounds Aggregate

Member Deductible: \$1,000 Each Pollution Incident

Retroactive Date: January 1, 2009 (unless otherwise specified)

**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

#### **Partial List of Exclusions:**

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

#### **Policy Forms:**

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

#### **Additional Endorsements Applicable to Named Member:**

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V23 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.

Countersigned by:

**Authorized Representative** 



#### **Volunteer Accident Certificate Holder Declaration**

Master Coverage Policy Number: Insurer:

XHH000001 QBE Insurance Company

**Coverage Period**: 1/1/2024 to EOD 12/31/2024

Named Member: Broker of Record:

Leyden Rock Metropolitan District Highstreet TCW Risk Management

c/o White, Bear, Ankele, Tanaka, & Waldron 384 Inverness Parkway

2154 E. Commons Avenue, Suite 2000 Suite 170

Centennial, CO 80122 Englewood, CO 80112

#### **Eligible Persons:**

Registered\* community volunteers while performing their assigned duties for the Member Districts supervised and sponsored volunteer activities excluding those volunteers compensable under workers' compensation coverage including, but not limited to, volunteer board members acting in their administrative duties for the Member District and volunteer firefighters.

**Indemnity Benefits:** Accidental Death and Dismemberment:

Loss must occur within 365 days of the covered accident

Covered Loss	Benefit Amount
Loss of Life	\$15,000
Loss of Two or More Hands or Feet	\$50,000
Loss of Sight of Both Eyes	\$50,000
Loss of One Hand or Foot and Sight in One Eye	\$50,000
Loss of Speech and Hearing	\$50,000
Quadriplegia	\$50,000
Paraplegia	\$50,000
Hemiplegia	\$50,000
Loss of One Hand or Foot	\$25,000
Loss of Sight in One Eye	\$25,000
Loss of Speech	\$25,000
Loss of Hearing in Both Ears	\$25,000
Loss of Thumb and index Finger of the Same Hand	\$12,500
Loss of Thumb and Index Finder of the Same Hand	\$12,500

All Member Aggregate – All Conditions \$500,000

Accident Medical Expense Benefits:

Full Excess Medical Expense (Other Health Care Plan Reduction 50%)

Maximum for all Accident Medical Expense \$25,000

First Covered Expense Incurred within 90 days after a covered accident

Benefit Period One year from the date of the covered accident

Deductible Each Covered Accident \$0



**Indemnity Benefits continued:** 

Covered Expense	Benefit Amount
In-Patient Hospital Services ICE or CCU Benefit	100%, up to two times the average semi-private room rate
Daily In-Hospital Benefit	100% of the average semi-private room rate
In Hospital Miscellaneous Services Benefit	100%
Ambulatory Medical Center	100%
Emergency Room Treatment	100%
Physician Services – Surgery Benefit	100%
Physician Services – Assistant Surgeon	100%
Physician's Surgical Facility	100%
Second Opinion or Consultation	100%
Physician's Assistant	100%
Anesthesia Benefit	100%
Inpatient Visits	100%
Office Visits	100%
Outpatient X-Ray, CT Scan, MRI & Laboratory Tests	100%
Outpatient Physiotherapy	100%
Nursing Services	100%
Ambulance Services	100%
Medical Equipment Rental	100%
Medical Services and Supplies	100%
Dental Services	100%
Prescription Drug Benefit	100%

**Report all Claims to:** Phone: (800) 318-8870, ext. 1

Email: claims@csdpool.org

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Volunteer Accident Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.

**Authorized Representative** 



#### Terrorism, Sabotage and Malicious Attack Certificate Holder Declaration

**Master Coverage Policy Number:** 

TER P 004 CW (06/11) physical loss or damage 33HIS00151 Terrorism Combined Liability TER P0027CW (05/17) Malicious Attack 10/17 Malicious Attack combined liability Insurer:

Lloyds, Hiscox Syndicate 33

**Coverage Period**: 1/1/2024 to EOD 12/31/2024

Named Member:

Leyden Rock Metropolitan District c/o White, Bear, Ankele, Tanaka, & Waldron 2154 E. Commons Avenue, Suite 2000

Centennial, CO 80122

**Broker of Record**:

Highstreet TCW Risk Management 384 Inverness Parkway

Suite 170

Englewood, CO 80112

Coverage for All CSD Pool Members combined	Per Occurrence Limit	Annual Aggregate Limit	Deductible
All Coverages Combined	n/a	\$105,000,000	n/a
Terrorism and Sabotage – Physical Loss or Damage	\$100,000,000	\$100,000,000	\$10,000
Terrorism – Combined Liability	\$10,000,000	\$10,000,000	\$10,000
Malicious Attack – Physical Loss or Damage & Combined Liability	\$5,000,000	\$5,000,000	\$5,000
Malicious Attack Sub-limits applicable:			
Prevention or Restriction of Access	\$2,500,000	\$2,500,000	\$5,000
Utilities	\$2,500,000	\$2,500,000	\$5,000
Personal Accident Costs	\$250,000	\$250,000	\$5,000
Crisis Management Costs	\$250,000	\$250,000	\$5,000

Report all Claims to: Phone: (800) 318-8870, ext. 1

Email: claims@csdpool.org

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Terrorism, Sabotage and Malicious Attack Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.

Countersigned by:

Authorized Representative



## **General Liability Schedule Metropolitan District**

**Policy Number: Coverage Period:** 1/1/2024 - EOD 12/31/2024 24PL-61158-3328

**Broker:** Highstreet TCW Risk Management Named Member: Leyden Rock Metropolitan District

Code	Description	Unit	Amount	Effective Date	Expiration Dat
1	1-Number of Skate Board Parks	Total	0.00	1/1/2024	12/31/2024
2	2-Number of Diving Boards	Total	0.00	1/1/2024	12/31/2024
3	3-Number of Water Slides	Total	0.00	1/1/2024	12/31/2024
4	4-Maximum Bond Issued	Dollars	45,840,000.00	1/1/2024	12/31/2024
5	5-Number of Bonds Issued	Total	1.00	1/1/2024	12/31/2024
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2024	12/31/2024
30	30-Number of EMT Personnel	Total	0.00	1/1/2024	12/31/2024
32	32-Paid Firefighters - Non-EMT	Total	0.00	1/1/2024	12/31/2024
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2024	12/31/2024
39	39-Pipe Line	Miles	0.00	1/1/2024	12/31/2024
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles	0.00	1/1/2024	12/31/2024
50	50-Number of Teachers	Total	0.00	1/1/2024	12/31/2024
70	70-Number of Golf Courses	Total	0.00	1/1/2024	12/31/2024
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2024	12/31/2024
98	98-Additional First Named Members	Total	0.00	1/1/2024	12/31/2024
105	105-Total Operating Expenses - Any other	Dollars	1,774,870.00	1/1/2024	12/31/2024
130	130-Total Operating Expenses - Park & Recreation	Dollars	0.00	1/1/2024	12/31/2024
131	131-Total Operating Expenses - Cemetery	Dollars	0.00	1/1/2024	12/31/2024
132	132-Total Operating Expenses - Soil & Water Conservation	Dollars	0.00	1/1/2024	12/31/2024

133	133-Total Operating Expenses - Pest Control	Dollars	0.00	1/1/2024	12/31/2024
134	134-Total Operating Expenses - Hospital / Health	Dollars	0.00	1/1/2024	12/31/2024
135	135-Total Operating Expenses - Drainage	Dollars	0.00	1/1/2024	12/31/2024
136	136-Total Operating Expenses - Library	Dollars	0.00	1/1/2024	12/31/2024
137	137-Total Operating Expenses - Water Control	Dollars	0.00	1/1/2024	12/31/2024
138	138-Total Operating Expenses - Fire / Ambulance	Dollars	0.00	1/1/2024	12/31/2024
139	139-Total Operating Expenses - Water	Dollars	47,069.00	1/1/2024	12/31/2024
140	140-Total Operating Expenses - Irrigation	Dollars	38,511.00	1/1/2024	12/31/2024
141	141-Total Operating Expenses - Sanitation	Dollars	0.00	1/1/2024	12/31/2024
142	142-Total Operating Expenses - Transit	Dollars	0.00	1/1/2024	12/31/2024
143	143-Total Operating Expenses - Improvement	Dollars	0.00	1/1/2024	12/31/2024
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2024	12/31/2024
215	215-Buildings & Premises Occupied by District	Sq. Ft.	0.00	1/1/2024	12/31/2024
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total	829.00	1/1/2024	12/31/2024
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2024	12/31/2024
331	331-Number of Paid Firefighters - Full-Time	Total	0.00	1/1/2024	12/31/2024
332	332-Number of Paid Firefighters - Part-Time	Total	0.00	1/1/2024	12/31/2024
333	333-Number of Volunteer Firefighters	Total	0.00	1/1/2024	12/31/2024
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2024	12/31/2024
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2024	12/31/2024
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	0.00	1/1/2024	12/31/2024
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2024	12/31/2024
344	344-Time Spent by Event Organizer Volunteers	Hours	0.00	1/1/2024	12/31/2024
345	345-Time Spent by General Volunteers	Hours	2,400.00	1/1/2024	12/31/2024

348	348-Number of Board Members	Total	5.00	1/1/2024	12/31/2024
350	350-Number of Permanent Employees - Full-Time	Total	0.00	1/1/2024	12/31/2024
330	330 Number of Fermancia Employees Full Time	Total	0.00	1/1/2024	12/31/2024
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2024	12/31/2024
366	366-Total Payroll	Dollars	0.00	1/1/2024	12/31/2024
400	400-Number of Boats - Under 26'	Total	0.00	1/1/2024	12/31/2024
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL	0.00	1/1/2024	12/31/2024
414	414-Playground/parks (Area)	Acres	1.00	1/1/2024	12/31/2024
415	415-Number of Grandstands/Stadiums	Total	0.00	1/1/2024	12/31/2024
420	420-Vacant Land	Acres	0.00	1/1/2024	12/31/2024
450	450-Miles of Road Maintained	Miles	0.00	1/1/2024	12/31/2024
522	522-Number of Ponds, Lakes & Reservoirs	Total	1.00	1/1/2024	12/31/2024
523	523-Number of Pond, Lake &/or Reservoir Recreational Activities	-		1/1/2024	12/31/2024
550	550-Fire Department Area Served	Sq Miles	0.00	1/1/2024	12/31/2024
671	671-Number of Parks	Total	0.00	1/1/2024	12/31/2024
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
811	811-Number of Spillways	Total	0.00	1/1/2024	12/31/2024
900	900-Services Contracted out to Others	Dollars	1,249,100.00	1/1/2024	12/31/2024
924	924-Revenue from use of Swimming Pools	Dollars	0.00	1/1/2024	12/31/2024
925	925-Number of Swimming Pools	Total	1.00	1/1/2024	12/31/2024

945-Number of Sewage Taps	Total	0.00	1/1/2024	12/31/2024
946-Number of Water Mains or Connections	Total	0.00	1/1/2024	12/31/2024
947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
948-Water Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total	70.00	1/1/2024	12/31/2024
998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total	22.00	1/1/2024	12/31/2024
999-Prior Acts Coverage Under a Previous "Claims Made" Policy	Premium	0.00	1/1/2024	12/31/2024
	946-Number of Water Mains or Connections  947-Sewer and/or Sanitation Line Maintenance (budget)  948-Water Line Maintenance (budget)  997-Number of district sponsored Events/Fundraisers - No Alcohol Served  998-Number of District sponsored Events/Fundraisers - With Alcohol Served	946-Number of Water Mains or Connections  947-Sewer and/or Sanitation Line Maintenance (budget)  948-Water Line Maintenance (budget)  997-Number of district sponsored Events/Fundraisers - No Alcohol Served  998-Number of District sponsored Events/Fundraisers - With Alcohol Served  Total	946-Number of Water Mains or Connections  Total  0.00  947-Sewer and/or Sanitation Line Maintenance (budget)  Dollars  0.00  948-Water Line Maintenance (budget)  Dollars  0.00  997-Number of district sponsored Events/Fundraisers - No Alcohol Served  Total  70.00  998-Number of District sponsored Events/Fundraisers - With Alcohol Served  Total  22.00	946-Number of Water Mains or Connections  Total  0.00  1/1/2024  947-Sewer and/or Sanitation Line Maintenance (budget)  Dollars  0.00  1/1/2024  948-Water Line Maintenance (budget)  Dollars  0.00  1/1/2024  997-Number of district sponsored Events/Fundraisers - No Alcohol Served  Total  70.00  1/1/2024  998-Number of District sponsored Events/Fundraisers - With Alcohol Served  Total  22.00  1/1/2024

If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.



## **Property Schedule**

**Coverage Period**: 1/1/2024-EOD 12/31/2024

Named Member:

Leyden Rock Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$500.00

Location/Premise Address / Description		n/Premise Address / Description Construction Class Prot. Class		uation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.					
Location /	001-001	Unique#	PROP-	Framo	1	Replace	omant	Buildings:	\$1,750,366.00	\$4,502		\$	\$
Premise#	001-001		00112293	Frame	<u> </u>	Replace	ement	Bullaings:	\$1,750,366.00				
Clubhouse E	Building	Year Built:	2016	Term:	1/1/2024	4 to 12/31	/2024	Contents:	\$73,918.00				
17685 W. 83rd Drive		Sq. Feet:		County:	Jeffers on	Ded:	\$ 500.00	EDP: Business	\$ 0.00 \$ 0.00				
Arvada, CO 80007		# Stories		Flood Zone:	Zone			Inc: UG Pipes:	\$ 0.00				
NOC Equipment Breakdown Applies: No		Excess Qu No	uake Applies:	Excess Flood Appl	1			Otherwise Classified:	\$ 0.00				
				-1				1					
Location / Premise#	001-002	Unique#	PROP- 00112292	Fire Resistive	1	Replace	ement	Buildings:	\$ 0.00	\$ 17		\$	\$
3 HVAC Uni	its	Year Built:	2016	Term:	1/1/2024	024 to 12/31/2024		Contents:	\$ 0.00				
		- Built.			Jeffers			EDP:	\$ 0.00				
17685 W. 83	3rd Drive	Sq. Feet:		County:	on	Ded:	\$ 500.00	Business Inc:	\$ 0.00				
Arvada, CO	80007	# Stories		Flood Zone:	Zone AE			UG Pipes:	\$ 0.00				
NOC Equipment Breakdown Applies: Yes		Excess Qu No	ıake Applies:	Excess Flood Appl	ies: No	lo		Otherwise Classified:	\$3,693.00				
		<u>'</u>				•		1					
Location / Premise#	001-003	Unique#	PROP- 00112291	Not Assigned	1	Replace	ement	Buildings:	\$ 0.00	\$212		\$	\$
Mailbox Kios	box Kiosks Year 2016 Term:		Term:	1/1/2024	1/1/2024 to 12/31/2024		Contents:	\$ 0.00					
					Jeffers			EDP:	\$ 0.00				
17685 W. 83	17685 W. 83rd Drive Sq. Feet:			County:	on	Ded:	\$ 500.00	Business Inc:	\$ 0.00				
Arvada, CO	80007	# Stories		Flood Zone:	Zone AE			UG Pipes:	\$ 0.00				
NOC Equipment Breakdown Applies: No		Excess Qu No	uake Applies:	Excess Flood Appl	ies: No			Otherwise Classified:	\$45,518.00				



## **Property Schedule**

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Leyden Rock Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$500.00

Location/Premise Address / Description		Construction Class	Prot. Class	Valu	ation	Values		Property Contrib.	Quake Contrib.	Flood Contrib.		
Location / Premise#	001-004	Unique#	PROP- 00112290	Not Assigned	1	Replace	ement	Buildings:	\$ 0.00	\$530	\$	\$
4' Three Ra Column	il Fence w/	Year Built:	2016	Term:	1/1/2024	to 12/31	/2024	Contents:	\$ 0.00			•
17685 W. 8	3rd Drive	Sq. Feet:		County:	Jeffers on	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Arvada, CO 80007		# Stories		Flood Zone:	Zone AE			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No		Excess Qu No	lake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$113,802.00			
Location / Premise#	001-005	Unique#	PROP- 00112318	Not Assigned	1	Replace	ement	Buildings:	\$ 0.00	\$142	\$	\$
Boulder Wa Structures	ll and Drop	Year Built:	2016	Term:	1/1/2024	/1/2024 to 12/31/2024		Contents:	\$ 0.00			1
01.0010.00					Jeffers			EDP:	\$ 0.00			
17685 W. 8	3rd Drive	Sq. Feet:		County:	on	Ded:	\$ 500.00	Business Inc:	\$ 0.00			
Arvada, CO	80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No		Excess Qu No	ıake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$40,450.00			
Location / Premise#	001-006	Unique#	PROP- 00112295	Not Assigned	1	Replace	ement	Buildings:	\$ 0.00	\$2,602	\$	\$
Major Lands Shrubs	scape - Trees &	Year Built:	2016	Term:	1/1/2024	24 to 12/31/2024		Contents:	\$ 0.00			•
					Jeffers			EDP:	\$ 0.00			
17685 W. 8	3rd Drive	Sq. Feet:		County:	on	Ded:	\$ 500.00	Business Inc:	\$ 0.00			
Arvada, CO	80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No		Excess Qu No	iake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$741,854.00			



## **Property Schedule**

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Leyden Rock Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$500.00

Location/Premise Address / Description		Construction Class	Prot. Class	Valu	ation	Values		Property Contrib.	Quake Contrib.	Flood Contrib.		
Location / Premise#	001-007	Unique#	PROP- 00112316	Not Assigned	1	Replace	ement	Buildings:	\$ 0.00	\$292	\$	\$
Modular Block Wall		Year Built:	2016	Term:	1/1/2024	to 12/31	/2024	Contents:	\$ 0.00			•
17685 W. 8	3rd Drive	Sq. Feet:		County:	Jeffers on	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Arvada, CO 80007		# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No		Excess Qu No	iake Applies:	Excess Flood Appl	lies: No			Otherwise Classified:	\$83,344.00			
Location / Premise#	001-008	Unique#	PROP- 00112315	Masonry Noncombustible	1	Replace	ement	Buildings:	\$ 0.00	\$458	\$	\$
Monumenta District	ation Throughout	Year Built:	2016	Term:	1/1/2024	/1/2024 to 12/31/2024		Contents:	\$ 0.00			•
					Jeffers			EDP:	\$ 0.00			
17685 W. 8	3rd Drive	Sq. Feet:		County:	on	Ded:	\$ 500.00	Business Inc:	\$ 0.00			
Arvada, CO	80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
		Excess Qu No	iake Applies:	Excess Flood Appl	lies: No			Otherwise Classified:	\$130,547.00			
Location / Premise#	001-009	Unique#	PROP- 00112314	Not Assigned	1	Replace	ement	Buildings:	\$ 0.00	\$2,064	\$	\$
Concrete Pa	aths & Curbs : District	Year Built:	2016	Term:	1/1/2024	4 to 12/31/2024		Contents:	\$ 0.00			·
				_	Jeffers			EDP:	\$ 0.00			
17685 W. 8	3rd Drive	Sq. Feet:		County:	on	Ded:	\$ 500.00	Business Inc:	\$ 0.00			
Arvada, CO	80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No		Excess Qu No	iake Applies:	Excess Flood Appl	lies: No			Otherwise Classified:	\$588,548.00			



Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Leyden Rock Metropolitan District

Broker:

Highstreet TCW Risk Management

Loca	ation/Premise Addr	ress / Descripti	on	Construction Class	Prot. Class	Valu	uation	Values		Property Contrib.	Quake Contrib.	Flood Contrib.
Location / Premise#	001-010	Unique#	PROP- 00112299	Frame	1	Replace	ement	Buildings:	\$ 0.00	\$615	\$	\$
Pool Fixture	es & Furniture	Year Built:	2016	Term:	1/1/2024	to 12/31	/2024	Contents:	\$ 0.00			
17685 W. 8	3rd Drive	Sq. Feet:		County:	Jeffers on	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Arvada, CO	80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equip Breakdown	ment n Applies: Yes	Excess Qu No	ake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$175,321.61			
Location / Premise#	001-011	Unique#	PROP- 00112317	Not Assigned	1	Replace	ement	Buildings:	\$ 0.00	\$467	\$	\$
	& Pan Concrete	Year Built:	2016	Term:	1/1/2024	to 12/31	/2024	Contents:	\$ 0.00		1	
17685 W. 8	3rd Drive	Sq. Feet:		County:	Jeffers on	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Arvada, CO	80007	# Stories		Flood Zone:	Zone			UG Pipes:	\$ 0.00			
NOC Equip Breakdown	ment n Applies: No	Excess Qu No	ake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$133,215.00			
			222							<b>^-</b>		
Location / Premise#	001-012	Unique#	PROP- 00112298	Not Assigned	1	Replace	ement	Buildings:	\$ 0.00	\$591	\$	\$
6' Privacy F	ence w/ Column	Year Built:	2016	Term:	1/1/2024	to 12/31	/2024	Contents:	\$ 0.00			
17685 W. 8	3rd Drive	Sq. Feet:		County:	Jeffers on	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Arvada, CO	80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equip Breakdown	ment n Applies: No	Excess Qu No	ake Applies:	Excess Flood App				Otherwise Classified:	\$168,570.00			



Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Leyden Rock Metropolitan District

Broker:

Highstreet TCW Risk Management

Loc	ation/Premise Add	ress / Descript	ion	Construction Class	Prot. Class	Valu	uation	Values		Property Contrib.	Quake Contrib.	Flood Contrib.
Location / Premise#	001-013	Unique#	PROP- 00112297	Frame	1	Replace	ement	Buildings:	\$ 0.00	\$ 11	\$	\$
Pool Perime	eter Fence	Year Built:	2016	Term:	1/1/2024	4 to 12/31	/2024	Contents:	\$ 0.00			
17685 W. 8	3rd Drive	Sq. Feet:		County:	Jeffers on	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Arvada, CC	80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equip Breakdowr	oment n Applies: No	Excess Qu No	iake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$3,215.00			
Location / Premise#	001-014	Unique#	PROP- 00112289	Fire Resistive	1	Replace	ement	Buildings:	\$ 0.00	\$2,996	\$	\$
	ystem, Pumps, I Clocks	Year Built:	2016	Term:	1/1/2024	4 to 12/31	/2024	Contents:	\$ 0.00			
	. 0.00.00				Jeffers			EDP:	\$ 0.00			
17685 W. 8	3rd Drive	Sq. Feet:		County:	on	Ded:	\$ 500.00	Business Inc:	\$ 0.00			
Arvada, CC	80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equip Breakdowr	oment n Applies: Yes	Excess Qu No	ıake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$854,079.00			
Location / Premise#	001-015	Unique#	PROP- 00112296	Frame	1	Replace	ement	Buildings:	\$ 0.00	\$ 46	\$	\$
Pet Waste	Stations	Year Built:	2016	Term:	1/1/2024	4 to 12/31	/2024	Contents:	\$ 0.00			
					Jeffers			EDP:	\$ 0.00			
17685 W. 8	3rd Drive	Sq. Feet:		County:	on	Ded:	\$ 500.00	Business Inc:	\$ 0.00			
Arvada, CO	80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equip Breakdowr	oment n Applies: No	Excess Qu No	iake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$13,129.00			



Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Leyden Rock Metropolitan District

Broker:

Highstreet TCW Risk Management

Loca	ation/Premise Addi	ress / Descripti	ion	Construction Class	Prot. Class	Valu	uation	Values		Property Contrib.	Quake Contrib.	Flood Contrib.
Location / Premise#	002-001	Unique#	PROP- 00112294	Frame	1	Replace	ement	Buildings:	\$ 0.00	\$399	\$	\$
Landscapin with Edger	g: Trees & Turf	Year Built:	2018	Term:	1/1/2024	to 12/31	/2024	Contents:	\$ 0.00			
W. 82nd Av Way	enue & Yule	Sq. Feet:		County:	Jeffers on	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Arvada, CO	80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equip Breakdown	ment n Applies: No	Excess Qu No	iake Applies:	Excess Flood App	olies: No			Otherwise Classified:	\$113,864.00			
Location / Premise#	002-002	Unique#	PROP- 00112287	Fire Resistive	1	Replace	ement	Buildings:	\$ 0.00	\$141	\$	\$
Monument	Sign	Year Built:	2018	Term:	1/1/2024	to 12/31	/2024	Contents:	\$ 0.00			
					Jeffers			EDP:	\$ 0.00			
Yule Way &	W 82nd Ave,	Sq. Feet:		County:	on	Ded:	\$ 500.00	Business Inc:	\$ 0.00			
Arvada, CO	80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equip Breakdown	ment n Applies: No	Excess Qu No	ıake Applies:	Excess Flood App	olies: No			Otherwise Classified:	\$40,187.00			
Location / Premise#	002-003	Unique#	PROP- 00112288	Fire Resistive	1	Replace	ement	Buildings:	\$ 0.00	\$117	\$	\$
Stormwater at Water Qu	Outlet Structure ality Pond	Year Built:	2018	Term:	1/1/2024	to 12/31	/2024	Contents:	\$ 0.00			
W 82nd Av	enue & Yule				Jeffers			EDP:	\$ 0.00			
Way	Chac & Tule	Sq. Feet:		County:	on	Ded:	\$ 500.00	Business Inc:	\$ 0.00			
Arvada, CO	80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equip Breakdowr	ment n Applies: Yes	Excess Qu No	iake Applies:	Excess Flood App	olies: No			Otherwise Classified:	\$33,489.00			



Coverage Period: 1/1/2024-EOD 12/31/2024

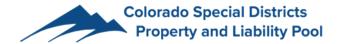
Named Member:

Leyden Rock Metropolitan District

Broker:

Highstreet TCW Risk Management

Loca	ation/Premise Add	ress / Descript	ion	Construction Class	Prot. Class	Valu	ation	Values		Property Contrib.	Quake Contrib.	Flood Contrib.
Location / Premise#	002-004	Unique#	PROP- 00112300	Frame	1	Replace	ement	Buildings:	\$ 0.00	\$ 26	\$	\$
Three-rail V	Vood Fencing	Year Built:	2018	Term:	1/1/202	4 to 12/31	/2024	Contents:	\$ 0.00			•
W. 82nd Av Way	enue & Yule	Sq. Feet:		County:	Jeffers on	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Arvada, CO	80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equip Breakdowr	oment n Applies: No	Excess Qu No	ake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$7,368.00			
Location / Premise#	003-001	Unique#	PROP- 00112301	Frame	5	Replace	ement	Buildings:	\$ 0.00	\$1,202	\$	\$
Trees & Irriç Tract B, Fili	gation System - ing No. 5	Year Built:	2018	Term:	1/1/202	4 to 12/31	/2024	Contents:	\$ 0.00			1
	ck Drive & W.	Sq. Feet:		County:	Eagle	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Avon, CO 8	30007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equip Breakdowr	oment n Applies: Yes	Excess Qu No	uake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$342,570.00			
	T	1	DDOD							<b>*</b>		
Location / Premise#	003-002	Unique#	PROP- 00112302	Frame	5	Replace	ement	Buildings:	\$ 0.00	\$ 69	\$	\$
Trees & Irriç Tract C, Fili	gation System - ing No. 5	Year Built:	2018	Term:	1/1/202	4 to 12/31	/2024	Contents:	\$ 0.00			
W. 87th Dri	ve & Yule Street	Sq. Feet:		County:	Eagle	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Avon, CO 8	30007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equip Breakdowr	oment n <b>Applies</b> : Yes	Excess Qu No	ıake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$19,773.00			



Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Leyden Rock Metropolitan District

Broker:

Highstreet TCW Risk Management

Location/Premise Add	ress / Descript	ion	Construction Class	Prot. Class	Val	uation	Values		Property Contrib.	Quake Contrib.	Flood Contrib.
Location / 003-003	Unique#	PROP-	Not Assigned	5	Replac	ement	Buildings:	\$ 0.00	\$ 74	9	\$
888 ft 4' High 3-Rail Fence - Tract F, Filing No. 5	Year Built:	00112303 2018	Term:		4 to 12/31		Contents:	\$ 0.00			
W. 85th Drive & Yucca Street	Sq. Feet:		County:	Eagle	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Avon, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu No	ıake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$20,995.00			
Location / Premise# 003-004	Unique#	PROP- 00112304	Frame	5	Replac	ement	Buildings:	\$ 0.00	\$185	\$	\$
Trees, Shrubs, Turf, Irrigation System, & 92 ft. 4' High 3-Rail Fence - Tract C, Filing No. 6	Year Built:	2018	Term:	1/1/202	4 to 12/31	/2024	Contents:	\$ 0.00			
W. 87th Drive & Antero Court	Sq. Feet:		County:	Eagle	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Avon, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Qu No	iake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$52,678.00			
	T										
Location / Premise# 003-005	Unique#	PROP- 00112305	Frame	5	Replac	ement	Buildings:	\$ 0.00	\$ 95	\$	\$
Trees, Shrubs, Turf, Irrigation System, & 413 ft. 4' High 3-Rail Fence - Tract D, Filing No. 6	Year Built:	2018	Term:	1/1/202	4 to 12/31	/2024	Contents:	\$ 0.00			
W. 87th Drive & Antero Court	Sq. Feet:		County:	Eagle	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			



Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Leyden Rock Metropolitan District

Broker:

Highstreet TCW Risk Management

Location/Premise Add	ess / Descript	ion	Construction Class	Prot. Class	Val	uation	Values		Property Contrib.	Quake Contrib.	Flood Contrib.
Avon, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Qu No	ıake Applies:	Excess Flood Ap	plies: No			Otherwise Classified:	\$27,085.00			
Location / Premise# 003-006	Unique#	PROP- 00112306	Frame	5	Replac	ement	Buildings:	\$ 0.00	\$383	\$	\$
Trees, Shrubs, Turf, Irrigation System, 661 ft. 4' High 3-Rail Fence - Tract I, Filing No. 6	Year Built:	2018	Term:	1/1/202	4 to 12/31	/2024	Contents:	\$ 0.00			
W. 87th Drive & Bross							EDP:	\$ 0.00			
Street	Sq. Feet:		County:	Eagle	Ded:	\$ 500.00	Business Inc:	\$ 0.00			
Avon, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Qu No	ıake Applies:	Excess Flood Ap	plies: No			Otherwise Classified:	\$109,077.00			
Location / Premise# 003-007	Unique#	PROP- 00112307	Frame	5	Replac	ement	Buildings:	\$ 0.00	\$226	\$	\$
Trees, Irrigation System, 169 ft 4' High 3-Rail Fence - Tract M, Filing No. 6	Year Built:	2018	Term:	1/1/202	4 to 12/31	/2024	Contents:	\$ 0.00			
W. 88th Drive & Gore Street	Sq. Feet:		County:	Eagle	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Avon, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Qu No	uake Applies:	Excess Flood Ap				Otherwise Classified:	\$64,478.00			
Location / Premise# 003-008	Unique#	PROP- 00112308	Frame	5	Replac	ement	Buildings:	\$ 0.00	\$ 76	\$	\$



Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Leyden Rock Metropolitan District

Broker:

Highstreet TCW Risk Management

Location/Premise Add	ress / Descript	ion	Construction Class	Prot. Class	Vali	uation	Values		Property Contrib.	Quake Contrib.	Flood Contrib.
Trees, Irrigation System, & 182 ft. 4' High 3-Rail Fence - Tract N, Filing No. 6	Year Built:	2018	Term:	1/1/2024	4 to 12/31	/2024	Contents:	\$ 0.00			
W. 88th Drive & Flattop Street	Sq. Feet:		County:	Eagle	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Avon, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Qu No	uake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$21,651.00			
Location / Premise# 003-009	Unique#	PROP- 00112309	Frame	5	Replace	ement	Buildings:	\$ 0.00	\$ 74		\$ 5
Trees, Irrigation System, 186 ft. 4' High 3-Rail Fence - Tract O, Filing No. 6	Year Built:	2018	Term:	1/1/2024	4 to 12/31	/2024	Contents:	\$ 0.00			'
							EDP:	\$ 0.00			
W. 88th Drive & Flagstaff Street	Sq. Feet:		County:	Eagle	Ded:	\$ 500.00	Business Inc:	\$ 0.00			
Avon, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Qu No	uake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$21,144.00			
Location / Premise# 003-010	Unique#	PROP- 00112310	Frame	5	Replace	ement	Buildings:	\$ 0.00	\$177		\$   3
Trees, Irrigation, 187 ft. 4' High Fence, Trash Receptacle, & Mail Kiosk - Tract P, Filing No. 6	Year Built:	2018	Term:	1/1/2024	4 to 12/31	/2024	Contents:	\$ 0.00			
W. 88th Drive & Eldora							EDP:	\$ 0.00			
Street	Sq. Feet:		County:	Eagle	Ded:	\$ 500.00	Business Inc:	\$ 0.00			
Avon, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Qu No	uake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$50,533.00			



Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Leyden Rock Metropolitan District

Broker:

Highstreet TCW Risk Management

Location/Pren	mise Addre	ess / Descripti	on	Construction Class	Prot. Class	Val	uation	Va	lues	Property Contrib.	Quake Contrib.	Flood Contrib.
Location / Premise# 003-01	11	Unique#	PROP- 00112311	Frame	5	Replac	ement	Buildings:	\$ 0.00	\$ 79	\$	\$
Trees, Irrigation Syste 185 ft. 4' High 3-Rail Tract Q, Filing No. 6	Fence -	Year Built:	2018	Term:	1/1/2024	4 to 12/31	/2024	Contents:	\$ 0.00			
W. 88th Drive & El Di Street	)iente	Sq. Feet:		County:	Eagle	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Avon, CO 80007		# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies	s: Yes	Excess Qu No	ake Applies:	Excess Flood Appli	es: No			Otherwise Classified:	\$22,418.00			
Location / Premise# 003-013	12	Unique#	PROP- 00112312	Frame	5	Replac	ement	Buildings:	\$ 0.00	\$175	\$	\$
Trees, Irrigation, 210 High Fence, Trash Receptacle, & Mail Ki Tract R, Filing No. 6		Year Built:	2018	Term:	1/1/2024	4 to 12/31	/2024	Contents:	\$ 0.00			
W. 88th Drive & Dunr Street	ıraven	Sq. Feet:		County:	Eagle	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Avon, CO 80007		# Stories		Flood Zone:	Zone X		l	UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies	s: Yes	Excess Qu No	ake Applies:	Excess Flood Appli	es: No			Otherwise Classified:	\$49,858.00			
				•								
Location / Premise# 003-01	13	Unique#	PROP- 00112313	Frame	5	Replac	ement	Buildings:	\$ 0.00	\$112	\$	\$
Trees, Shrubs, Irrigat System, 88 ft. 4' High Fence - Tract S, Filin	h 3-Rail	Year Built:	2018	Term:	1/1/2024	4 to 12/31	/2024	Contents:	\$ 0.00			•
W. 87th Drive & Bros Street	_	Sq. Feet:		County:	Eagle	Ded:	\$ 500.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			



Excess Flood Applies: No

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Leyden Rock Metropolitan District

Broker:

Highstreet TCW Risk Management

Classified:

Per Occurrence Deductible: \$500.00

Breakdown Applies: Yes

Location/Premis	e Address / Description	Construction Class	Prot. Class	Valuation	Va	lues	Property Contrib.	Quake Contrib.	Flood Contrib.
Avon, CO 80007	# Stories	Flood Zone:	Zone X		UG Pipes:	\$ 0.00			
NOC Equipment	Excess Quake Applies:	Exaco Flood Applied	v. No		Otherwise	¢22.021.00			

Totals:	Buildings:	\$1,750,366.00	\$19,155.00	\$0.00	\$0.00
	Contents:	\$73,918.00			
	EDP:	\$0.00			
	Business Inc:	\$0.00			
	UG Pipes:	\$0.00			
	Otherwise Classified:	\$4,124,474.61			

\$32,021.00

\$425 Minimum Property Contribution:

Page 12 of 12



Certificate Number CERT-008118

ADMINISTRATOR  Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539	CONFERS NO CERTIFICATE DO	TE IS ISSUED AS A MATTER OF IN RIGHTS UPON THE CERTIFI DES NOT AMEND, EXTEND OR A THE POLICIES BELOW.	CATE HOLDER. THIS
Portland, OR 97207-1539			
	COMPANIES AFF	ORDING COVERAGE	
NAMED MEMBER	COMPANY A:	Colorado Special Districts Property	and Liability Pool
Leyden Rock Metropolitan District c/o White, Bear, Ankele, Tanaka, & Waldron	COMPANY B:		
2154 E Commons Ave. Suite 2000 Centennial. CO 80122	COMPANY C:		
2.0. 2.0	COMPANY D:		
	COMPANY E:		
C	OVERAGES		-
THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HERE	IN HAVE BEEN ISS	UED TO THE NAMED MEMBER HE	REIN FOR THE

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	L	IMITS
	General Liability	24PL-61158- 3328	01/01/24	12/31/24	General Aggregate	Unlimited
Α	<ul> <li>☑ Commercial General Liability</li> <li>☑ Public Officials Liability</li> <li>☑ Employment Practices</li> <li>☑ Occurrence</li> </ul>	the monetary limi C.R.S. & 24-10-1 shall be a further to any one perso \$1,093,000 for ar single occurrence or more persons	laims, occurrences ts of the Colorado l 01, et.seq., as ame sublimit of (a) \$387 in in any single occur in injury to two or more; but in the event of in any single occur \$387,000 for each in the event of the sublimited in the event of the sublimited in any single occur in any single oc	Immunity Act, ended, apply, there 7,000 for an injury urrence; and (b) ore persons in any of an injury to two rence, the sublimit	Each Occurrence*	\$2,000,000
	Automobile Liability  Scheduled Autos  Hired Autos  Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage					
	Excess Liability  Other Than Umbrella Form				General Aggregate  Each Occurrence*	
A	Property	24PL-61158- 3328	01/01/24	12/31/24	See below if applicable	э.

CERTIFICATE HOLDER	CANCELLATION
Amerifirst Financial Inc, ISAOA 275 E Rivulon Blvd, Ste 300	SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.
Gilbert, AZ 85297	AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe  June 1987 1988 2023

### **Linked Property Items**

Code	Description	Address	Value
61158P14673	Clubhouse Building	17685 W. 83rd Drive	1,824,284.00
61158P14664	Pool Fixtures & Furniture	17685 W. 83rd Drive	175,321.61
61158P14663	Pool Deck & Pan Concrete	17685 W. 83rd Drive	133,215.00



Property and Liability Pool  CERTIFICATE OF COVERAGE  CERT.							CERT-008117	
ADMINISTRATOR Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
				COMPANI	ES AFFORDING C	OVERAGE		
	ED MEMBER den Rock Metropolitan District		<u> </u>	COMPANY		Special Districts Propert	y and Liability Pool	
	White, Bear, Ankele, Tanaka, & Waldron		-	COMPANY				
215	4 E Commons Ave, Suite 2000 Centennia	al, CO 80122	-	COMPANY				
			-					
				COMPANY				
COVE WITH DOCL	IS TO CERTIFY THAT COVERAGE DOO ERAGE PERIOD INDICATED. NOTWITH RESPECT TO WHICH THIS CERTIFICA JMENTS LISTED HEREIN IS SUBJECT	STANDING ANY RI ATE MAY BE ISSUE	HEREII EQUIRI ED OR I	EMENT, TE MAY PERT	EN ISSUED TO TH RM OR CONDITIO AIN, THE COVERA	N OF ANY CONTRACT GE AFFORDED BY TH	OR OTHER DOCUMENT E COVERAGE	
CO LTR	Type of Coverage	Coverage #	Effect	ive Date	Expiration Date	L	IMITS	
	General Liability	24PL-61158- 3328	01/01/	/24	12/31/24	General Aggregate	Unlimited	
Α	☑Commercial General Liability ☑Public Officials Liability ☑Employment Practices ☑Occurrence	*Except that for cl the monetary limit C.R.S. & 24-10-10 shall be a further st to any one person \$1,093,000 for an single occurrence or more persons is shall not exceed \$	s of the 01, et.se sublimit in any injury to the first t	Colorado li eq., as amei of (a) \$387 single occu o two or mo the event of ingle occurr	mmunity Act, nded, apply, there ,000 for an injury rrence; and (b) re persons in any f an injury to two ence, the sublimit	Each Occurrence*	\$2,000,000	
	Automobile Liability							
	☐Scheduled Autos							
	☐Hired Autos					Each Occurrence*		
	_							
	∐Non-Owned Autos							
	Auto Physical Damage							
	☐Scheduled Autos							
	☐ Hired Autos							
	Excess Liability					General		
	☐Other Than Umbrella Form					Aggregate		
						Each Occurrence*		
Α	Property ⊠	24PL-61158- 3328	01/01	/24	12/31/24	See below if applicable	Э.	
Descr	l iption:		<u> </u>		l	l		
Evide	nce of coverage only.							
CERT	TFICATE HOLDER			CANCELLA		/F DECODINED 001/FD	A OFO DE CANOFILED	
To	Whom It May Concern			SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.				
				AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe  Julie: INOVEMBER 28, 2023				

Code	Description	Address	Value
61158P14673	Clubhouse Building	17685 W. 83rd Drive	1,824,284.00
61158P14664	Pool Fixtures & Furniture	17685 W. 83rd Drive	175,321.61
61158P14663	Pool Deck & Pan Concrete	17685 W. 83rd Drive	133,215.00



Certificate Number CERT-008109

. roperty			. — '	J. JO	· _		CERT-008109		
ADMINISTRATOR Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
				COMPANI	ES AFFORDING C	OVERAGE			
	D MEMBER			COMPANY	A: Colorado	Special Districts Propert	y and Liability Pool		
	den Rock Metropolitan District			COMPANY	'B:				
	White, Bear, Ankele, Tanaka, & Waldron 4 E Commons Ave, Suite 2000 Centenni			COMPANY	′ C:				
210	+ E Commons 7 (ve, Cuite 2000 Contorni	ui, 00 00 122	Ī	COMPANY	' D:				
			Ī	COMPANY	′ F·				
			CC	OVERAGES					
COVE WITH DOCL	IS TO CERTIFY THAT COVERAGE DOO RAGE PERIOD INDICATED. NOTWITH RESPECT TO WHICH THIS CERTIFICA IMENTS LISTED HEREIN IS SUBJECT	ISTANDING ANY R ATE MAY BE ISSUI	HERE EQUIR ED OR	IN HAVE BE EMENT, TE MAY PERT	EN ISSUED TO TH RM OR CONDITIC AIN, THE COVERA	N OF ANY CONTRACT AGE AFFORDED BY TH	OR OTHER DOCUMENT E COVERAGE		
CO LTR	Type of Coverage	Coverage #	Effec	tive Date	Expiration Date	L	IMITS		
	General Liability	24PL-61158- 3328	01/01	/24	12/31/24	General Aggregate	Unlimited		
	⊠Commercial General Liability	*Except that for cl	laims. c	occurrences	or suits to which				
	•	the monetary limit	ts of the	e Colorado I	mmunity Act,				
	☑Public Officials Liability				nded, apply, there				
Α	⊠Employment Practices	shall be a further to any one persor				Each Occurrence*	\$2,000,000		
					re persons in any	Lacii Occurrence	φ2,000,000		
	⊠ Occurrence	single occurrence							
		or more persons in shall not exceed S			ence, the sublimit				
		Shall Hot exceed t	,007	o ioi caoii ii	пјагоа рогооп.				
	Automobile Liability								
	☐Scheduled Autos								
						Each Occurrence*			
	Hired Autos								
	□Non-Owned Autos								
	Auto Physical Damage								
	☐Scheduled Autos								
	☐ Hired Autos								
	☐ Hired Autos								
	Excess Liability					General			
	Other Than Umbrella Form					Aggregate			
						Each			
						Occurrence*			
Α	Property	24PL-61158-	01/01	1/24	12/31/24	See below if applicable	€.		
	$\boxtimes$	3328							
D	in the con-								
	iption. nce of coverage only. Property coverage rty coverage is subject to a \$500 deducti		laceme	nt Cost basi	s with full cost of re	placement up to the limit	scheduled.		
CERTIFICATE HOLDER				CANCELLA		E DESCRIPED COVER	AGES BE CANCELLED		
То	Whom It May Concern			BEFORE T	HE EXPIRATION [		CE WILL BE DELIVERED		
				AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe  Date: November 28, 2023					

### **Linked Property Items**

Code	Description	Address	Value
61158P14673	Clubhouse Building	17685 W. 83rd Drive	1,824,284.00
61158P14664	Pool Fixtures & Furniture	17685 W. 83rd Drive	175,321.61
61158P14663	Pool Deck & Pan Concrete	17685 W. 83rd Drive	133,215.00



Certificate Number CERT-004972

rioperty	and Elability Pool		-	0. 00	VEIGAGE		CERT-004972	
ADMINISTRATOR Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
. 01				COMPANI	ES AFFORDING C	OVERAGE		
	D MEMBER			COMPANY		Special Districts Propert	y and Liability Pool	
	den Rock Metropolitan District White, Bear, Ankele, Tanaka, & Waldron			COMPANY	' B:			
	4 E Commons Ave, Suite 2000 Centennia	al, CO 80122		COMPANY				
				COMPANY	′ D:			
				COMPANY	'E:			
				OVERAGES				
COVE WITH	IS TO CERTIFY THAT COVERAGE DOO RAGE PERIOD INDICATED. NOTWITH RESPECT TO WHICH THIS CERTIFICA JMENTS LISTED HEREIN IS SUBJECT	STANDING ANY R ATE MAY BE ISSUE	EQUIF ED OR	REMENT, TE R MAY PERT	RM OR CONDITION AIN, THE COVERA	N OF ANY CONTRACT AGE AFFORDED BY TH	OR OTHER DOCUMENT E COVERAGE	
CO LTR	Type of Coverage	Coverage #	Effec	ctive Date	Expiration Date	L	IMITS	
	General Liability	24PL-61158- 3328	01/0	1/24	12/31/24	General Aggregate	Unlimited	
	☑Commercial General Liability	*Except that for cl the monetary limit						
	☑Public Officials Liability				nded, apply, there			
Α	⊠Employment Practices	to any one persor	hall be a further sublimit of (a) \$387,000 for an injury any one person in any single occurrence; and (b) Each Occurrence* 1,093,000 for an injury to two or more persons in any				\$2,000,000	
	⊠Occurrence	single occurrence or more persons i shall not exceed \$	; but ir n any	n the event o	f an injury to two ence, the sublimit			
	Automobile Liability							
	☐Scheduled Autos							
	☐Hired Autos					Each Occurrence*		
	□Non-Owned Autos							
	Auto Physical Damage							
	☐Scheduled Autos							
	☐ Hired Autos							
	Li Tilled Adios							
	Excess Liability					General		
	Other Than Umbrella Form					Aggregate		
						Each Occurrence*		
	Property							
Descr	_				<u> </u>			
	nce of Coverage							
CERT	IFICATE HOLDER			CANCELL				
To	Whom It May Concern			SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.				
				AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe  Date: November 28, 2023				



Property a	and Liability Pool	ERTIFICA	י בו	OF CO	VERAGE		CERT-005236	
Cold c/o l PO	NISTRATOR orado Special Districts Property and Liabi McGriff Insurance Services, LLC Box 1539 land, OR 97207-1539	lity Pool		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
	,			COMPANI	ES AFFORDING C	OVERAGE		
	ED MEMBER den Rock Metropolitan District			COMPANY		Special Districts Propert	y and Liability Pool	
c/o \	White, Bear, Ankele, Tanaka, & Waldron			COMPANY				
215	4 E Commons Ave, Suite 2000 Centennia	ai, CO 80122		COMPANY				
				COMPANY	′ E:			
				OVERAGES				
COVE WITH	IS TO CERTIFY THAT COVERAGE DOO RAGE PERIOD INDICATED. NOTWITH RESPECT TO WHICH THIS CERTIFICA IMENTS LISTED HEREIN IS SUBJECT	STANDING ANY R ATE MAY BE ISSUE	EQUIF ED OR	REMENT, TE MAY PERT	RM OR CONDITION AIN, THE COVERA	ON OF ANY CONTRACT AGE AFFORDED BY TH	OR OTHER DOCUMENT E COVERAGE	
CO LTR	Type of Coverage	Coverage #	Effec	tive Date	Expiration Date	L	IMITS	
	General Liability	24PL-61158- 3328	01/01	1/24	12/31/24	General Aggregate	Unlimited	
	☑Commercial General Liability	*Except that for cl						
	☑Public Officials Liability	the monetary limit C.R.S. & 24-10-10	01, et.s	eq., as ame	nded, apply, there			
Α	⊠Employment Practices	shall be a further to any one persor				Each Occurrence*	\$2,000,000	
	⊠Occurrence	\$1,093,000 for an	injury	to two or mo	ore persons in any	Lacif Occurrence	ψ2,000,000	
	Occurrence		n any s	single occurr	ence, the sublimit			
		shall not exceed \$	387,0	00 for each i	njured person.			
	Automobile Liability							
	☐Scheduled Autos					Each Occurrence*		
	☐Hired Autos					Lucii Godanenec		
	□Non-Owned Autos							
	Auto Physical Damage							
	☐Scheduled Autos							
	☐ Hired Autos							
	Excess Liability					General Aggregate		
	Other Than Umbrella Form					Each		
						Occurrence*		
Α	Property	24PL-61158-	01/01/24		12/31/24	See below if applicable	Э.	
		3328						
Descr Evide	iption: nce of Coverage Only. Property coverage	e is valued at replac	ement	cost.				
CEDT	IFICATE HOLDER			CANCELL	ATION			
CERT	IFICATE HOLDER					/E DESCRIBED COVER	AGES BE CANCELLED	
AmeriSave Mortgage Corporation NMLS ID #1168				BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.				
	00 Baxter Street, Suite 450 arlotte, NC 28204			AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe  Jaie: November 28, 2023				
			-				*	

Code	Description	Address	Value
61158P14673	Clubhouse Building	17685 W. 83rd Drive	1,824,284.00



Property and Liability Pool  CERTIFICATE OF COVERAGE  CERTIFICATE OF COVERAGE							CERT-005523
Cold c/o PO	NISTRATOR  prado Special Districts Property and Liabi McGriff Insurance Services, LLC Box 1539		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
Port	land, OR 97207-1539			COMPANI	ES AFFORDING C	OVERAGE	
	ED MEMBER			COMPANY		Special Districts Propert	y and Liability Pool
	den Rock Metropolitan District White, Bear, Ankele, Tanaka, & Waldron			COMPANY			
	4 E Commons Ave, Suite 2000 Centennia	al, CO 80122		COMPANY			
				COMPANY			
				COMPANY			
COVE WITH	IS TO CERTIFY THAT COVERAGE DOC RAGE PERIOD INDICATED. NOTWITH RESPECT TO WHICH THIS CERTIFICA JMENTS LISTED HEREIN IS SUBJECT	STANDING ANY RI ATE MAY BE ISSUE	HERE EQUIF ED OR	REMENT, TE MAY PERT	EN ISSUED TO THE RM OR CONDITIC AIN, THE COVERA	ON OF ANY CONTRACT AGE AFFORDED BY TH	OR OTHER DOCUMENT E COVERAGE
CO LTR	Type of Coverage	Coverage #	Effec	tive Date	Expiration Date	L	IMITS
	General Liability	24PL-61158- 3328	01/01	1/24	12/31/24	General Aggregate	Unlimited
Α	☑Commercial General Liability ☑Public Officials Liability ☑Employment Practices ☑Occurrence	*Except that for cl the monetary limit C.R.S. & 24-10-10 shall be a further st to any one person \$1,093,000 for an single occurrence or more persons in shall not exceed \$	s of the  11, et.s  sublim  in any  injury  but in  n any	e Colorado I seq., as ame it of (a) \$387 / single occu to two or mo the event of single occurr	mmunity Act, nded, apply, there ,000 for an injury irrence; and (b) ore persons in any f an injury to two pence, the sublimit	Each Occurrence*	\$2,000,000
	Automobile Liability						
	☐Scheduled Autos						
	☐Hired Autos					Each Occurrence*	
	□Non-Owned Autos						
	Auto Physical Damage						
	☐Scheduled Autos						
	☐ Hired Autos						
	Excess Liability					General Aggregate	
	☐Other Than Umbrella Form						
						Each Occurrence*	
Α	Property	24PL-61158- 3328	01/01/24		12/31/24	See below if applicable	Э.
Descr Evide	iption: nce of Coverage Only.						
CERT	IFICATE HOLDER			CANCELL	ATION		
Pentagon Federal Credit Union Its Successors and or assigns, ATIMA				SHOULD A BEFORE T	NY OF THE ABOV THE EXPIRATION [		AGES BE CANCELLED CE WILL BE DELIVERED ROVISIONS.
	O. Box 2489 oux City, IA 51106			AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe  Jaie: November 28, 2023			

Code	Description	Address	Value
61158P14673	Clubhouse Building	17685 W. 83rd Drive	1,824,284.00
61158P14663	Pool Deck & Pan Concrete	17685 W. 83rd Drive	133,215.00



Property and Liability Pool  CERTIFICATE OF COVERAGE							CERT-007036	
ADMINISTRATOR  Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
				COMPANI	ES AFFORDING C	OVERAGE		
	ED MEMBER den Rock Metropolitan District			COMPANY		Special Districts Propert	y and Liability Pool	
	White, Bear, Ankele, Tanaka, & Waldron			COMPANY				
215	4 E Commons Ave, Suite 2000 Centennia	al, CO 80122		COMPANY C:  COMPANY D:				
				COMPANY				
COVE WITH DOCL	IS TO CERTIFY THAT COVERAGE DOO ERAGE PERIOD INDICATED. NOTWITH RESPECT TO WHICH THIS CERTIFICA JMENTS LISTED HEREIN IS SUBJECT	STANDING ANY RI ATE MAY BE ISSUE	HERE EQUIF ED OR	REMENT, TE MAY PERT	EN ISSUED TO THE RM OR CONDITION AIN, THE COVERA	N OF ANY CONTRACT GE AFFORDED BY TH	OR OTHER DOCUMENT E COVERAGE	
CO LTR	Type of Coverage	Coverage #	Effec	tive Date	Expiration Date	L	IMITS	
	General Liability	24PL-61158- 3328	01/01	1/24	12/31/24	General Aggregate	Unlimited	
Α	☑Commercial General Liability ☑Public Officials Liability ☑Employment Practices ☑Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.			mmunity Act, nded, apply, there ,000 for an injury rrence; and (b) are persons in any f an injury to two ence, the sublimit	Each Occurrence*	\$2,000,000	
	Automobile Liability							
	☐Scheduled Autos							
	☐Hired Autos					Each Occurrence*		
	_							
	∐Non-Owned Autos							
	Auto Physical Damage							
	☐Scheduled Autos							
	☐ Hired Autos							
	Excess Liability					General		
	☐Other Than Umbrella Form					Aggregate		
						Each Occurrence*		
Α	Property	24PL-61158- 3328	01/01/24		12/31/24	See below if applicable.		
Descr	iption:	<u> </u>	· · · · · ·		<u> </u>	<u> </u>		
Evide	nce of Coverage Only.							
CERTIFICATE HOLDER				CANCELLATION				
PenFed Credit Union 2930 Eisenhower Ave. Alexandria, VA 22314				SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.				
				AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe  Date: November 28, 2023				

Code	Description	Address	Value
61158P14673	Clubhouse Building	17685 W. 83rd Drive	1,824,284.00
61158P14663	Pool Deck & Pan Concrete	17685 W. 83rd Drive	133,215.00



Property and Liability Pool  CERTIFICATE OF COVERAGE						CERT-007734			
ADMINISTRATOR Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
					ES AFFORDING C				
	ED MEMBER den Rock Metropolitan District			COMPANY		Special Districts Property	y and Liability Pool		
c/o	White, Bear, Ankele, Tanaka, & Waldron			COMPANY					
215	4 E Commons Ave, Suite 2000 Centennia	al, CO 80122		COMPANY C:  COMPANY D:					
				COMPANY					
			CC	OVERAGES					
COVE WITH DOCL	IS TO CERTIFY THAT COVERAGE DOC ERAGE PERIOD INDICATED. NOTWITH RESPECT TO WHICH THIS CERTIFICA JMENTS LISTED HEREIN IS SUBJECT	STANDING ANY R ATE MAY BE ISSUI	HERE EQUIR ED OR	IN HAVE BE REMENT, TE MAY PERT	EN ISSUED TO THE RM OR CONDITIC AIN, THE COVERA	N OF ANY CONTRACT AGE AFFORDED BY THE	OR OTHER DOCUMENT E COVERAGE		
CO LTR	Type of Coverage	Coverage #	Effec	tive Date	Expiration Date	L	IMITS		
	General Liability	24PL-61158- 3328	01/01	1/24	12/31/24	General Aggregate	Unlimited		
	⊠Commercial General Liability			occurrences or suits to which ne Colorado Immunity Act, seq., as amended, apply, there nit of (a) \$387,000 for an injury y single occurrence; and (b)  Each Occurrence*			40.000.00		
Α	☑Public Officials Liability ☑Employment Practices	shall be a further	sublimi						
	_ ' '	\$1,093,000 for an	injury	to two or mo	ore persons in any	Each Occurrence*	\$2,000,000		
	⊠Occurrence	or more persons i	n any s	n the event of an injury to two single occurrence, the sublimit 00 for each injured person.					
	Automobile Liability								
	Scheduled Autos					Each Occurrence*			
	☐Hired Autos	Autos							
	□Non-Owned Autos								
	Auto Physical Damage								
	☐Scheduled Autos								
	☐ Hired Autos								
	Excess Liability					General Aggregate			
	☐Other Than Umbrella Form					Each Occurrence*			
Α	Property	24PL-61158- 3328	01/01/24		12/31/24	See below if applicable	).		
	ription: nce of coverage only. Property coverage	is written on a Repl	aceme	ent Cost basi	s with full cost of re	placement up to the limit	scheduled.		
CERTIFICATE HOLDER C					CANCELLATION				
Ed Herpel				SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.					
				AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe    Jaile:   November 28, 2023					

Code	Description	Address	Value
61158P14673	Clubhouse Building	17685 W. 83rd Drive	1,824,284.00
61158P14664	61158P14664 Pool Fixtures & Furniture		175,321.61
61158P14661	Pool Perimeter Fence	17685 W. 83rd Drive	3,215.00
61158P14663	Pool Deck & Pan Concrete	17685 W. 83rd Drive	133,215.00
61158P14671	Mailbox Kiosks	17685 W. 83rd Drive	45,518.00



Certificate Number CFRT-010066

roporty			`		· - : V : O L		CERT-010066	
ADMINISTRATOR Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
				COMPANIE	S AFFORDING C	OVERAGE		
	D MEMBER			COMPANY		Special Districts Propert	y and Liability Pool	
	den Rock Metropolitan District		Ī	COMPANY	B:			
	White, Bear, Ankele, Tanaka, & Waldron 4 E Commons Ave, Suite 2000 Centennia	al CO 80122	Ī	COMPANY	C:			
	TE Germinene / tve, Guite 2000 Germanii	ai, 00 00 122		COMPANY	D:			
				COMPANY	E:			
			CC	OVERAGES	i			
COVE WITH DOCL	IS TO CERTIFY THAT COVERAGE DOC RAGE PERIOD INDICATED. NOTWITH RESPECT TO WHICH THIS CERTIFICA IMENTS LISTED HEREIN IS SUBJECT	STANDING ANY R ATE MAY BE ISSUE	EQUIR ED OR	REMENT, TE MAY PERTA	RM OR CONDITION AIN, THE COVERA	N OF ANY CONTRACT GE AFFORDED BY TH	OR OTHER DOCUMENT E COVERAGE	
CO LTR	Type of Coverage	Coverage #	Effec	tive Date	Expiration Date	L	IMITS	
	General Liability	24PL-61158- 3328	01/01	1/24	12/31/24	General Aggregate	Unlimited	
	⊠Commercial General Liability	*Except that for cl	aims, c	occurrences	or suits to which			
	☑Public Officials Liability	the monetary limit C.R.S. & 24-10-10	ts of the 01, et.s	e Colorado Ir seq., as amer	nmunity Act, nded, apply, there			
Α	⊠Employment Practices	shall be a further to any one persor				Each Occurrence*	\$2,000,000	
		\$1,093,000 for an	injury	to two or mo	re persons in any	Each Occurrence	\$2,000,000	
	Occurrence	single occurrence						
		or more persons i shall not exceed \$						
	Automobile Liability							
	_							
	☐Scheduled Autos					Each Occurrence*		
	☐Hired Autos							
	☐Non-Owned Autos							
	Auto Physical Damage							
	☐Scheduled Autos							
	☐ Hired Autos							
	☐ Hiled Autos							
	Excess Liability					General		
	Other Than Umbrella Form					Aggregate		
						Each Occurrence*		
	Proporty		-			Occurrence		
	Property							
	Ш							
The C	Description: The City of Arvada is listed as an additional covered member under General Liability with respect to the July 4th Party held on July 4th, 2023 as							
	required under written contract. Only those liabilities covered by the Pool's coverage document for the Member District shall apply, subject to the provisions and limitations contained in the Colorado Governmental Immunity Act C.R.S. 24-10-101, as amended.							
CERT	IFICATE HOLDER			CANCELLA	ATION			
							AGES BE CANCELLED	
The City of Arvada				BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.				
	sk Management 01 Ralston Road		}					
	8101 Ralston Road Arvada, CO 80002				AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe			
					Date: November 28, 2023			