

LEYDEN ROCK METROPOLITAN DISTRICT

REGULAR MEETING

via teleconference

Tuesday, June 20, 2023 at 6:00 P.M.

<https://leydenrocklife.com/>

Brett Vernon, President	Term to May 2027
Scott J. Plummer, Secretary	Term to May 2027
Jeff Cunningham, Treasurer	Term to May 2025
Christian 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=MVBaYlFOUjltQWQzMlFwQzMEFNWUtrbFUwQT09>

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. Ratification of Requisition No. 5 Related to the District’s General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 2021 (**enclosure**)
 - b. Ratification of Requisition No. 7 Related to the District’s General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 2021 (**enclosure**)
 - c. Approval of Minutes from May 16, 2023 Regular Meeting (**enclosure**)
 - d. Approval of 2022 Annual Report (**enclosure**)
 - e. Approval of Contract with Rock Solid Services, LLC for July 4, 2023 event (**enclosure**)
 - f. Approval of Contract with Sherri MacLean for July 4, 2023 event (**enclosure**)
 - g. Approval of Contract with Neslen Enterprises for Movie Night (**enclosure**)
6. Financial Matters
 - a. Consider Approval of Payables/Financials (**enclosure**)
 - b. Other Financial Matters

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.

7. District Management Matters
 - a. District Manager's Report
 - b. Consider Approval of Pool and Clubhouse Use Policy (**enclosure**)
 - i. Discussion Regarding Pool Hours
 - ii. Discussion Regarding Large Inflatables in Pool
 - c. Consider Approval of Amended and Restated Residential Improvement Guidelines and Site Restrictions (**enclosure**)
 - d. Consider Approval of Third Amended and Restated Resolution Concerning the Imposition of an Operations Fee (**enclosure**)
 - e. Consider Approval of Proposal for Master Pool Sod Repair (**enclosure**)
 - f. Consider Approval of Keesen Landscape Proposal #95709 Antero Court & W 83rd Path Drainage Correction (**enclosure**)
 - g. Consider Approval of Keesen Landscape Proposal #95700 Vista Location Restore Landscape and Trail (Near 17512/17492 W 83rd Pl) (**enclosure**)
 - h. Consider Approval of Keesen Landscape Proposal #95767 2023 Drain Pan Cleaning (**enclosure**)
 - i. Consider Approval of Peak One Proposal #4739 Replacing Lights to LED (**enclosure**)
 - j. Consider Approval of Mile High Pools Request for Swim Lessons Time Expansion (**enclosure**)
 - k. Consider Approval of Proposal for Drainage Repairs on W 85th Bluff and Leyden Rock Dr (**enclosure**)
 - l. Consider Approval of Proposal for Jefferson Parkway Trail Repairs (**enclosure**)
 - m. Consider Approval of Resident Reimbursement (**enclosure**)
 - n. Other Management Matters
8. Director's Matters
 - a. Discussion Regarding Sidewalk Boarding Leyden Rock Drive
 - b. Other Director's Matters
9. Capital Projects Discussion
 - a. Discuss and Consider Public Bidding Process for Ore Carts
 - b. Other Capital Projects Matters
10. Legal Matters
 - a. 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 Residential Improvement Guidelines 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 Residential Improvement Guidelines.
12. Other Business
13. Adjourn

2023 Regular Meetings

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

EXHIBIT B
TO
INDENTURE OF TRUST
(Form of Project Fund Requisition)

Requisition No. 5

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 \$8,347.49.

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 21st day of February, 2023.

District Representative

**Leyden Rock Metro District
Requisition Summary**

Bond Requisition Number	Invoice number	Vendor Name	Date	Invoice Amount
Requisition No. 1		RRCEA, LLC		\$ 2,641,085.68
Requisition No. 1 Total				2,641,085.68
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		Adjustment to Actual		(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
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
<i>Requisition No. 5</i>	<i>7474</i>	<i>The Architerra Group, Inc</i>	<i>2/7/2023</i>	<i>3,120.00</i>
<i>Requisition No. 5</i>	<i>BRO 211132</i>	<i>Keesen Landscape</i>	<i>1/1/2023</i>	<i>5,127.49</i>
<i>Requisition No. 5</i>		<i>Req. No. 2 Adjustment to Actual</i>		<i>100.00</i>
Requisition No. 5 Total				8,347.49
Total Requisitioned				\$ 3,059,448.01



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

INVOICE #	7474
DATE	2/7/2023
DUE DATE	3/9/2023
P.O. #	

BILL TO:

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

PROJECT 2107/Leyden Rock Community Improvements

DESCRIPTION	TOTAL
<p>DESCRIPTION: Prepared entry monument conceptual plans and graphics; coordination with Ben, Katie and Megan; preparation of process recommendations and misc. coordination.</p> <p>LABOR: M Taylor - 4 hrs @ \$150/hr L Dominguez - 12 hrs @ \$110/hr M Talerico - 16 hrs @ \$75/hr</p>	<p>600.00 1,320.00 1,200.00</p>
	<u>\$3,120.00</u>

Contract Amount	Contract Remaining	Percent Complete
\$80,270.00	\$30,630.25	62%

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



3355 South Umatilla Street
Englewood, CO 80110

Phone: 303.761.0444
Fax: 303.761.3466
service@keesenlandscape.com

INVOICE BRO 211132
INVOICE DATE 01/26/2023

BILL TO
Leyden Rock Metropolitan District
c/o CCMC
10700 Prairie Lakes Drive
Eden Prairie, MN 55344-3858

Phone:

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

INVOICE	TERMS	ACCOUNT OWNER
01/26/2023	Net 30	Angie Sherman
DESCRIPTION		PRICE
<p>Inclusions:</p> <p>Price includes all labor and material for the installation of (3) Yagi antennas.</p> <ol style="list-style-type: none"> # 15 will be installed on the roof at clubhouse mounted at the chimney . # 17 will be mounted on a galvanize pole next to the irrigation controller. # 26 will be mounted on a galvanize pole next to the irrigation controller. <p>Exclusions:</p> <p>Price excludes Certified Electrician. Does not include repairs. Leyden Rock will be made aware of any additional repair costs prior to proceeding</p> <p><i>WeatherTrak antenna installation</i></p>		<p>\$5,127.49</p> <p>\$5,127.49</p>
Sales Tax (.00%)		\$0.00
Thank you for your business!		
INVOICE GRAND TOTAL		\$5,127.49

Please See Our
Updated Remittance
Information

Remit to Address:
Keesen Landscape Management Inc
PO Box 200297
Dallas, TX 75320-0297

ACH Account Information:
Bank Name: Wells Fargo Bank N.A.
Routing Number: 121000248
Account Number: 4945944635
Remittance Information:
AR@keesenlandscape.com

EXHIBIT B
TO
INDENTURE OF TRUST
(Form of Project Fund Requisition)

Requisition No. 7

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 \$84,504.79.

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 5th day of June, 2023.

District Representative

**Leyden Rock Metro District
Requisition Summary**

Bond Requisition Number	Invoice number	Vendor Name	Date	Invoice Amount	Date Paid
Requisition No. 1		RRCEA, LLC		\$ 2,641,085.68	
Requisition No. 1 Total				2,641,085.68	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		Adjustment to Actual		(100.00)	
Requisition No. 2 Total				237,457.05	1/6/2023
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	7224	The Architerra Group, Inc	04/06/2022	6,289.80	
Requisition No. 7 Total				84,504.79	
Total Requisitioned				\$ 3,151,451.55	



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

INVOICE #	7450
DATE	1/9/2023
DUE DATE	2/8/2023
P.O. #	

BILL TO:

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

PROJECT 2107/Lyeden Rock Community Improvements

DESCRIPTION	TOTAL
DESCRIPTION: Nov 2022 - Dec 2022 project coordination, discussion and meetings and misc. coordination.	
LABOR: L Dominguez - 12.25 hrs @ \$110/hr M Taylor - 1.75 hrs @ \$150/hr Labor Subtotal	1,347.50 262.50 1,610.00
CONSULTANTS Bailey Professional Solutions, LLC (inv LS-22-079)	10,750.00
	<u>\$12,360.00</u>

Contract Amount	Contract Remaining	Percent Complete
\$80,270.00	\$33,750.25	58%

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 #	7397
DATE	11/3/2022
DUE DATE	12/3/2022
P.O. #	

BILL TO:

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

PROJECT 2107/Leyden Rock Community Improvements

DESCRIPTION	TOTAL
<p>DESCRIPTION: September - October 2022: Prepared summaries of work to date. Coordinated with project team, attended check-in meetings, follow-up correspondence, and misc. coordination.</p> <p>LABOR: L Dominguez - 23.5 hrs @ \$110/hr M Taylor - 0.5 hrs @ \$150/hr</p>	<p>2,585.00 75.00</p>
	<u>\$2,660.00</u>

Contract Amount	Contract Remaining	Percent Complete
\$80,270.00	\$46,110.25	43%

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 #	7347
DATE	9/7/2022
DUE DATE	10/7/2022
P.O. #	

BILL TO:

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

PROJECT 2107/Leyden Rock Community Improvements

DESCRIPTION	TOTAL
DESCRIPTION: Distilled questionnaire data, prepared graphs and charts, prepared presentation for board meeting, prepared for and attended presentation for board meeting, developed entry monument diagrams and cost coordination with Megan, and misc. coordination.	
LABOR: K. Werning - 24 hrs @ \$60/hr L Dominguez - 40.75 hrs @ \$110/hr M Taylor - 5.75 hrs @ \$150/hr Labor Subtotal	1,440.00 4,482.50 862.50 6,785.00
EXPENSES: 44 miles @ \$.625/mile	27.50
	<u>\$6,812.50</u>

Contract Amount	Contract Remaining	Percent Complete
\$80,270.00	\$48,770.25	39%

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 #	7312
DATE	8/11/2022
DUE DATE	9/10/2022
P.O. #	

BILL TO:

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

PROJECT 2107/Leyden Rock Community Improvements

DESCRIPTION	TOTAL
DESCRIPTION: Monitor, close and complete survey responses. Disseminated survey information and misc. coordination.	
LABOR: L Dominguez - 16.25 hrs @ \$110/hr M Taylor - 2.5 hrs @ \$150/hr Labor Subtotal	1,787.50 375.00 2,162.50
EXPENSES: Supplies - public meeting SurveyMonkey - month of July Expenses Subtotal	85.60 99.00 184.60
	<u>\$2,347.10</u>

Contract Amount	Contract Remaining	Percent Complete
\$80,270.00	\$55,582.75	31%

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 #	7299
DATE	7/5/2022
DUE DATE	8/4/2022
P.O. #	

BILL TO:

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

PROJECT 2107/Leyden Rock Community Improvements

DESCRIPTION	TOTAL
<p>DESCRIPTION: Prepared online survey, modified per comments, prepared public meeting materials - boards, graphics, collateral, etc. Attended in-person public meetings, City coordination, and misc. coordination.</p>	
<p>LABOR: L Dominguez - 40 hrs @ \$110/hr M Taylor - 11.5 hrs @ \$150/hr Labor Subtotal</p>	<p>4,400.00 1,725.00 6,125.00</p>
<p>EXPENSES: 111 miles @ \$.585/mile 189 sq ft @ \$.75/sq ft Color Plotting - Plain Paper SurveyMonkey Foam Core Board Expenses Subtotal</p>	<p>64.94 141.75 99.00 172.39 478.08</p>
	<u>\$6,603.08</u>

Contract Amount	Contract Remaining	Percent Complete
\$80,270.00	\$57,929.85	28%

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 #	7279
DATE	6/6/2022
DUE DATE	7/6/2022
P.O. #	

BILL TO:

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

PROJECT 2107/Leyden Rock Community Improvements

DESCRIPTION	TOTAL
<p>DESCRIPTION: Prepared for and attended two virtual meetings with city staff. Prepared site inventory graphic and matrix. Prepared for and attended board meeting and misc. coordination.</p> <p>LABOR: M Taylor - 9 hrs @ \$150/hr L Dominguez - 34.25 hrs @ \$110/hr K Wyman - 15.75 hrs @ \$85/hr Labor Subtotal</p> <p>EXPENSES: 52 miles @ \$.585/mile 11 sq ft @ \$0.35/sq ft B/W Bond Plotting - Plain Paper 44 sq ft @ \$.75/sq ft Color Plotting - Plain Paper Expenses Subtotal</p>	<p>1,350.00 3,767.50 1,338.75 6,456.25</p> <p>30.42 3.85 33.00 67.27</p>
	<u>\$6,523.52</u>

Contract Amount	Contract Remaining	Percent Complete
\$80,270.00	\$64,532.93	20%

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 #	7254
DATE	5/4/2022
DUE DATE	6/3/2022
P.O. #	

BILL TO:

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

PROJECT 2107/Leyden Rock Community Improvements

DESCRIPTION	TOTAL
<p>DESCRIPTION: Prepared Leyden Rock property exhibits, prepared for and attended meeting with City, prepared for and attended phone conference with District Manager, and misc. coordination.</p> <p>LABOR: K Wyman - 7.75 hrs @ \$85/hr M Taylor - 3 hrs @ \$150/hr L Dominguez - 16.5 hrs @ \$110/hr</p>	<p>658.75 450.00 1,815.00</p>
	<u>\$2,923.75</u>

Contract Amount	Contract Remaining	Percent Complete
\$80,270.00	\$71,056.45	11%

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 #	7224
DATE	4/6/2022
DUE DATE	5/6/2022
P.O. #	

BILL TO:

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

PROJECT 2107/Leyden Rock Community Improvements

DESCRIPTION	TOTAL
<p>DESCRIPTION: Prepared for and attended board meeting, prepared for and attended city meeting, attended site visits, researched history of Leyden Rock and misc. coordination.</p>	
<p>LABOR: M Taylor - 12.25 hrs @ \$150/hr L Dominguez - 25.5 hrs @ \$110/hr K Wyman - 18.75 hrs @ \$85/hr Labor Subtotal</p>	<p>1,837.50 2,805.00 1,593.75 6,236.25</p>
<p>EXPENSES: 80 miles @ \$.585/mile 9 sq ft @ \$.75/sq ft Color Plotting - Plain Paper Expenses Subtotal</p>	<p>46.80 6.75 53.55</p>
	<u>\$6,289.80</u>

Contract Amount	Contract Remaining	Percent Complete
\$80,270.00	\$73,980.20	8%

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

For customer support, visit www.amazon.com/contact-us.**Invoice summary***Payment due by June 09, 2023*

Item subtotal before tax	\$ 169.44
Shipping & handling	\$ 0.00
Promos & discounts	\$ 0.00
Total before tax	\$ 169.44
Tax	\$ 0.00

Amount due **\$ 169.44 USD****Pay by****Electronic funds transfer (EFT/ACH/Wire)**

Account name Amazon Capital Services, Inc.
Bank name Wells Fargo Bank
ACH routing # (ABA) 121000248
Bank account # (DDA) 41630410113984630
SWIFT code (wire transfer) WFBIUS6S

Check

Amazon Capital Services
PO Box 035184
Seattle, WA 98124-5184

Account # A3MRHBLE5IUPIB**Payment terms** Net 30**Purchase date** 09-May-2023**Purchased by** Katie**Registered business name**

Leyden Rock Metropolitan District

Bill to

Leyden Rock Metropolitan District
17685 W. 83rd Drive
Arvada, CO 80007

Ship to

Ben Smith
17685 W 83RD DR
ARVADA, CO 80007-7370

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or

Email ar-businessinvoicing@amazon.com to submit your remittance detail.

Invoice details

Description	Qty	Unit price	Item subtotal before tax	Tax
1 Osmocote Fertilizer 15-9-12, Slow Release 3-4 Months, 50lbs. Bag ASIN: B0007LRP50 Sold by: A.M. Leonard, Inc Order # 111-5630346-0626650	1	\$169.44	\$169.44	0.000%

Total before tax \$169.44
Tax \$0.00

Amount due **\$169.44**

FAQs

How is tax calculated?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190

How are digital products and services taxed?

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

INVOICE #	7528
DATE	5/4/2023
DUE DATE	6/3/2023
P.O. #	

BILL TO:

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

PROJECT 2107/Leyden Rock Community Improvements

DESCRIPTION	TOTAL
DESCRIPTION: Finalized project improvements memo, attended site visit, coordination with Katie and misc. coordination.	
LABOR: M Taylor - 2.5 hrs @ \$150/hr L Dominguez - 21 hrs @ \$110/hr Labor Subtotal	375.00 2,310.00 2,685.00
EXPENSES: 80 miles @ \$.655/mile	52.40
	<u>\$2,737.40</u>

Contract Amount	Contract Remaining	Percent Complete
\$80,270.00	\$13,989.77	83%

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

Shelton Electrical Services LLC

19275 W 84th Place
Arvada, Colorado 80007 US
(303) 550-9275
sparkyshelton81@gmail.com



INVOICE

BILL TO
Katie Call
Leyden Rock Metropolitan District

INVOICE 1276
DATE 05/04/2023
TERMS Net 30
DUE DATE 06/03/2023

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Shade structure power and lighting	Demo existing power and lighting from wood shade structure. Reinstall power and lighting to new shade structures. Extend power and lightning circuits to new shade structure.	1	2,789.00	2,789.00
		20% final payment			
	Shade structure power and lighting	80% payment	1	11,156.00	11,156.00

BALANCE DUE

\$13,945.00



PlayWorks, Inc.

Athletic, Park, and Playground Equipment
 Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
 800-726-1816
 505-296-8900 (fax)

INSTALLATION INVOICE

INVOICE # 5/3/2023
 4950

INSTALLER

BEDROCK

BILL TO:

Community Association Management
 Accounts Payable
 7535 East Hampden Avenue
 Denver, CO 80231

(303) 390-1222

INSTALLATION SITE:

Community Association Management
 Leyden Rock
 Ben Smith
 17685 West 83rd Drive
 Arvada, CO 80007

(720) 545-6075

CUST. PO #	WORK ORDER #	TERMS	SALES REP	COUNTY	DUE DATE
1237.4900; 1291171	2976	NET 30	JRG	JEFFERSON	6/2/2023
ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL	
INSTALL-BEDROCK	EQUIPMENT DELIVERED AND INSTALLED BY BEDROCK SLINGERS SITE FURNISHINGS: INSTALLATION OF SURFACE MOUNT PICNIC TABLE (PBT238-P8)	4	268.82	1,075.28	

PAYMENT IN FULL is required by the TERMS set forth above. We retain full interest of Items purchased under this invoice until full payment has been received. Play Safely and PlayWell.

REMIT PAYMENT TO:
 PLAYWORKS, INC.
 203A STATE HIGHWAY 46 EAST
 BOERNE, TX 78006

TOTAL	\$1,075.28
PAYMENTS/CREDITS	\$0.00
BALANCE DUE	\$1,075.28



The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

INVOICE	
INVOICE # 29554	5/3/2023

BILL TO:
Community Association Management Accounts Payable 7535 East Hampden Avenue Denver, CO 80231 (303) 390-1222

SHIP TO:
Community Association Management Leyden Rock Ryan Clifford-Bedrock Slingers 690 Ventura Street Aurora, CO 80011 (719) 726-2150

CUST. PO #	SALES ORDER #	TERMS	SALES REP	COUNTY	DUE DATE
1237.4900; 1291...	21326	NET 30	JRG	JEFFERSON	6/2/2023
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC.PRICE	TOTAL
PBT238-P8	ULTRASITE SYSTEMS, INC. 8' EXTRA HEAVY DUTY TABLE WITH BOLT-THRU FRAME, PERFORATED POWDER COAT COLOR:SKY BLUE THERMOPLASTIC COATING:BLUE	4	1604.00	1,523.80	6,095.20
SHIP	SHIPPING & HANDLING	1	1423.39	1,423.39	1,423.39

<p>PAYMENT IN FULL is required by the TERMS set forth above. We retain full interest of Items purchased under this Invoice until full payment has been received. Play Safely and PlayWell.</p> <p>REMIT PAYMENT TO: THE PLAYWELL GROUP, INC. 203A STATE HIGHWAY 46 EAST BOERNE, TX 78006</p>	SUBTOTAL	\$7,518.59
	SALES TAX (0.0%)	\$0.00
	TOTAL	\$7,518.59
	PAYMENTS/CREDITS	\$0.00
	BALANCE DUE	\$7,518.59

Shelton Electrical Services LLC

19275 W 84th Place
Arvada, Colorado 80007 US
(303) 550-9275
sparkyshelton81@gmail.com



INVOICE

BILL TO
Katie Call
Leyden Rock Metropolitan District

INVOICE 1273
DATE 04/25/2023
TERMS Net 30
DUE DATE 05/25/2023

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Add 220 volt 50 amp circuit	Labor and material to run 2 - 220v 50 amp circuits for food truck outlets.	1	6,135.00	6,135.00

BALANCE DUE **\$6,135.00**



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

INVOICE #	7515
DATE	4/17/2023
DUE DATE	5/17/2023
P.O. #	

BILL TO:

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

PROJECT 2107/Leyden Rock Community Improvements

DESCRIPTION	TOTAL
<p>DESCRIPTION: Prepared conceptual monument plans, digital renders, and estimates of cost. Attended site visits to review improvement projects. Prepared draft project memorandum and misc. coordination.</p> <p>LABOR: L Dominguez - 35.25 hrs @ \$110/hr M Talerico - 29.75 hrs @ \$75/hr M Taylor - 1.25 hrs @ \$150/hr Labor Subtotal</p> <p>EXPENSES: 165 miles @ \$.655/mile</p>	<p style="text-align: right;">3,877.50 2,231.25 187.50 6,296.25</p> <p style="text-align: right;">108.08</p>
<u>\$6,404.33</u>	

Contract Amount	Contract Remaining	Percent Complete
\$80,270.00	\$16,727.17	79%

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

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, May 16, 2023 at 6:00 P.M. via
Teleconference

Attendance

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

Brett Vernon
Scott Plummer
Jeff Cunningham
Christian Ardita

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

Also present: Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Katie Call and Ben Smith, CCMC; Alex Fink, CliftonLarsonAllen, LLP, District Accountant; and members of the public.

Call to Order

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

**Conflict of Interest
Disclosures**

Ms. Murphy advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Murphy reported that disclosures for those directors with potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Ms. Murphy noted that a quorum was present and inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest 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 presented.

Public Comment None.

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

- Minutes from April 18, 2023 Regular Meeting; and
- Minutes from May 2, 2023 Special Meeting.

Financial Matters

Consider Approval of Payables/Financials Mr. Fink presented to the Board the financial statements, schedule of cash position from March 31, 2023, and claims in the amount of \$24,378.54. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the financial statements, schedule of cash position, and claims.

Other Financial Matters None.

District Management Matters

District Manager Report Mr. Smith engaged in discussion with the Board. Mr. Smith noted that management is focusing on the pool improvements before the pool's opening.

Discuss and Consider Approval of Pool Light Repair Proposal Mr. Smith presented to the Board the Proposal for Pool Light Repair in the amount of \$7,142. Following discussion, the Board requested another proposal and information regarding the number of bulbs in the area.

Discuss and Consider Approval of Amending the Clubhouse Rental Agreement Mr. Smith engaged in discussion with the Board. Mr. Smith noted he is working with Ms. Call, Director Vernon, and Director Ardita to amend the agreement to allow rental of the AV equipment.

Discuss and Consider Approval of Restoration of Trail/Vista Proposal Ms. Call presented to the Board a proposal from Keesen Landscape for Restoration of Trail/Vista in the amount of \$5,680. The Board deferred this matter.

Other Management Matters Mr. Smith engaged in discussion with the Board regarding vendors having a difficult time meeting minimum insurance requirements for auto insurance. Mr. Smith noted some of the vendors have umbrella insurance and have auto insurance in the amount of \$100,000. No action taken.

Director’s Matters

Other Director’s Matters None.

Capital Projects Discussion

Discuss Any Trail Updates Director Cunningham presented proposed trails for the Board’s consideration. Director Cunningham noted one of the trail connections has a very steep slope. Director Cunningham noted this was sent to Ms. Cooley and is awaiting a response.

Discuss the Addition of an Emergency Access Road off of Eldora Way Culdesac Mr. Smith engaged in discussion with the Board. Mr. Smith noted he has been in discussion with Chris at Republic Services and they are investigating an access road off of Eldora Way. Director Plummer recommended both north and south emergency access points. Director Vernon and Director Plummer to attend meeting with Republic Services about the issue.

Legal Matters

Other Legal Matters None.

Other Business

June 6, 2023 Meeting The Board engaged in discussion regarding the June 6, 2023 meeting.

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 21st day of June, 2023.

**LEYDEN ROCK METROPOLITAN DISTRICT
CITY OF ARVADA, STATE OF COLORADO**

ANNUAL REPORT FOR FISCAL YEAR 2022

Pursuant to §32-1-207(3)(c) Leyden Rock Metropolitan District (the “**District**”), the District is required to provide an annual report to the City of Arvada, Colorado (the “**Governing Jurisdiction**”) with regard to the following matters:

For the year ending December 31, 2022, the District makes the following report:

§32-1-207(3) Statutory Requirements

1. **Boundary changes made.** There were no boundary changes made or proposed to the District’s boundaries as of December 31, 2022.
2. **Intergovernmental Agreements entered into or terminated.** The District neither entered into nor proposed any Intergovernmental Agreements with other governmental entities as of December 31 of the prior year.
3. **Access information to obtain a copy of rules and regulations adopted by the board.** The District’s current Rules and Regulations are accessible on the District’s website at www.leydenrocklife.com.
4. **A summary of litigation involving public improvements owned by the District.** To our actual knowledge, based on review of the court records in Jefferson County, Colorado and the Public Access to Court Electronic Records (PACER) as of May 23, 2023, there is no litigation involving public improvements owned by the District as of December 31, 2022.
5. **Status of the construction of public improvements by the District.** The District did not construct any public improvements in 2022. The District did engage several contractors in 2022 to advise and consult on the construction of public improvement which are anticipated to be built in 2023 and 2024.
6. **A list of facilities or improvements constructed by the District that were conveyed or dedicated to the Governing Jurisdiction.** All Public Improvements for the project, as of December 31, 2022, have been constructed by RRCEA, LLC and Leyden Rock Development, Inc. (collectively, the “Developer”). The Developer has indicated that all of the public right-of-way and public utilities, including water and sewer, serving Filing Nos. 1-6 are complete and have received final acceptance by the City of Arvada.
7. **The final assessed valuation of the District as of December 31st of the reporting year.** The final assessed valuation of the District as of December 31, 2022 is attached hereto as **Exhibit A**.

8. **A copy of the current year's budget.** A copy of the 2023 Budget is attached hereto as **Exhibit B.**

9. **A copy of the audited financial statements, if required by the "Colorado Local Government Audit Law", part 6 of article 1 of title 29, or the application for exemption from audit, as applicable.** The 2021 audit for the District is attached hereto as **Exhibit C.** The 2022 audit is unavailable as of June 1, 2023 and will be submitted with the 2023 Annual Report.

10. **Notice of any uncured defaults existing for more than ninety (90) days under any debt instrument of the District.** To our actual knowledge, there were no events of any uncured default under any debt instrument for the year ending December 31, 2022.

11. **Any inability of the District to pay its obligations as they come due under any obligation which continues beyond a ninety (90) day period.** To our actual knowledge, the District has been able to pay its obligations as they come due.

Pursuant to the Service Plan for the Leyden Rock Metropolitan District Nos. 1-10 (collectively, the "Districts"), the Districts are required to provide an annual report to the City of Arvada (the "City") with regard to the matters below. Please note that Leyden Rock Metropolitan District Nos. 1-9 dissolved as of November 1, 2017, therefore, this report is with respect to the Leyden Rock Metropolitan District (f/k/a Leyden Rock Metropolitan District No. 10) (the "District") only.

To the best of our actual knowledge, for the year ending December 31, 2022, the District makes the following report:

- A. **Boundary changes made or proposed to the District's boundaries as of December 31 of the prior year.** There were no boundary changes made or proposed to the District's boundaries as of December 31, 2022.

- B. **Intergovernmental Agreements with other governmental entities either entered into or proposed as of December 31 of the prior year.** The District neither entered into nor proposed any Intergovernmental Agreements with other governmental entities as of December 31 of the prior year.

- C. **Access information to obtain a copy of the Rules and Regulations and copies of the District's Rules and Regulations, if any, as of December 31 of the prior year.** The District's current Rules and Regulations are accessible on the District's website at www.leydenrocklife.com. The District adopted a Pool and Clubhouse Use Policy (the "Policy") on April 8, 2019. The District amends the Policy from time to time and the latest version as of February 22, 2023 is attached hereto as **Exhibit D.**

- D. **A summary of any litigation which involves the District's Public Improvements as of December 31 of the prior year.** To our actual knowledge, based on a review of the court records in Jefferson County, Colorado and the Public Access to Court Electronic

Records (PACER) as of May 23, 2022 there is no litigation involving the District as of December 31, 2022.

- E. **Status of the District's construction of the Public Improvements as of December 31 of the prior year.** All Public Improvements for the project, as of December 31, 2022, have been constructed by RRCEA, LLC and Leyden Rock Development, Inc. (collectively, the "Developer"). The Developer has indicated that all of the public right-of-way and public utilities, including water and sewer, serving Filing Nos. 1-6 are complete and have received final acceptance by the City of Arvada.
- F. **A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.** All of the public improvements required in Filings 1-6 have been dedicated to and received final acceptance from the City of Arvada.
- G. **The assessed valuation of the District for the reporting year.** The final assessed valuation of the District as of December 31, 2022 is attached hereto as **Exhibit A**.
- H. **Current year budget including a description of the Public Improvements to be constructed in such year.** The 2023 Budget for the District is attached hereto as **Exhibit B**.
- I. **Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.** The 2021 audit for the District is attached hereto as **Exhibit C**. The 2022 audit is unavailable as of June 1, 2023 and will be submitted with the 2023 Annual Report.
- J. **Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.** To our actual knowledge, there were no events of default under any Debt instrument for the year ending December 31, 2022.
- K. **Any inability of the District to pay their obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.** To our actual knowledge, the District has been able to pay its obligations as they come due.

Exhibit A
Assessed Valuation



SCOT KERSGAARD

Assessor

December 5, 2022

LEYDEN ROCK METRO
WHITE BEAR ANKELE TANAKA & WALDORN
02154 E COMMONS AVE 2000
CENTENNIAL CO 80122

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

Code # 4561

CERTIFICATION OF VALUATION

The Jefferson County Assessor reports a taxable assessed valuation for your taxing entity for 2022 of:

\$58,480,554

The breakdown of the taxable valuation of your property is enclosed.

As further required by CRS 39-5-128(1), you are hereby notified to officially certify your levy to the Board of County Commissioners no later than December 15.

CRS 39-1-111(5) requires that this office transmit a notification by December 10 of any changes to valuation made after the original certification.

SCOT KERSGAARD
Jefferson County Assessor

enc

CERTIFICATION OF VALUATION BY JEFFERSON COUNTY ASSESSOR

New Tax Entity YES NO

Date: December 5, 2022

NAME OF TAX ENTITY: LEYDEN ROCK METRO

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2022:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	60,137,224
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	58,480,554
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	58,480,554
5. NEW CONSTRUCTION: *	5.	\$	0
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): ☐	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	502

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution

* New construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

☐ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2022:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	822,494,689
ADDITIONS TO TAXABLE REAL PROPERTY			
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
3. ANNEXATIONS/INCLUSIONS:	3.	\$	0
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$	0
9. DISCONNECTIONS/EXCLUSIONS:	9.	\$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10.	\$	0

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.

* Construction is defined as newly constructed taxable real property structures.

§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	826,958,043
---	----	----	-------------

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **		\$	0
--	--	----	---

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

Exhibit B
2023 Budget

LEYDEN ROCK METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2023

**LEYDEN ROCK METROPOLITAN DISTRICT
SUMMARY
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/25/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 6,569,546	\$ 7,945,419	\$ 7,996,443
REVENUE			
Property Tax	3,546,427	3,728,508	3,625,794
Specific Ownership Tax	271,488	250,088	253,806
Interest Income	3,806	19,650	165,750
Operations Fee	551,285	25,104	25,888
Rental Income	7,013	14,000	15,000
Other Revenue	37,246	41,114	43,610
Bond proceeds Series 2021	7,947,749	-	-
Bond premium Series 2021	45,840,000	-	-
Total revenue	<u>58,205,014</u>	<u>4,078,464</u>	<u>4,129,848</u>
TRANSFERS IN	<u>8,107,169</u>	<u>1,387,371</u>	<u>1,419,131</u>
Total funds available	<u>72,881,729</u>	<u>13,411,254</u>	<u>13,545,422</u>
EXPENDITURES			
General Fund	183,987	284,727	310,000
Debt Service Fund	55,278,550	2,352,226	2,300,000
Capital Projects Fund	-	-	7,485,000
Fee Operations Fund	1,366,604	1,390,487	1,481,744
Total expenditures	<u>56,829,141</u>	<u>4,027,440</u>	<u>11,576,744</u>
TRANSFERS OUT	<u>8,107,169</u>	<u>1,387,371</u>	<u>1,419,131</u>
Total expenditures and transfers out requiring appropriation	<u>64,936,310</u>	<u>5,414,811</u>	<u>12,995,875</u>
ENDING FUND BALANCES	<u>\$ 7,945,419</u>	<u>\$ 7,996,443</u>	<u>\$ 549,547</u>
GENERAL FUND EMERGENCY RESERVE	\$ 30,400	\$ 48,800	\$ 47,600
SPECIAL REVENUE EMERGENCY RESERVE	17,800	1,900	1,900
CAPITAL REPLACEMENT RESERVE	233,933	257,976	114,400
AVAILABLE FOR OPERATIONS	136,191	120,575	120,575
TOTAL RESERVE	<u>\$ 465,608</u>	<u>\$ 549,826</u>	<u>\$ 405,050</u>

No assurance provided. See summary of significant assumptions.

**LEYDEN ROCK METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/25/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
ASSESSED VALUATION			
Residential single family	\$ 57,360,689	\$ 58,795,724	\$ 57,156,090
Commercial	11,753	-	-
State assessed	1,277,464	20,684	30,041
Vacant land	39,559	203	-
Personal property	-	1,320,562	1,294,372
Other	51	51	51
Certified Assessed Value	<u>\$ 58,689,516</u>	<u>\$ 60,137,224</u>	<u>\$ 58,480,554</u>
MILL LEVY			
General	15.929	25.000	25.000
Debt Service	44.531	37.000	37.000
Total mill levy	<u>60.460</u>	<u>62.000</u>	<u>62.000</u>
PROPERTY TAXES			
General	\$ 934,865	\$ 1,503,431	\$ 1,462,014
Debt Service	2,613,503	2,225,077	2,163,780
Levied property taxes	<u>3,548,368</u>	<u>3,728,508</u>	<u>3,625,794</u>
Adjustments to actual/rounding	(1,941)	-	-
Budgeted property taxes	<u>\$ 3,546,427</u>	<u>\$ 3,728,508</u>	<u>\$ 3,625,794</u>
BUDGETED PROPERTY TAXES			
General	\$ 934,354	\$ 1,503,431	\$ 1,462,014
Debt Service	2,612,073	2,225,077	2,163,780
	<u>\$ 3,546,428</u>	<u>\$ 3,728,508</u>	<u>\$ 3,625,794</u>

No assurance provided. See summary of significant assumptions.

**LEYDEN ROCK METROPOLITAN DISTRICT
GENERAL FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/25/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 251,787	\$ 353,240	\$ 306,776
REVENUE			
Property Tax	934,354	1,503,431	1,462,014
Specific Ownership Tax	71,528	100,842	102,341
Interest income	379	1,500	10,000
Other revenue	4,179	19,861	10,000
Total revenue	<u>1,010,440</u>	<u>1,625,634</u>	<u>1,584,355</u>
Total funds available	<u>1,262,227</u>	<u>1,978,874</u>	<u>1,891,131</u>
EXPENDITURES			
General and administrative			
Accounting	34,308	50,000	50,000
Audit	5,900	6,600	7,000
County Treasurer's fee	14,018	22,551	21,930
Dues and licenses	1,238	534	2,000
Engineering	4,275	-	-
Insurance and bonds	28,394	29,772	31,500
Legal services	95,718	141,750	150,000
Miscellaneous	136	250	250
Election expense	-	33,270	40,000
Contingency	-	-	7,320
Total expenditures	<u>183,987</u>	<u>284,727</u>	<u>310,000</u>
TRANSFERS OUT			
Transfers to other fund	<u>725,000</u>	<u>1,387,371</u>	<u>1,419,131</u>
Total expenditures and transfers out requiring appropriation	<u>908,987</u>	<u>1,672,098</u>	<u>1,729,131</u>
ENDING FUND BALANCE	<u>\$ 353,240</u>	<u>\$ 306,776</u>	<u>\$ 162,000</u>
EMERGENCY RESERVE	\$ 30,400	\$ 48,800	\$ 47,600
CAPITAL REPLACEMENT RESERVE	233,933	257,976	114,400
AVAILABLE FOR OPERATIONS	88,907	-	-
TOTAL RESERVE	<u>\$ 353,240</u>	<u>\$ 306,776</u>	<u>\$ 162,000</u>

No assurance provided. See summary of significant assumptions.

**LEYDEN ROCK METROPOLITAN DISTRICT
FEE OPERATIONS FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/25/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 114,500	\$ 65,084	\$ 122,475
REVENUE			
Operations fee	551,285	25,104	25,888
Interest income	823	150	750
Other revenue	33,067	21,253	20,975
Rental income	7,013	14,000	15,000
Total revenue	<u>592,188</u>	<u>60,507</u>	<u>62,613</u>
TRANSFERS IN			
Transfers from other funds	<u>725,000</u>	<u>1,387,371</u>	<u>1,419,131</u>
Total funds available	<u>1,431,688</u>	<u>1,512,962</u>	<u>1,604,219</u>
EXPENDITURES			
General and administrative			
Administration costs	4,492	3,800	4,200
Contingency	1,957	2,800	4,000
Facilities management	305,720	346,337	367,104
Maintenance of District assets	2,900	4,500	4,500
Miscellaneous	5,955	10,300	2,978
Postage, printing, copies	592	2,200	500
Mileage	657	1,100	1,300
Office Equipment	1,858	2,400	2,400
Web Hosting	768	1,400	1,400
Landscape maintenance			
District clean-up	38,033	41,000	43,000
Irrigation repairs	22,244	33,000	36,000
Asphalt Sealing	1,550	-	-
Landscape maintenance	216,781	192,900	200,500
Landscape replacement	217,086	80,000	125,000
Lighting	5,735	6,300	6,500
Native weed control	-	70,000	73,000
Pest Control	12,300	4,500	10,000
Snow removal	50,790	52,000	55,000
Water & Soil Sampling	6,646	7,600	8,000
Utilities			
Utilities - gas and electric	18,846	19,000	20,000
Telephone/Wi-Fi/Cable	3,861	4,350	9,000
Utilities - trash removal	240,616	248,000	247,500
Utilities - water and sewer	29,654	29,750	30,000
Clubhouse Maintenance			
Clubhouse maintenance and supplies	11,758	9,000	12,700
Clubhouse housekeeping	24,192	28,000	28,000
Clubhouse keys and locks	1,046	750	1,200
Clubhouse Social Activities	44,000	58,000	63,000
Pool Maintenance			
Pool contract maintenance	86,082	94,000	103,962
Pool Repairs and Maintenance	350	19,000	6,000
Pool Supplies	10,135	18,500	15,000
Total expenditures	<u>1,366,604</u>	<u>1,390,487</u>	<u>1,481,744</u>
Total expenditures and transfers out requiring appropriation	<u>1,366,604</u>	<u>1,390,487</u>	<u>1,481,744</u>
ENDING FUND BALANCE	<u>\$ 65,084</u>	<u>\$ 122,475</u>	<u>\$ 122,475</u>
EMERGENCY RESERVE	\$ 17,800	\$ 1,900	\$ 1,900
AVAILABLE FOR OPERATIONS	47,284	120,575	120,575
TOTAL RESERVE	<u>\$ 65,084</u>	<u>\$ 122,475</u>	<u>\$ 122,475</u>

No assurance provided. See summary of significant assumptions.

**LEYDEN ROCK METROPOLITAN DISTRICT
DEBT SERVICE FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/25/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 6,203,259	\$ 144,730	\$ 169,827
REVENUE			
206320 Property Tax	2,612,073	2,225,077	2,163,780
206340 Specific Ownership Tax	199,960	149,246	151,465
206360 Interest income	2,408	3,000	7,000
206906 Bond proceeds Series 2021	7,947,749	-	-
206905 Bond premium Series 2021	45,840,000	-	-
Total revenue	<u>56,602,190</u>	<u>2,377,323</u>	<u>2,322,245</u>
Total funds available	<u>62,805,449</u>	<u>2,522,053</u>	<u>2,492,072</u>
EXPENDITURES			
Debt Service			
207825 Bond interest Series 2016A	852,778	-	-
207827 Bond interest - Series 2021A	199,209	1,777,850	1,751,100
207831 Bond principal - Series 2021A	1,220,000	535,000	500,000
207805 Bond refunding	52,200,874	-	-
207835 Bond issue costs	760,999	-	-
207890 Contingency	-	-	10,443
207200 County Treasurer's fee	39,190	33,376	32,457
207591 Paying agent fees	5,500	6,000	6,000
Total expenditures	<u>55,278,550</u>	<u>2,352,226</u>	<u>2,300,000</u>
TRANSFERS OUT			
207900 Transfers to other fund	<u>7,382,169</u>	-	-
Total expenditures and transfers out requiring appropriation	<u>62,660,719</u>	<u>2,352,226</u>	<u>2,300,000</u>
ENDING FUND BALANCE	<u>\$ 144,730</u>	<u>\$ 169,827</u>	<u>\$ 192,072</u>

No assurance provided. See summary of significant assumptions.

**LEYDEN ROCK METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/25/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ -	\$ 7,382,365	\$ 7,397,365
REVENUE			
Interest income	196	15,000	148,000
Other revenue	-	-	12,635
Total revenue	<u>196</u>	<u>15,000</u>	<u>160,635</u>
TRANSFERS IN			
Transfers from other funds	<u>7,382,169</u>	-	-
Total funds available	<u>7,382,365</u>	<u>7,397,365</u>	<u>7,558,000</u>
EXPENDITURES			
Contingency	-	-	12,635
Repay developer advance	-	-	2,641,085
Capital outlay	-	-	4,831,280
Total expenditures	<u>-</u>	<u>-</u>	<u>7,485,000</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>-</u>	<u>7,485,000</u>
ENDING FUND BALANCE	<u>\$ 7,382,365</u>	<u>\$ 7,397,365</u>	<u>\$ 73,000</u>

No assurance provided. See summary of significant assumptions.

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

Services Provided

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

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

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

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

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

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

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

Revenues

Property Taxes

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

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

Operations Fee

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

Specific Ownership Taxes

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

Interest Income

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

Expenditures

Administrative and Operating Expenditures

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

County Treasurer's Fee

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

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

Expenditures –(continued)

Debt Service

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

Debt and Leases

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

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

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

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

The District has no operating or capital leases.

Emergency Reserves

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

This information is an integral part of the accompanying budget.

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

\$45,840,000

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

Principal Payable December 1

3.00% - 5.00%

June 1 and December 1

Beginning December 1, 2021

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

No assurance provided. See summary of significant assumptions.

Exhibit C
2021 Audit

LEYDEN ROCK METROPOLITAN DISTRICT
Jefferson County, Colorado

FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION

YEAR ENDED DECEMBER 31, 2021

**LEYDEN ROCK METROPOLITAN DISTRICT
TABLE OF CONTENTS
YEAR ENDED DECEMBER 31, 2021**

INDEPENDENT AUDITOR'S REPORT	1
BASIC FINANCIAL STATEMENTS	
GOVERNMENT-WIDE FINANCIAL STATEMENTS	
STATEMENT OF NET POSITION	1
STATEMENT OF ACTIVITIES	2
FUND FINANCIAL STATEMENTS	
BALANCE SHEET – GOVERNMENTAL FUNDS	3
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES	4
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES	5
GENERAL FUND – STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL	6
SPECIAL REVENUE FUND – STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL	7
NOTES TO BASIC FINANCIAL STATEMENTS	8
SUPPLEMENTARY INFORMATION	
DEBT SERVICE FUND – SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL	28
CAPITAL PROJECTS FUND – SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL	29
OTHER INFORMATION	
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY	31
SCHEDULE OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED	32



Dazzio & Associates, PC

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Leyden Rock Metropolitan District
Jefferson County, Colorado

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Leyden Rock Metropolitan District (the District), as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District, as of December 31, 2021, and the respective changes in financial position and the respective budgetary comparisons for the General Fund and the Special Revenue Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

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

Required Supplementary Information

Management has omitted Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Supplementary Information, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Supplementary Information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

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

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

Dazio & Associates, P.C.

July 19, 2022

BASIC FINANCIAL STATEMENTS

**LEYDEN ROCK METROPOLITAN DISTRICT
STATEMENT OF NET POSITION
DECEMBER 31, 2021**

	Governmental Activities
ASSETS	
Cash and Investments	\$ 449,687
Cash and Investments - Restricted	7,577,329
Accounts Receivable	20,517
Property Taxes Receivable	3,728,508
Receivable from County Treasurer	16,925
Prepaid Expense	239
Prepaid Bond Insurance	221,902
Capital Assets, Net of Accumulated Depreciation	3,448,169
Total Assets	15,463,276
DEFERRED OUTFLOWS OF RESOURCES	
Cost of Refunding	794,625
Total Deferred Outflows of Resources	794,625
LIABILITIES	
Accounts Payable	102,270
Prepaid Assessments	17,008
Accrued Bond Interest Payable	148,154
Noncurrent Liabilities:	
Due Within One Year	535,000
Due in More than One Year	54,626,433
Total Liabilities	55,428,865
DEFERRED INFLOWS OF RESOURCES	
Property Tax Revenue	3,728,508
Total Deferred Inflows of Resources	3,728,508
NET POSITION	
Net Investment in Capital Assets	(932,229)
Restricted for:	
Emergency Reserves	48,200
Unrestricted	(42,015,443)
Total Net Position	\$ (42,899,472)

See accompanying Notes to Basic Financial Statements.

**LEYDEN ROCK METROPOLITAN DISTRICT
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2021**

		Program Revenues			Net Revenues (Expenses) and Change in Net Position
Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	
FUNCTIONS/PROGRAMS					
Primary Government:					
Governmental Activities:					
General Government	\$ 1,768,112	\$ 558,298	\$ -	\$ -	\$ (1,209,814)
Interest and Related Costs on Long-Term Debt	3,898,021	-	-	-	(3,898,021)
Total Governmental Activities	\$ 5,666,133	\$ 558,298	\$ -	\$ -	(5,107,835)
 GENERAL REVENUES					
Property Taxes					3,546,427
Specific Ownership Taxes					271,488
Net Investment Income					3,806
Other Revenue					37,246
Special Items:					
Forgiveness of Debt					5,159,836
Total General Revenues					9,018,803
 CHANGE IN NET POSITION					
					3,910,968
Net Position - Beginning of Year					(46,810,440)
 NET POSITION - END OF YEAR					
					\$ (42,899,472)

See accompanying Notes to Basic Financial Statements.

**LEYDEN ROCK METROPOLITAN DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2021**

	General	Special Revenue	Debt Service	Capital Projects	Total Governmental Funds
ASSETS					
Cash and Investments	\$ 327,772	\$ 121,915	\$ -	\$ -	\$ 449,687
Cash and Investments - Restricted	30,400	17,800	146,764	7,382,365	7,577,329
Accounts Receivable	-	20,517	-	-	20,517
Property Taxes Receivable	1,503,431	-	2,225,077	-	3,728,508
Receivable from County Treasurer	4,459	-	12,466	-	16,925
Prepaid Expense	-	239	-	-	239
Total Assets	<u>\$ 1,866,062</u>	<u>\$ 160,471</u>	<u>\$ 2,384,307</u>	<u>\$ 7,382,365</u>	<u>\$ 11,793,205</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
LIABILITIES					
Accounts Payable	\$ 9,391	\$ 23,474	\$ 14,500	\$ -	\$ 47,365
Prepaid Assessments	-	17,008	-	-	17,008
Accrued Expenses	-	54,905	-	-	54,905
Total Liabilities	<u>9,391</u>	<u>95,387</u>	<u>14,500</u>	<u>-</u>	<u>119,278</u>
DEFERRED INFLOWS OF RESOURCES					
Property Tax Revenue	1,503,431	-	2,225,077	-	3,728,508
Total Deferred Inflows of Resources	<u>1,503,431</u>	<u>-</u>	<u>2,225,077</u>	<u>-</u>	<u>3,728,508</u>
FUND BALANCES					
Nonspendable	-	239	-	-	239
Restricted for:					
Emergency Reserves	30,400	17,800	-	-	48,200
Debt Service	-	-	144,730	-	144,730
Capital Projects	-	-	-	7,382,365	7,382,365
Committed for:					
Operations Fees	-	47,045	-	-	47,045
Assigned for Subsequent Year	56,579	-	-	-	56,579
Unassigned	266,261	-	-	-	266,261
Total Fund Balances	<u>353,240</u>	<u>65,084</u>	<u>144,730</u>	<u>7,382,365</u>	<u>7,945,419</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 1,866,062</u>	<u>\$ 160,471</u>	<u>\$ 2,384,307</u>	<u>\$ 7,382,365</u>	

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources, and, therefore, are not reported as assets in the funds.

Capital Assets, Net of Accumulated Depreciation 3,448,169

Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not recorded as liabilities in the funds.

Deferred Costs of Refunding	794,625
Deferred Cost of Bond Insurance	221,902
Bonds Payable	(44,620,000)
Bond Premium	(7,900,348)
Accrued Interest on Bonds Payable	(148,154)
Developer Advance Payable	(2,641,085)
	<u> </u>

Net Position of Governmental Activities \$ (42,899,472)

See accompanying Notes to Basic Financial Statements.

**LEYDEN ROCK METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES –
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2021**

	General Fund	Special Revenue	Debt Service	Capital Projects	Total Governmental Funds
REVENUES					
Property Taxes	\$ 934,354	\$ -	\$ 2,612,073	\$ -	\$ 3,546,427
Specific Ownership Taxes	71,528	-	199,960	-	271,488
Net Investment Income	379	823	2,408	196	3,806
Other Revenue	4,179	33,067	-	-	37,246
Operations Fee	-	551,285	-	-	551,285
Rental Income	-	7,013	-	-	7,013
Total Revenues	<u>1,010,440</u>	<u>592,188</u>	<u>2,814,441</u>	<u>196</u>	<u>4,417,265</u>
EXPENDITURES					
General and Administration:					
Accounting	34,308	-	-	-	34,308
Audit	5,900	-	-	-	5,900
County Treasurer's Fee	14,018	-	39,190	-	53,208
Dues and Membership	1,238	-	-	-	1,238
Insurance	28,394	-	-	-	28,394
Legal	95,718	-	-	-	95,718
Miscellaneous	136	7,912	-	-	8,048
Administration Costs	-	4,492	-	-	4,492
Engineering	4,275	-	-	-	4,275
Facilities Management	-	305,720	-	-	305,720
Mileage	-	657	-	-	657
Maintenance of District Assets	-	2,900	-	-	2,900
Office Equipment	-	1,858	-	-	1,858
Postage, Printing, Copies	-	592	-	-	592
Web Hosting	-	768	-	-	768
Landscape Maintenance:					
Asphalt Sealing	-	1,550	-	-	1,550
Irrigation Repairs	-	22,244	-	-	22,244
Landscape Maintenance	-	216,781	-	-	216,781
Landscape Replacement	-	217,086	-	-	217,086
Lighting	-	5,735	-	-	5,735
Pest Control	-	12,300	-	-	12,300
Snow Removal	-	50,790	-	-	50,790
Water and Soil Sampling	-	6,646	-	-	6,646
District Clean-Up	-	38,033	-	-	38,033
Utilities:					
Gas and Electric	-	18,846	-	-	18,846
Telephone/WiFi/Cable	-	3,861	-	-	3,861
Trash Removal	-	240,616	-	-	240,616
Water and Sewer	-	29,654	-	-	29,654
Clubhouse Maintenance:					
Housekeeping	-	24,192	-	-	24,192
Keys and Locks	-	1,046	-	-	1,046
Maintenance and Supplies	-	11,758	-	-	11,758
Social Activities	-	44,000	-	-	44,000
Pool Maintenance:					
Contract Pool Maintenance	-	86,082	-	-	86,082
Repairs and Maintenance	-	350	-	-	350
Supplies	-	10,135	-	-	10,135
Debt Service:					
Bond Interest - Series 2016A	-	-	852,778	-	852,778
Bond Interest - Series 2021	-	-	199,209	-	199,209
Bond Principal - Series 2021	-	-	1,220,000	-	1,220,000
Bond Issue Costs	-	-	760,999	-	760,999
Paying Agent/Trustee Fees	-	-	5,500	-	5,500
Total Expenditures	<u>183,987</u>	<u>1,366,604</u>	<u>3,077,676</u>	<u>-</u>	<u>4,628,267</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	826,453	(774,416)	(263,235)	196	(211,002)
OTHER FINANCING SOURCES (USES)					
Bond Proceeds	-	-	45,840,000	-	45,840,000
Bond Premium	-	-	7,947,749	-	7,947,749
Bond Refunding	-	-	(52,200,874)	-	(52,200,874)
Transfer to (from) Other Funds	(725,000)	725,000	(7,382,169)	7,382,169	-
Total Other Financing Sources (Uses)	<u>(725,000)</u>	<u>725,000</u>	<u>(5,795,294)</u>	<u>7,382,169</u>	<u>1,586,875</u>
NET CHANGE IN FUND BALANCES	101,453	(49,416)	(6,058,529)	7,382,365	1,375,873
Fund Balances - Beginning of Year	251,787	114,500	6,203,259	-	6,569,546
FUND BALANCES - END OF YEAR	<u>\$ 353,240</u>	<u>\$ 65,084</u>	<u>\$ 144,730</u>	<u>\$ 7,382,365</u>	<u>\$ 7,945,419</u>

See accompanying Notes to Basic Financial Statements.

**LEYDEN ROCK METROPOLITAN DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2021**

Net Change in Fund Balances - Total Governmental Funds \$ 1,375,873

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. In the statement of activities, capital outlay is not reported as an expenditure. However, the statement of activities will report as depreciation expense the allocation of the cost of any depreciable asset over the estimated useful life of the asset.

Depreciation (217,521)

The issuance of long-term debt (e.g. bond issuance, developer advance) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Bond Principal Refunded - Series 2016A, 2016B, & 2017C	45,351,000
Bond Premium Refunded - Series 2016A, 2016B, & 2017C	502,428
Bond Issuance - 2021	(45,840,000)
Bond Premium - 2021	(7,947,749)
Deferred Costs of Bond Refunding - Series 2021	843,102
Deferred Cost of Bond Insurance - Series 2021	229,299
Forgiveness of Developer Advances	5,159,836
Bond Principal Payment - Series 2021	1,220,000

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Accrued Interest on Bonds - Change in Liability	3,543,917
Amortization of Bond Premium	47,401
Amortization of Costs of Refunding	(48,477)
Amortization of Costs of Bond Insurance	(7,397)
Accrued Interest on Developer Advance	(300,744)

Change in Net Position of Governmental Activities \$ 3,910,968

**LEYDEN ROCK METROPOLITAN DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Property Taxes	\$ 934,865	\$ 934,354	\$ (511)
Specific Ownership Taxes	65,441	71,528	6,087
Net Investment Income	1,500	379	(1,121)
Other Revenue	-	4,179	4,179
Total Revenues	<u>1,001,806</u>	<u>1,010,440</u>	<u>8,634</u>
EXPENDITURES			
General and Administration:			
Accounting	50,000	34,308	15,692
Audit	6,000	5,900	100
County Treasurer's Fee	14,023	14,018	5
Dues and Membership	2,000	1,238	762
Insurance	30,000	28,394	1,606
Legal	125,000	95,718	29,282
Miscellaneous	150	136	14
Engineering	-	4,275	(4,275)
Contingency	7,827	-	7,827
Total Expenditures	<u>235,000</u>	<u>183,987</u>	<u>51,013</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	766,806	826,453	59,647
OTHER FINANCING SOURCES (USES)			
Transfers to Other Funds	(857,636)	(725,000)	132,636
Total Other Financing Sources (Uses)	<u>(857,636)</u>	<u>(725,000)</u>	<u>132,636</u>
NET CHANGE IN FUND BALANCE	(90,830)	101,453	192,283
Fund Balance - Beginning of Year	<u>226,654</u>	<u>251,787</u>	<u>25,133</u>
FUND BALANCE - END OF YEAR	<u>\$ 135,824</u>	<u>\$ 353,240</u>	<u>\$ 217,416</u>

See accompanying Notes to Basic Financial Statements.

**LEYDEN ROCK METROPOLITAN DISTRICT
SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Operations Fee	\$ 556,354	\$ 551,285	\$ (5,069)
Net Investment Income	1,500	823	(677)
Other Revenue	10,600	33,067	22,467
Rental Income	10,000	7,013	(2,987)
Total Revenues	<u>578,454</u>	<u>592,188</u>	<u>13,734</u>
EXPENDITURES			
General and Administration:			
Administration Costs	4,000	4,492	(492)
Facilities Management	309,325	305,720	3,605
Maintenance of District Assets	11,000	2,900	8,100
Mileage	1,000	657	343
Miscellaneous/Contingency	5,560	7,912	(2,352)
Office Equipment	2,100	1,858	242
Postage, Printing, Copies	1,800	592	1,208
Web Hosting	1,200	768	432
Landscape Maintenance:			
Asphalt Sealing	3,500	1,550	1,950
Irrigation Repairs	32,000	22,244	9,756
Landscape Maintenance	139,000	216,781	(77,781)
Landscape Replacement	216,000	217,086	(1,086)
Lighting	4,100	5,735	(1,635)
Native Weed Control	70,000	-	70,000
Pest Control	13,500	12,300	1,200
Snow Removal	51,840	50,790	1,050
District Clean-Up	57,000	38,033	18,967
Water and Soil Sampling	8,000	6,646	1,354
Utilities:			
Gas and Electric	25,000	18,846	6,154
Telephone/Wifi/Cable	4,200	3,861	339
Trash Removal	246,000	240,616	5,384
Water and Sewer	33,000	29,654	3,346
Clubhouse Maintenance:			
Housekeeping	29,750	24,192	5,558
Keys and Locks	1,200	1,046	154
Maintenance and Supplies	10,600	11,758	(1,158)
Social Activities	50,325	44,000	6,325
Pool Maintenance:			
Contract Pool Maintenance	91,000	86,082	4,918
Repairs and Maintenance	4,500	350	4,150
Supplies	13,500	10,135	3,365
Total Expenditures	<u>1,440,000</u>	<u>1,366,604</u>	<u>73,396</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(861,546)	(774,416)	87,130
OTHER FINANCING SOURCES (USES)			
Transfers from Other Funds	857,636	725,000	(132,636)
Total Other Financing Sources (Uses)	<u>857,636</u>	<u>725,000</u>	<u>(132,636)</u>
NET CHANGE IN FUND BALANCE	(3,910)	(49,416)	(45,506)
Fund Balance - Beginning of Year	62,017	114,500	52,483
FUND BALANCE - END OF YEAR	<u>\$ 58,107</u>	<u>\$ 65,084</u>	<u>\$ 6,977</u>

See accompanying Notes to Basic Financial Statements.

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 1 DEFINITION OF REPORTING ENTITY

Leyden Rock Metropolitan District (the District), a quasi-municipal corporation and political subdivision of the state of Colorado, was organized by order and decree of the District Court for the County of Jefferson on January 5, 2012, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District operates under a Service Plan approved by the city of Arvada (City) on August 22, 2011.

The District was established to provide financing for the operations and maintenance and design, acquisition, installation, construction and completion of public improvements and services, including water, sanitation, street, safety protection, park and recreation, transportation, limited fire protection, security, television relay and translation and mosquito control improvements and services. The District was organized in conjunction with nine other related districts – Leyden Rock Metropolitan District Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9 (District Nos. 1-9). On November 13, 2017, pursuant to an order of the District Court for the County of Jefferson, District Nos. 1-9 were dissolved. Since January 1, 2017, the District has provided covenant enforcement services and, as the only metropolitan district, provides both service and financing for the Leyden Rock development.

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

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

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

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

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenues.

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

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and; 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported as general revenues.

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

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes, operations fees, and specific ownership taxes. All other revenue items are considered to be measurable and available only when cash is received by the District. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation is due.

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**Measurement Focus, Basis of Accounting, and Financial Statement Presentation
(Continued)**

The District reports the following major governmental funds:

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

The Special Revenue Fund is used to account for Operations Fees received and expenditures incurred in connection with operations and maintenance of the District.

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

The Capital Projects Fund accounts for financial resources to be used for the acquisition and construction of capital equipment and facilities.

Budgets

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

The District amended its annual budget for the year ended December 31, 2021.

Pooled Cash and Investments

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

Property Taxes

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

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property Taxes (Continued)

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

Capital Assets

Capital assets, which include property, equipment and infrastructure assets (e.g. roads, bridges, sidewalks, and similar items), are reported in the applicable governmental activities columns in the government-wide financial statements. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

Capital assets which are anticipated to be conveyed to other governmental entities are recorded as construction in process, and are not included in the calculation of investment in capital assets component of the District's net position.

Depreciation expense has been computed using the straight-line method over the following estimated economic useful lives:

Buildings	20 Years
Landscaping	20 Years
Monumentation	20 Years
Parks	20 Years

Deferred Outflows of Resources

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until that time. The District has one item that qualifies for reporting in this category. Accordingly, the item, *deferred cost of refunding*, are deferred and recognized as outflows of resources in the period that the amounts are incurred.

Deferred Inflows of Resources

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Accordingly, the item, *deferred property tax revenue*, is deferred and recognized as an inflow of resources in the period that the amount becomes available.

Amortization of Bond Premium

In the government-wide financial statements, bond premiums are deferred and amortized over the life of the bonds using the effective interest method.

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equity

Net Position

For government-wide presentation purposes, when both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first, then unrestricted resources as they are needed.

Fund Balance

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

Nonspendable Fund Balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

Restricted Fund Balance – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

Committed Fund Balance – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

Assigned Fund Balance – The portion of fund balance that is constrained by the government's intent to be used for specific purposes, but is neither restricted nor committed. Intent is expressed by the Board of Directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

Unassigned Fund Balance – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District's practice to use the most restrictive classification first.

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 3 CASH AND INVESTMENTS

Cash and investments as of December 31, 2021, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 449,687
Cash and Investments - Restricted	<u>7,577,329</u>
Total Cash and Investments	<u><u>\$ 8,027,016</u></u>

Cash and investments as of December 31, 2021, consist of the following:

Deposits with Financial Institutions	\$ 149,436
Investments	<u>7,877,580</u>
Total Cash and Investments	<u><u>\$ 8,027,016</u></u>

Deposits with Financial Institutions

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

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

At December 31, 2021, the District's cash deposits had a bank balance of \$164,688 and a carrying balance of \$149,436.

Investments

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

The District generally limits its concentration of investments to those noted with an asterisk (*) below, which are believed to have minimal credit risk, minimal interest rate risk and no foreign currency risk. Additionally, the District is not subject to concentration risk or investment custodial risk disclosure requirements for investments that are in the possession of another party.

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

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- . Obligations of the United States, certain U.S. government agency securities and securities of the World Bank
- . General obligation and revenue bonds of U.S. local government entities
- . Certain certificates of participation
- . Certain securities lending agreements
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Written repurchase agreements and certain reverse repurchase agreements collateralized by certain authorized securities
- * Certain money market funds
- . Guaranteed investment contracts
- * Local government investment pools

As of December 31, 2021, the District had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Amount</u>
Colorado Surplus Asset Fund Trust (CSAFE)	Weighted-Average Under 60 Days	\$ 478,677
Goldman Sachs Financial Square Government Fund	Weighted-Average 17 Days	7,398,903
		<u>\$ 7,877,580</u>

CSAFE

The District invested in the Colorado Surplus Asset Fund Trust (CSAFE) (the Trust), which is an investment vehicle established by state statute for local government entities to pool surplus assets. The State Securities Commissioner administers and enforces all state statutes governing the Trust. The Trust is similar to a money market fund, with each share valued at \$1.00. CSAFE may invest in U.S. treasury securities, repurchase agreements collateralized by U.S. treasury securities, certain money market funds, and highest rated commercial paper. A designated custodial bank serves as custodian for CSAFE's portfolio pursuant to a custodian agreement. The custodian acts as safekeeping agent for CSAFE's investment portfolio and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by CSAFE. CSAFE is rated AAAM by Standard & Poor's. CSAFE records its investments at amortized cost and the District records its investments in CSAFE at net asset value as determined by amortized cost. There are no unfunded commitments, the redemption frequency is daily, and there is no redemption notice period.

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

Goldman Sachs Financial Square Government Fund

At December 31, 2021, all of District's funds held in trust accounts at United Missouri Bank were invested in the Goldman Sachs Financial Square Government Fund. This portfolio is managed by Goldman Sachs and each share is equal in value to \$1.00. The fund is AAA rated and invests in a process that seeks to maximize current income to the extent consistent with the preservation of capital and the maintenance of liquidity by investing exclusively in high quality money market instruments that comprises U.S. government and U.S. Treasury securities including bills, bonds, notes and repurchase agreements. The average maturity of the underlying securities is 90 days or less.

NOTE 4 CAPITAL ASSETS

An analysis of the changes in capital assets for the year ended December 31, 2021, follows:

	Balance - December 31, 2020	Increases	Decreases	Balance - December 31, 2021
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>Governmental Activities</u>				
Capital Assets, Being				
Depreciated:				
Buildings	\$ 1,338,401	\$ -	\$ -	\$ 1,338,401
Landscaping	2,301,472	-	-	2,301,472
Monuments, Signage, and Other	574,301	-	-	574,301
Parks and Recreation	<u>136,251</u>	<u>-</u>	<u>-</u>	<u>136,251</u>
Total Capital Assets, Being Depreciated	4,350,425	-	-	4,350,425
Less Accumulated Depreciation for:				
Buildings	(234,220)	(66,920)	-	(301,140)
Landscaping	(338,268)	(115,074)	-	(453,342)
Monuments, Signage, and Other	(89,189)	(28,715)	-	(117,904)
Parks and Recreation	<u>(23,058)</u>	<u>(6,812)</u>	<u>-</u>	<u>(29,870)</u>
Total Accumulated Depreciation	<u>(684,735)</u>	<u>(217,521)</u>	<u>-</u>	<u>(902,256)</u>
Governmental Activities Capital Assets, Net	<u>\$ 3,665,690</u>	<u>\$ (217,521)</u>	<u>\$ -</u>	<u>\$ 3,448,169</u>

Depreciation expense was charged to functions/programs of the primary government as follows:

General Government	<u>\$ 217,521</u>
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**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 5 LONG-TERM OBLIGATIONS

The following is an analysis of the changes in the District's long-term obligations for the year ended December 31, 2021:

	Balance - December 31, 2020	Additions	Reductions	Balance - December 31, 2021	Due Within One Year
Governmental Activities:					
Bonds Payable:					
General Obligation Bonds Payable:					
Series 2016A	\$ 35,665,000	\$ -	\$ 35,665,000	\$ -	\$ -
Series 2016B	5,585,000	-	5,585,000	-	-
Series 2017C	4,101,000	-	4,101,000	-	-
Series 2021	-	45,840,000	1,220,000	44,620,000	535,000
Premium 2016A	502,428	-	502,428	-	-
Premium 2021	-	7,947,749	47,401	7,900,348	-
Accrued Interest on 2016A	142,130	1,563,426	1,705,556	-	-
Accrued Interest on 2016B	2,053,496	527,697	2,581,193	-	-
Accrued Interest on 2017C	1,496,445	573,928	2,070,373	-	-
Subtotal of Bonds Payable:	49,545,499	56,452,800	53,477,951	52,520,348	535,000
Other Debts:					
Developer Advance - Capital					
	5,523,862	-	2,882,777	2,641,085	-
Interest on Developer Advances - Capital					
	1,976,315	300,744	2,277,059	-	-
Total Long-Term Liabilities	\$ 57,045,676	\$ 56,753,544	\$ 58,637,787	\$ 55,161,433	\$ 535,000

The detail of the District's long-term obligation is as follows:

Series 2016A, 2016B and 2016C Bonds

The District issued its 2016A Senior Bonds and the 2016B Subordinate Bonds on July 14, 2016, in the amounts of \$36,355,000 and \$5,585,000, respectively. The proceeds from the sale of the 2016A Senior Bonds were used to: (i) pay the costs of refunding the District No. 5's 2013 Loan; (ii) finance a portion of the public improvements related to the Development; (iii) provide capitalized interest on the 2016A Senior Bonds; (iv) fund the Senior Reserve Fund; and (v) pay the costs of issuing the 2016A Senior Bonds. Proceeds of the 2016B Subordinate Bonds were used to: (i) finance a portion of the public improvements related to the Development; and (ii) pay the costs of issuing the 2016B Subordinate Bonds.

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

Series 2016A, 2016B and 2016C Bonds (Continued)

The District issued, simultaneous with the issuance of the 2016A and 2016B Bonds, its Junior Subordinate Limited Tax General Obligation Bonds, Series 2016C (Taxable), in the aggregate principal amount of \$6,475,000 with such obligations having a lien which is subordinate and junior to the lien of the 2016A Senior Bonds and 2016B Subordinate Bonds. The 2016C Bonds bear interest at 8.0%. On December 14, 2017, the District repaid and cancelled the 2016C Bonds along with outstanding and accrued interest with the issuance of the 2017C Junior Lien Bonds. Proceeds from the 2017C Junior Lien Bonds repaid \$3,776,505 of the 2016C Bonds and the remaining amount of \$3,431,224 was forgiven by RRCEA, LLC (the Developer).

The 2016A Senior Bonds bear interest at 4.0%-5.0%, payable semi-annually on June 1 and December 1, beginning on December 1, 2016. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2019. The 2016A Senior Bonds mature on December 1, 2045, and are subject to optional redemption on December 1, 2021, and on any date thereafter, upon payment of par and accrued interest and redemption premium, at the following price.

<u>Redemption Date</u>	<u>Redemption Premium</u>
December 1, 2021 through November 30, 2022	103.00 %
December 1, 2022 through November 30, 2023	102.00
December 1, 2023 through November 30, 2024	101.00
December 1, 2024 and Thereafter	100.00

The 2016B Subordinate Bonds bear interest at the rate of 7.25% per annum and payable annually on December 15, but only to the extent of available Subordinate Pledged Revenue. The 2016B Subordinate Bonds are structured as cash flow bonds meaning that there are no scheduled payments of principal or interest. In the event any amounts due and owing on the 2016B Subordinate Bonds remain outstanding on December 15, 2054, such amounts shall be extinguished and no longer be due and outstanding. Unpaid interest on the 2016B Subordinate Bonds compounds annually on each December 15.

The 2016B Subordinate Bonds are subject to redemption prior to maturity, at the option of the District, on December 15, 2021, and on any date thereafter, upon payment of par and accrued interest and redemption premium, at the following price.

<u>Redemption Date</u>	<u>Redemption Premium</u>
December 15, 2021 through December 14, 2022	103.00 %
December 15, 2022 through December 14, 2023	102.00
December 15, 2023 through December 14, 2024	101.00
December 15, 2024 and Thereafter	100.00

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

Series 2016A, 2016B and 2016C Bonds (Continued)

The 2016A Senior Bonds are secured by and payable solely from and to the extent of the Senior Pledged Revenue, which includes monies derived from the following, net of costs of collection: (i) the Senior Required Mill Levy; (ii) the portion of the Specific Ownership Tax which is collected as a result of the imposition of the Senior Required Mill Levy and (iii) any other legally available amounts that the District may designate held under the Senior Indenture.

The Senior Indenture provides that a Senior Required Mill Levy be imposed in an amount sufficient to pay the principal of, premium if any, and interest on the 2016A Senior Bonds, as they become due and payable, and replenish the Senior Reserve Fund to the Reserve Requirement amount of \$2,796,750, but not in excess of 40 mills (subject to adjustment for changes occurring after January 1, 2004, in the method of calculating assessed valuation), and for so long as the Surplus Fund is less than the Maximum Surplus Amount of \$3,635,500, not less than 40 mills (as adjusted). In the event the minimum mill levy would produce revenue in excess of that required to repay all principal and interest on the 2016A Senior Bonds, then such minimum mill levy shall be reduced to a mill levy which will produce revenue sufficient to repay all principal and interest on the 2016A Senior Bonds. Upon reaching 50% Senior Debt to Assessed, the Senior Surplus Fund will be terminated and any moneys therein applied to any legal purpose of the District. The District has acknowledged that state law places certain restrictions on the use of money derived from the Senior Required Mill Levy. As of December 31, 2021, the Senior Reserve Fund had a total of \$6.

The 2016B Subordinate Bonds are payable solely from and to the extent of the Subordinate Pledged Revenue, which includes monies derived from the following, net of costs of collection: (i) the Required Subordinate Mill Levy; (ii) the portion of the Specific Ownership Tax which is collected as a result of the imposition of the Required Subordinate Mill Levy; (iii) the Excess Senior Pledged Revenue; and (iv) any other legally available amounts that the District may designate held under the Subordinate Indenture.

The Subordinate Indenture defines the Required Subordinate Mill Levy as an ad valorem mill levy imposed upon all taxable property of the District in an amount equal to 40 mills (subject to adjustment) less the Senior Required Mill Levy. As a result, the Required Subordinate Mill Levy will be zero for any year in which the Senior Required Mill Levy equals 40 mills (as adjusted).

Excess Senior Pledged Revenue is defined as, generally, revenue available for payment of the 2016B Subordinate Bonds that is first pledged to the 2016A Senior Bonds.

On October 22, 2021, the District repaid and cancelled the 2016A and 2016B Bonds along with outstanding and accrued interest with the issuance of the Series 2021 General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds.

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

Series 2017C Bonds

The District issued 2017C Junior Lien Bonds on December 14, 2017, in the amount of \$4,101,000. Proceeds from the sale of the 2017C Junior Lien Bonds were used to: (1) refund a portion of the District's 2016C Junior Lien Bonds; and (ii) pay the costs of issuing the 2017C Junior Lien Bonds. The portion of the 2016C Junior Lien Bonds not otherwise paid with the proceeds of the 2017C Junior Lien Bonds were cancelled by the Developer, as the holder of the 2016C Junior Lien Bonds, on the date of issuance of the 2017C Junior Lien Bonds.

The 2017C Junior Lien Bonds bear interest at the rate of 10.75% per annum, are payable annually on December 15, but only to the extent of available Junior Lien Pledged Revenue, if any, and mature on December 15, 2049. The 2017C Junior Lien Bonds are structured as cash flow bonds meaning that there are no scheduled payments of principal or interest prior to the final maturity date. Unpaid interest on the 2017C Junior Lien Bonds compounds annually on each December 15.

No payments are required or permitted to be made on the 2017C Junior Lien Bonds until the 2016B Subordinate Bonds and any parity Subordinate Bonds are paid in full and, thereafter, payments on the 2017C Junior Lien Bonds are permitted to be made annually from any Junior Lien Pledged Revenue that remains after all amounts required to be paid with respect to the 2016A Senior Bonds and any parity Senior Bonds have been made. In the event any amount of principal or interest on the 2017C Junior Lien Bonds remains unpaid after the application of all Junior Lien Pledged Revenue on December 15, 2049, the 2017C Junior Lien Bonds shall be extinguished and no longer be due and outstanding.

The 2017C Junior Lien Bonds are secured by and payable from Junior Lien Pledged Revenue, net of any costs of collection, which includes all Junior Lien Property Taxes, all Junior Lien Specific Ownership Taxes and any other legally available moneys which the District determines, in its absolute discretion, to credit to the Junior Lien Bond Fund.

On October 22, 2021, the District repaid and cancelled the 2017C Bonds along with outstanding and accrued interest with the issuance of the Series 2021 General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds.

Series 2021 Bonds (the Bonds)

The District issued the Bonds on October 22, 2021, in the amount of \$45,840,000. The Bonds were issued for the purposes of (i) refunding the 2016A Senior Bonds, 2016B Subordinate Bonds, and 2017C Junior Bonds; (ii) funding and reimbursing a portion of the costs of constructing and installing certain Public Improvements benefiting the District; and (iii) paying the costs of issuance of the Bonds, including the premium for the Insurance Policy and the Reserve Policy.

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 5 LONG TERM OBLIGATIONS (CONTINUED)

Bond Details

The Bonds bear interest at rates ranging from 3.0% to 5.0%, payable semi-annually on June 1 and December 1, beginning on December 1, 2021. The Bonds issued as serial bonds mature on December 1 of the years 2021 through 2041; thereafter, the Bonds issued as term bonds have annual mandatory sinking fund principal payments due on December 1, commencing December 1, 2042. The Bonds mature on December 1, 2051. As a result of the Bond issuance the District reduced total debt service payments over the next 30 years by 40,764,706 and resulted in an economic gain of \$32,370,681.

To the extent principal of any Bond is not paid when due, such principal is to remain outstanding until the earlier of its payment or the Termination Date and is to continue to bear interest at the rate then borne by the Bond. In the event interest on any Bond is not paid when due, such interest is to compound semiannually on each interest payment date, at the rate then borne by the Bond.

If any amount principal or interest due on the Bonds remains unpaid on the Termination Date of December 2, 2054, such unpaid amount will be deemed fully satisfied and the Bonds are to be discharged.

Optional Redemption

The Bonds are subject to redemption prior to maturity, at the option of the District, on December 1, 2031, and on any date thereafter, upon payment of par, accrued interest, without redemption premium.

Pledged Revenue

The Bonds are payable solely from and to the extent of the Pledged Revenue, consisting generally of the moneys derived by the District from the following sources, net of any costs of collection of the County and any property tax refunds or abatements authorized by or on behalf of the County: all Required Mill Levy; the portion of the Specific Ownership Tax which is collected as a result of imposition of the Required Mill Levy; any other legally available moneys which the District determines, in its absolute discretion, to transfer to the Trustee for application as Pledged Revenue.

Required Mill Levy

The Indenture provides a Required Mill Levy be imposed each year in accordance with the following: Prior to the time the Debt to Assessed Ratio is 50% or less, an amount sufficient to pay the principal of and interest on the Bonds each year and replenish the Reserve Fund to the Reserve Fund Requirement, if any, but not in excess of 40 mills (subject to adjustment for changes in the method of calculating assessed valuation on or after January 1, 2004).

One the Debt to Assessed Ratio is 50% or less, an amount sufficient to pay the principal of and interest on the Bonds each year and replenish the Reserve Fund to the Reserve Fund Requirement, if any, without limitation of rate.

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 5 LONG TERM OBLIGATIONS (CONTINUED)

Additional Security

The scheduled payment of principal and interest on the Bonds are guaranteed under an insurance policy issued concurrently with the delivery of the Bonds by Assured Guaranty Municipal Corp.

Reserve Fund

The Bonds are also secured by amounts on deposit in the Reserve Fund in the amount of the Reserve Fund Requirement of \$2,739,400, which is funded by the Reserve Policy in the amount of the Reserve Fund Requirement issued concurrently with the delivery of the Bonds.

Debt Service Requirements

The District's long-term obligations will mature as follows:

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 535,000	\$ 1,777,850	\$ 2,312,850
2023	500,000	1,751,100	2,251,100
2024	570,000	1,726,100	2,296,100
2025	665,000	1,697,600	2,362,600
2026	745,000	1,664,350	2,409,350
2027-2031	4,615,000	7,708,500	12,323,500
2032-2036	6,460,000	6,494,950	12,954,950
2037-2041	8,325,000	5,211,100	13,536,100
2042-2046	10,020,000	3,670,800	13,690,800
2047-2051	12,185,000	1,500,200	13,685,200
Total	<u>\$ 44,620,000</u>	<u>\$ 33,202,550</u>	<u>\$ 77,822,550</u>

Authorized Debt

On November 1, 2011, a majority of the qualified electors of the District authorized the issuance of indebtedness in an amount not to exceed \$80,000,000. In 2019, the residential assessment rate changed from 7.20% to 7.15% and the District's debt service mill levy was adjusted to 44.531 mills.

At December 31, 2021, the District has authorized but unissued indebtedness in the following amounts allocated for the following purposes:

	Amount Authorized November 1, 2011	Authorization Used - Series 2016 Bonds	Authorization Used - Series 2017C Bond	Authorization Used - Series 2021 Bond	Authorized But Unissued
Public Improvements	\$ 800,000,000	\$ 48,415,000	\$ 4,101,000	\$ 5,959,232	\$ 741,524,768
Operations and Maintenance	80,000,000	-	-	-	80,000,000
Refundings	80,000,000	-	-	-	80,000,000
Intergovernmental Agreements	80,000,000	-	-	-	80,000,000
Contracts	80,000,000	-	-	-	80,000,000
Total	<u>\$ 1,120,000,000</u>	<u>\$ 48,415,000</u>	<u>\$ 4,101,000</u>	<u>\$ 5,959,232</u>	<u>\$ 1,061,524,768</u>

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 6 NET POSITION

The District has net position consisting of three components – net investment in capital assets, restricted, and unrestricted.

Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. As of December 31, 2021, the District had net investment in capital assets calculated as follows:

	Governmental Activities
Capital Assets, Net	\$ 3,448,169
Outstanding Long-Term Debt Applicable to Capital Assets	(5,046,111)
Unspent Bond Proceeds Applicable to Capital Assets	710,879
Outstanding Developer Advances Related to Capital Assets	<u>(253,753)</u>
Net Investment in Capital Assets	<u><u>\$ (1,140,816)</u></u>

The District had a restricted net position as of December 31, 2021, as follows:

	Governmental Activities
Restricted Net Position:	
Emergency Reserve	<u>\$ 48,200</u>
Total Restricted Net Position	<u><u>\$ 48,200</u></u>

The District has a deficit in unrestricted net position. This amount is a result of the District being responsible for the financing and repayment of debt obligations for the construction of public improvements previously conveyed to other governmental entities.

NOTE 7 AGREEMENTS

Funding and Reimbursement Agreement with Leyden Rock Development, Inc.

The District and Leyden Rock Development, Inc. (LRD) entered into an Infrastructure Acquisition and Reimbursement Agreement, dated as of January 1, 2017, to provide the circumstances under which the District would reimburse LRD for the construction of public improvements of benefit to the District. Such obligations bear simple interest at a rate of 8% per annum and are payable by the District from the proceeds of loans, bonds, and/or other legally available funds not otherwise required for reasonable operating costs of the District, and are subject to annual appropriation. Any Reimbursement Obligation issued under the Agreement is subordinate to any and all amounts due and owing on the Bonds. As of December 31, 2021, no advances are outstanding.

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 7 AGREEMENTS (CONTINUED)

Infrastructure Acquisition and Reimbursement Agreement with RRCEA, LLC (the RRCEA Agreement)

On March 5, 2012, District No. 1 and the Developer entered into an Infrastructure Acquisition and Reimbursement Agreement (the RRCEA Agreement) whereby the District acknowledges its financial obligations. The Developer will construct certain Public Infrastructure improvements and will be reimbursed by the District for those improvements that are determined to be "District Eligible Costs." The District will accept Public Infrastructure improvements and become obligated to reimburse the Developer for the District Eligible Costs upon satisfaction of certain terms and conditions of the Agreement. Upon acceptance of eligible costs by the District, interest will accrue at 8% per annum from the date of acceptance.

On July 14, 2016, the Agreement was amended and restated and the District assumes all responsibilities (e.g. operations, maintenance, repayment, etc.) of the accepted infrastructure. As of December 31, 2021, advances of \$2,641,085 are outstanding under this agreement.

Agreement in the Nature of an Accord Concerning Infrastructure Acquisition and Reimbursement Agreements with RRCEA and LRD

On September 2, 2021 the District entered into an Agreement with the Developer and LRD whereby the District would close on the Bonds and the District would set aside \$2,400,000 of the new money proceeds generated by the Bonds to be deposited into the District's Project Fund established under the Indenture pursuant to which the Bonds are issued and available to reimburse the Developer under the RRCEA Agreement, which shall be comprised of the Filing 5 Retainage and the Initial Release, as described below (together, the "Settlement Amount").

It was determined that any additional new money generated by the 2021 Bonds above \$6,900,000 would be split evenly between the District and the Developer and such amounts would be added to and considered part of the District Funds and Settlement Amount, respectively. The amount in excess of \$6,900,000 was \$482,169.36, of which \$241,084.68 was added to the \$2,400,000 set aside at issuance to be the Settlement amount so that a total of \$2,641,084.58 has been set aside for developer advance repayments subject to the conditions below.

The Developer and LRD represented to the District that the costs associated with the repair to the Public Infrastructure located within Filing 5 is \$1,795,736.80, (the Filing 5 Retainage). The Filing 5 retainage shall be held by the District in the Project Fund until such time as the Public Infrastructure located within Filing No. 5 is finally accepted by the City, as evidenced by a Final Acceptance Letter(s) from the City or such other documentation satisfactory to the District evidencing final acceptance of Filing 5 by the City.

The Settlement Amount less the Filing 5 Retainage shall be released to the Developer at such time as the Public Infrastructure in Leyden Rock Filing Nos. 1-3 and 6 is finally accepted by the City, as evidenced by a Final Acceptance letter(s) from the City or such other documentation satisfactory to the District evidencing final acceptance of Filing Nos. 1-3 and 6 by the City (Initial Release).

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 7 AGREEMENTS (CONTINUED)

Agreement in the Nature of an Accord Concerning Infrastructure Acquisition and Reimbursement Agreements with RRCEA and LRD (continued)

Prior to the Initial Release, the Developer and LRD shall deliver to the District a written release from the City, executed by an authorized City representative, for the benefit of the District releasing the District from any and all claims arising from or related to the Litigation and the construction of the Public Infrastructure.

Upon receipt of the Filing 5 Retainage, the Developer accepts the Settlement Amount as full satisfaction of the Obligation and any other past or future financial obligations required or anticipated by the District in the RRCEA Agreement. The Developer and LRD further waives and releases any claims they may now have or may acquire in the future concerning the Infrastructure Agreements and any other obligations against the District, its Board of Directors, attorneys, consultants or any other person related to the District. Likewise, upon delivery and acceptance of the Settlement Amount by the Developer, the District and its Board of Directors, attorneys, consultants or any other person acting as an agent of the District, waive and deem satisfied any obligations of, or claims against the Developer or LRD they may now have or may acquire in the future concerning or related to the Infrastructure Agreements and the subject matter thereof except any obligations of the Developer or LRD that survive the termination of the Infrastructure Agreements, including but not limited to the obligations in Sections 9 of the Infrastructure Agreements, and any outstanding infrastructure warranty obligations. Further, the parties agree that upon delivery and acceptance of the Settlement Amount by the Developer hereunder, the Infrastructure Agreements are terminated and no longer in effect.

If Filing No. 5 has not been accepted by the City by December 31, 2024, the Developer shall have no further right, title and interest in the Filing 5 Retainage. Any amounts paid as of December 31, 2024 under this Agreement, including the Initial Release, shall be deemed full Satisfaction of any payments due and owing under the Infrastructure Agreements. Both the Developer and LRD shall continue to indemnify the District as provided in the respective Infrastructure Agreements until such time as Filing 5 is accepted by the City, as evidenced by a Final Acceptance Letter(s) from the City.

NOTE 8 RELATED PARTIES

The Developers of the property which constitutes the District are RRCEA, LLC, RRCEA Two, LLC and Leyden Rock Development, Inc. As of December 31, 2021 certain members of the Board of Directors were employees, owners, or otherwise associated with the Developer, and may have conflicts of interest in dealing with the District. As of May 3, 2022 there are no longer members of the Board of Directors who are employees, owners, or otherwise associated with the Developer, and there is no longer a conflict.

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 9 INTERFUND AND OPERATING TRANSFERS

The transfer from the General Fund to the Special Revenue Fund was made to support funding of operations and maintenance of the District. The Transfer from the Debt Service Fund to the Capital Projects Fund was to fund public infrastructure and reimburse capital developer advances.

NOTE 10 RISK MANAGEMENT

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

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

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

NOTE 11 TAX, SPENDING, AND DEBT LIMITATIONS

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

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

On November 1, 2011, the District voters passed an election question to increase property taxes \$5,000,000 annually as adjusted for inflation, without limitation of rate, to pay the District's operations, maintenance, and other expenses. Additionally, the District's electors authorized the District to collect, retain and spend all revenue without regard to any limitations under TABOR.

**LEYDEN ROCK METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 11 TAX, SPENDING, AND DEBT LIMITATIONS (CONTINUED)

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

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

SUPPLEMENTARY INFORMATION

**LEYDEN ROCK METROPOLITAN DISTRICT
DEBT SERVICE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Property Taxes	\$ 2,613,503	\$ 2,613,503	\$ 2,612,073	\$ (1,430)
Specific Ownership Taxes	182,945	182,945	199,960	17,015
Net Investment Income	32,000	3,000	2,408	(592)
Total Revenues	<u>2,828,448</u>	<u>2,799,448</u>	<u>2,814,441</u>	<u>14,993</u>
EXPENDITURES				
County Treasurer's Fees	39,203	39,203	39,190	13
Paying Agent/Trustee Fees	6,000	6,000	5,500	500
Bond Interest - Series 2016A	1,705,556	852,778	852,778	-
Bond Interest - Series 2016B	340,000	-	-	-
Bond Interest - Series 2021	-	199,209	199,209	-
Bond Principal - Series 2016A	500,000	-	-	-
Bond Principal - Series 2021	-	1,220,000	1,220,000	-
Bond Issue Costs	-	768,499	760,999	7,500
Contingency	9,241	31,267	-	31,267
Total Expenditures	<u>2,600,000</u>	<u>3,116,956</u>	<u>3,077,676</u>	<u>39,280</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	228,448	(317,508)	(263,235)	54,273
OTHER FINANCING SOURCES (USES)				
Bond Proceeds	-	45,840,000	45,840,000	-
Bond Premium	-	7,947,749	7,947,749	-
Bond Refunding	-	(52,200,874)	(52,200,874)	-
Transfers to Other Funds	-	(7,382,170)	(7,382,169)	1
Total Other Financing Sources (Uses)	<u>-</u>	<u>(5,795,295)</u>	<u>(5,795,294)</u>	<u>1</u>
NET CHANGE IN FUND BALANCE	228,448	(6,112,803)	(6,058,529)	54,274
Fund Balance - Beginning of Year	<u>6,204,788</u>	<u>6,203,259</u>	<u>6,203,259</u>	<u>-</u>
FUND BALANCE - END OF YEAR	<u>\$ 6,433,236</u>	<u>\$ 90,456</u>	<u>\$ 144,730</u>	<u>\$ 54,274</u>

**LEYDEN ROCK METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Other Revenue	\$ -	\$ 112,830	\$ -	\$ (112,830)
Net Investment Income	-	5,000	196	(4,804)
Total Revenues	<u>-</u>	<u>117,830</u>	<u>196</u>	<u>(117,634)</u>
EXPENDITURES				
Capital Outlay	-	4,741,085	-	4,741,085
Contingency	-	117,830	-	117,830
Total Expenditures	<u>-</u>	<u>4,858,915</u>	<u>-</u>	<u>4,858,915</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	(4,741,085)	196	4,741,281
OTHER FINANCING SOURCES (USES)				
Transfers from Other Funds	-	7,382,170	7,382,169	(1)
Repay Developer Advance	-	(2,641,085)	-	2,641,085
Total Other Financing Sources (Uses)	<u>-</u>	<u>4,741,085</u>	<u>7,382,169</u>	<u>2,641,084</u>
NET CHANGE IN FUND BALANCE	-	-	7,382,365	7,382,365
Fund Balance - Beginning of Year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCE - END OF YEAR	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,382,365</u>	<u>\$ 7,382,365</u>

OTHER INFORMATION

**LEYDEN ROCK METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
DECEMBER 31, 2021**

\$45,840,000 Series 2021
Limited Tax (Convertible to Unlimited Tax),
General Obligation Refunding and
Improvement Bonds
Interest Rate: 3.000% - 5.000%
Interest Payable June 1 and December 1
Principal Payable December 1

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 535,000	\$ 1,777,850	\$ 2,312,850
2023	500,000	1,751,100	2,251,100
2024	570,000	1,726,100	2,296,100
2025	665,000	1,697,600	2,362,600
2026	745,000	1,664,350	2,409,350
2027	780,000	1,627,100	2,407,100
2028	865,000	1,588,100	2,453,100
2029	910,000	1,544,850	2,454,850
2030	1,005,000	1,499,350	2,504,350
2031	1,055,000	1,449,100	2,504,100
2032	1,155,000	1,396,350	2,551,350
2033	1,200,000	1,350,150	2,550,150
2034	1,300,000	1,302,150	2,602,150
2035	1,350,000	1,250,150	2,600,150
2036	1,455,000	1,196,150	2,651,150
2037	1,515,000	1,137,950	2,652,950
2038	1,610,000	1,092,500	2,702,500
2039	1,660,000	1,044,200	2,704,200
2040	1,745,000	994,400	2,739,400
2041	1,795,000	942,050	2,737,050
2042	1,850,000	888,200	2,738,200
2043	1,925,000	814,200	2,739,200
2044	2,000,000	737,200	2,737,200
2045	2,080,000	657,200	2,737,200
2046	2,165,000	574,000	2,739,000
2047	2,250,000	487,400	2,737,400
2048	2,340,000	397,400	2,737,400
2049	2,435,000	303,800	2,738,800
2050	2,530,000	206,400	2,736,400
2051	2,630,000	105,200	2,735,200
Total	<u>\$ 44,620,000</u>	<u>\$ 33,202,550</u>	<u>\$ 77,822,550</u>

**LEYDEN ROCK METROPOLITAN DISTRICT
SCHEDULE OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED
DECEMBER 31, 2021**

Year Ended December 31,	Prior Year Assessed Valuation for Current Year Tax Levy	Mills Levied for		Total Property Taxes		Percent Collected to Levied
		General	Debt Service	Levied	Collected	
2017	\$ 35,414,376	12.500	40.000	\$ 1,859,255	\$ 1,846,181	99.30 %
2018	49,322,962	15.819	44.222	2,961,400	2,902,305	98.00
2019	52,054,407	15.819	44.222	3,125,398	3,130,560	100.17
2020	57,955,264	15.929	44.531	3,503,974	3,503,475	99.99
2021	58,689,516	15.929	44.531	3,548,368	3,546,427	99.95
Estimated 2022	\$ 60,137,224	25.000	37.000	\$ 3,728,508		

NOTE:

Property taxes collected in any one year include collection of delinquent property taxes assessed in prior years, as well as reductions for property tax refunds or abatements. Information received from the County Treasurer does not permit identification of specific year of assessment.

Exhibit D
Pool and Clubhouse Use Policy

**LEYDEN ROCK
POOL AND CLUBHOUSE USE POLICY
(Updated as of June 20, 2023)**

Preamble

The Board of Directors of the Leyden Rock Metropolitan District (the “District”) has adopted the following Policies and Procedures Governing the Leyden Rock Metropolitan District Recreation Amenities (the “Policies”) pursuant to § 32-1-1001(1)(m), C.R.S., dated December 5, 2016 and as amended and/or updated from time to time, to provide for the orderly and efficient conduct of construction, management, operation and control of the public facilities and services of the District. The District, pursuant to the provisions of its Service Plan, has caused to be constructed certain recreation amenities including the Leyden Rock Clubhouse and Leyden Rock Pool (collectively the “Recreation Amenities”).

All references herein to the “District Representative” or “District Representatives” shall refer to any independent contractor engaged by the District to perform such services, with and to the extent authorized by the District, by contract or other valid allocation of authority.

Article I

ACCESS TO AND USE OF THE RECREATION AMENITIES

1.1 Persons within District Boundaries. All residents and property owners of property within the legal boundaries of the District , as amended from time to time (“Property Owners” in relation to those who own property in the District and “District Residents” in relation to those who reside in the District but do not own property in the District, such as tenants or occupants of Property Owners), shall be entitled to use the Recreation Amenities as permitted in these Policies and any others that may be adopted by the Boards of Directors of the District. All persons claiming status as a District Resident or Property Owner shall present proof of such residency or property ownership to the District Representative upon submission of the Recreation Amenities Use Form in order to receive pool fobs for use of the Recreation Amenities. Acceptable proof of residency or property ownership shall include, but not be limited to, a valid Colorado driver’s license or identification issued by the Colorado Department of Motor Vehicles showing an address in the District or a deed or lease for any such property. The District Representative shall accept or reject any such proof of residency or property ownership in its discretion. Use of the Recreation Amenities by District Residents and Property Owners is subject to timely payment of all District fees, charges and taxes by the Property Owner. In the event that such fees, charges and taxes are not timely paid by any Property Owner, such Property Owner or any District Resident residing in such Property Owner’s property within the District, as applicable, shall not be issued pool fobs or otherwise be entitled to use of the Recreational Amenities, and any privileges for use of the Recreation Amenities pursuant to any previously issued fobs shall be suspended or revoked in the District’s discretion. Each property within the District shall be entitled to the issuance of two pool fobs at no charge. If a Property Owner has leased the property owned by the Property Owner to another (i.e., to a District Resident), the property shall still be entitled to only two pool fobs at no charge. Any additional pool fobs requested may be issued only upon

completion of the required forms and the payment of the applicable fee for additional fobs as set forth on the Pool Fob Request Form attached hereto as **Exhibit C**.

1.2 Persons without the District Boundaries. All persons not residing or owning property within the boundaries of the District (“Non-District Users”), may be entitled to use the Recreation Amenities as permitted herein. Charges for use of the Recreation Amenities by Non-District Users shall be Nine Hundred Dollars (\$900.00) per year per household, as may be subsequently amended from time to time by the Board. The Board has determined this fee reasonably estimates the annual mill levy payments and other annual fees such Non-District Users would be responsible for if they were District Residents or Property Owners. All persons desiring access to the Recreation Amenities under this Section shall pay in full all applicable annual charges and fees prior to being allowed access to the Recreation Amenities for the year in question. All Non-District Users wishing to use the Recreation Amenities shall comply with the Policies set forth in section 1.3 of this Article. The District retains the right to limit access to the Recreation Amenities for Non-District Users and their Additional Authorized Users (as defined in Section 1.3 below) based upon the safe and reasonable capacity of the Recreation Amenities, as determined by the District in its discretion. Use of the Recreation Amenities by Non-District Users and their Additional Authorized Users shall be allowed on a first-come, first-serve basis in the event of any such limitations.

1.3 Use of the Recreation Amenities. All District Residents, Property Owners and Non-District Users desiring to use the Recreation Amenities (collectively, “Users”) shall be required to complete the District Amenities Use Form in substantially the form attached hereto as **Exhibit A** and the Waiver and Consent Form in substantially the form attached hereto as **Exhibit B**, each as may be amended from time to time, for submission to the District Representative. Users must submit an updated District Amenities Use Form to the District Representative when any of the User’s information on the Property Owner/District Resident Form changes. Users may designate other persons over the age of 18 who are authorized to access the Recreation Amenities using the User’s fob(s) (“Additional Authorized Users”) by listing the same on the User’s District Amenities Use Form. Such Additional Authorized Users may include, but are not necessarily limited to, adult children, regularly employed caregivers, grandparents, grandchildren, or others residing with the User. All Additional Authorized Users shall be required to complete the Waiver and Consent Form in substantially the form attached hereto as **Exhibit B**, as amended from time to time, for submission to the District Representative. A Waiver and Consent Form must be signed by all Users and Additional Authorized Users over the age of 18, individually, and by parents or legal guardians on behalf of all individuals under the age of 18. Requests for pool fobs shall be submitted by any User on the Pool Fob Request Form in substantially the form attached hereto as **Exhibit C**. Upon adequate completion of all required forms, Users shall be issued two pool fobs per household at no charge by the District Representative. Users and Additional Authorized Users may be requested, at any time, to demonstrate their eligibility to use the Recreation Amenities, and may be required to present their pool fob to the District Representative. Any User or Additional Authorized User who refuses, upon request to present their pool fob may have their Recreation Amenities privileges revoked and subjected to further review by the District. The District Representative will charge a reasonable fee for replacement pool fobs. Lost pool fobs must be reported immediately to the District Representative, and replacement pool fobs will also be subject to a replacement fee.

All pool fobs issued by the District Representative are the sole property of the District and may not legally be assigned, sold, loaned or otherwise transferred without the prior written authorization of the District Representative. Any transfer without the District Representative's approval shall be void and the District shall retain the right to suspend or revoke any User's or Additional Authorized User's privileges to the Recreation Amenities for such violation. If at any time, a District Resident or Property Owner moves outside of District boundaries or ceases to own property therein, s/he shall promptly notify the District Representative. Any such person may continue to use the Recreation Amenities as a Non-District User by complying with Section 1.2 of these Policies.

1.4 Guests of Users. Each User shall be allowed five (5) guests per day per household for use of the Recreation Amenities unless prior permission is granted by the District Representative, at least 48-hours in advance, for additional guests. All guests must be accompanied by the User at all times during their use of the Recreation Amenities. Except as provided in Section 3.6, all guests under the age of 18 must be accompanied by a User over the age of 18. All Users shall be responsible for their guests' actions, and shall be jointly and severally liable with such guest for any damages caused by such guest to the Recreation Amenities.

1.5 Hours of Operation. The Recreation Amenities facilities shall have the following hours and dates of operation:

The Pool shall be open from Memorial Day through Labor Day. Pool hours are subject to change without notice.

Access to the Clubhouse shall be allowed for Users year-round pursuant to these Policies.

The hours of operation of the Recreation Amenities shall be subject to seasonal adjustments or changes deemed necessary and appropriate by the District in its discretion. Users may contact the District Representative to obtain up to date information relating to the hours of operation for any of the Recreation Amenities. Additionally, the District reserves the right to close any Recreation Amenity due to weather conditions, preparation for major events, temporary staffing problems or other reasons. Any such required closing will not result in any adjustments to User fees.

1.6 Commercial Use. The Recreation Amenities will not be permitted for commercial activities or other private business enterprise except as specifically provided for in these Policies. Events of a commercial nature may be held at the Clubhouse provided the User first submits an Application for Facility Use and completes a Clubhouse Rental Agreement in accordance with these Policies. Exterior signage and advertising of any kind shall not be permitted. Events held at the District's Clubhouse are intended for invited guests only and under no circumstances shall commercial activities be solicited to or made open to the public. Any User desiring to hold an event at the Recreation Amenities which is contrary to these Policies must submit a request in writing at least 30 days prior to the date of such event to the District for its consideration. The User must indicate how all safety requirements and other provisions of these Policies have been satisfied. The Board shall make a determination regarding such event at its next regularly scheduled meeting and shall inform the User in writing of its determination. All such requests are subject to the District's

discretion.

1.7. District Informal Committee Use. Events where at least one member of the Board of Directors is an attendee and where District business is conducted (“District Informal Committees”) may be held at the Clubhouse provided the User first submits an Application for Facility Use and completes a Clubhouse Rental Agreement in accordance with these Policies.

Article II

MISCELLANEOUS

2.1 Lost Articles. The District is not responsible for any lost or stolen articles or for accidents on the premises. All personal articles should be locked or secured as appropriate to avoid loss to the owner. There will be a collection spot for all lost articles designated in the Recreation Amenities. All lost articles which are not claimed may be donated to a non-profit collection agency on a monthly basis as determined at the District’s sole discretion.

2.2 Limitation of Liability of District. Use of the Recreation Amenities is at the sole risk of any User. Except as provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., the District shall not be responsible for any claims for damage by reason of any action or inaction of the District or its agents or representatives in connection with any of the Recreation Amenities.

2.3 Equipment. All equipment, supplies and other furnishings located in or around the Recreation Amenities are the property of the District and shall not be taken from the premises without prior written consent of the District Representative. Any violations may result in criminal prosecution by the District.

2.4 Smoking, Drugs and Alcohol. Smoking, tobacco and marijuana products and the use of illegal drugs shall not be permitted in or around the Recreation Amenities. Use of alcohol is permitted by adults over the age of 21 during certain special events with prior approval of the District Representative and in accordance with the requirements of these Policies. Alcohol is prohibited in the pool area at all times.

2.5 Weapons. No weapons of any kind shall be allowed on or around the Recreation Amenities, including, but not limited to, pocketknives or guns.

2.6 Food and Drink. Food and drink are permitted in the Recreation Amenities. Glass containers are absolutely prohibited in the pool area. Users must clean up after themselves.

2.7 Pets. Pets are not allowed in the Recreation Amenities, except service animals as defined by the laws of the State of Colorado. All service animals must be accompanied and must be on a leash. All Users are responsible for cleaning up after their service animal.

Article III

SWIMMING POOL

3.1 Pool Rules. Pool rules are posted in the swimming area and may be obtained directly from the District Representative. A list of pool rules and regulations is attached as **Exhibit D**.

3.2 Pool Attendant. The District shall contract with a pool consultant on an annual basis which shall be responsible for all aspects of operations and maintenance of the pool and pool area.

3.3 Lifeguards. Lifeguards are NOT provided by the District. Users acknowledge they utilize the pool facilities at their own risk. All Users must have a completed a Property Owner Waiver and Consent Form or Authorized Additional User Waiver and Consent Form on file with the District Representative.

3.4 Flotation Devices. No swimmers dependent upon any flotation device shall be permitted in the pool unless accompanied (in the water) and directly supervised by a responsible person.

3.5 Wading Pool. Children under the age of 7 using the wading pool shall at all times be directly supervised by a parent, legal guardian, other adult over the age of 18, or by a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors), as authorized by the parent or legal guardian. Any person not able to control his or her bodily functions must wear swim diapers beneath his or her bathing suit. No plastic, disposable or cloth diapers are permitted.

3.6 Children. No one 13 years of age and younger is allowed in the pool area unless accompanied by an adult over 18 years of age, or a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors). Children ages 14-17 may swim unsupervised if expressly authorized on a Minor Release Form. All minors will need to have a valid pool fob. If approved minors will be bringing guests that are between the ages of 14-17 without adult supervision, those minor guests also must have a Minor Release Form on file with the District before access will be granted to the pool. The Minor Release Form shall be submitted to the District Representative in substantially the form attached hereto as **Exhibit E**, as may be amended from time to time, prior to any use of the pool by children, as provided for in this Section.

An adult or a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors) must be in the pool and within reach of all children of non-swimming ability aged 9 and under.

Adult chaperones or minors aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors) are required to be in the pool area to supervise children aged 10-13, but are not required to be in the water if the children can swim.

Article IV

CLUBHOUSE

4.1 Use of the Clubhouse. The Clubhouse shall be available to all Users upon payment of the rental fee, security deposit and other fees set from time to time by the Board. The District may, in its discretion, decline rental of the Clubhouse for any event it deems to jeopardize the safety, health or welfare of the public. Rental of the facility includes the kitchen, common room, restrooms and exterior deck.

4.2 Capacity of Clubhouse. City of Arvada fire codes mandate that legal capacity of the Clubhouse be limited to one hundred twenty (120) persons. No rentals of the facility shall be allowed for greater than one hundred twenty (120) persons in attendance.

4.3 Security. Security personnel shall be required for all rentals during which sixty (60) or more persons will be present or for all rentals where alcohol will be present regardless of the number of attendees. Security personnel must be selected from a list of security personnel pre-approved by the District unless an alternate provider is screened and approved in writing by the District Representative prior to the scheduled rental. Approval of security personnel by the District does not constitute a warranty or guarantee of such security personnel's performance by the District. Notwithstanding the foregoing, no additional security personnel is required where the Rental Party is a governmental entity and security officers and/or law enforcement are attendees at the event.

4.4 Reservations. Users shall submit an Application for Facility Use (**Exhibit F**) for rental of the Clubhouse. Users must also complete a Clubhouse Reservation Agreement in substantially the form attached as **Exhibit G** and subject to the terms and conditions provided therein.

Article V

ENFORCEMENT

5.1 Disorderly or Offensive Conduct. The District and its Authorized Representatives may request any User to cease conduct that is:

1. In violation of District Policies;
2. Interferes with or is abusive toward any District Representative in the normal operation of the facility;
3. Interferes with any User, User's guest or other person's use or enjoyment of the facilities or is abusive to any such person; or

4. Criminal, tortuous, intimidating or threatening, or any behavior that might result in bodily harm or property damage.

In the event that the offending party fails to cease such conduct after being requested and warned to do so, the District Representative is authorized to use all reasonable means s/he deems necessary to stop such conduct, including, but not limited to, contacting local law enforcement, having the offending party removed from the Recreation Amenities and/or suspending the offending party's Recreation Amenities privileges. Any such suspension may be appealed first to the District Representative in writing. The District Representative will have fifteen (15) working days to investigate the incident and to make a decision. The District Representative shall notify the offending party in writing of their decision. The District Representative's decision may be appealed to the Board at the next regular District meeting. Any person refusing removal from the Recreation Amenities or attempting to enter or remain on the premises of the Recreation Amenities after their privileges have been revoked may be subject to arrest and prosecution for criminal trespass under Colorado law.

5.2 Violation of Recreation Amenities Policies. If anyone is found abusing the equipment, furniture or disobeying the Policies, disciplinary measures will be administered by any District Representative as follows without the necessity of any action of the Board:

- | | |
|-----------------|--|
| First offense: | Verbal warning |
| Second offense: | Restricted from the Recreation Amenities for two (2) weeks |
| Third offense: | Restricted from the Recreation Amenities for one (1) month |
| Fourth offense: | Restricted from the Recreation Amenities for one (1) year |

The Board shall be notified of all disciplinary measures by the District Representative and shall, in its discretion have the ability to impose other disciplinary measures as it deems appropriate at any point in time, which may include revocation of Recreation Amenities privileges for a User and/or User's family members. Any violations and disciplinary measures taken will be recorded in writing and kept on file by the District Representative. Offending parties may also be subject to other penalties and sanctions under Colorado law, including, but not limited to, prosecution under § 18-9-117, C.R.S. All violations may be reported to local law authorities as deemed necessary by the District Representative or the Board.

Additional fines, suspensions and other punitive measures may be imposed for violations of the terms of facility rental agreements.

EXHIBIT A
Recreation Amenities Use Form

**LEYDEN ROCK METROPOLITAN DISTRICT
PROPERTY OWNER FORM**

Property Address: _____

Out-of-District Address: (If Applicable) _____

Owner Last Name: _____ Owner First Name: _____

Home Phone: _____ Work/Cell Phone: _____

2nd Owner Last Name: _____ 2nd Owner First Name: _____

Home Phone: _____ Work/Cell Phone: _____

E-mail Address(s) for contact purposes: _____

Emergency Contact: _____ Telephone: _____
(Not Immediate Family)

NOTE: Minors must be accompanied by a Property Owner or another Additional Authorized User unless a Minor Release Form is on file with the District Manager.

ADDITIONAL AUTHORIZED USERS:

Includes: Adult Children (18+);
 Tenants/Renters;
 Regularly Employed Caregivers (Nannies/Babysitters);
 Immediate Family (incl. Grandparents/Grandchildren); and/or
 Others Residing at Your Property Address

Additional Authorized Users **DO NOT** Include Guests.
Each cardholder is allowed to be accompanied by up to five (5) guests.

ALL ADULT ADDITIONAL AUTHORIZED USERS MUST COMPLETE AN AUTHORIZED USER FORM AND BE LISTED ON THIS PROPERTY OWNER FORM IN ORDER TO ACCESS THE RECREATION AMENITIES.

Authorized User Name	Sex	Relationship
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____

EACH PROPERTY OWNER MUST ALSO SIGN A WAIVER AND CONSENT FORM

**LEYDEN ROCK METROPOLITAN DISTRICT
WAIVER AND CONSENT FORM**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A
RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I, on behalf of myself, my children, if any, as well as my guests, children and authorized additional users listed on my Property Owner Form (if applicable), desire to participate in activities at the pool, clubhouse, tennis courts, sports fields or use other equipment, amenities, facilities, premises or property (collectively, the "Recreation Amenities") owned or operated by the Leyden Rock Metropolitan District No. 10 (the "District") for the benefit, use and enjoyment of the residents and property owners of the Leyden Rock Metropolitan District (the "District"), and recognize the possibility of physical injury and loss associated with activities, including, but not limited to, swimming and sports. I agree that I and my children will abide by all rules, regulations, and policies of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with the use of the Recreation Amenities. I further acknowledge that I am authorized to use the Recreation Amenities of the District, and have completed either the Property Owner Form, on which I am listed as an owner residing within the District, or an Additional Authorized User Form. I acknowledge that if I submit an Additional Authorized User Form, I must be listed as an authorized user on a Property Owner Form submitted by an owner of property within the District.

I, as an adult participant, and for and on behalf of my participating children, if any, agree as follows:

1. to release and agree not to sue the District, its directors, employees, agents, and subcontractors with respect to any and all claims, liabilities, suits or expenses, including attorneys' fees and costs (hereinafter collectively a "Claim") for any injury, damage, death or other loss incurred by me, my children, my guests, or my authorized users, in any way connected, directly or indirectly, with participation in activities and/or use of any equipment, facilities or premises of the District by me, my children, my guests, or my authorized users. I understand I agree here to waive all Claims I or my children may have against the District and agree that neither I, my children, nor anyone acting on my or my children's behalf, will make a Claim against the District as a result of any injury, damage, death or other loss suffered by me or my children, my guests, or my authorized users; and

2. to release and to indemnify, defend, and hold harmless ("indemnify" meaning protect by reimbursement or payment) the District, its representatives, directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claims: (a) brought by or on behalf of me, my children or a family member, my guests, or my authorized users for any injury, damage, death or other loss in any way connected with participation in activities and/or use of the Recreation Amenities by me, my children, my guests, or my authorized users; and/or (b) brought by another user or participant or any other person for any injury, damage, death or other loss to the extent caused, directly or indirectly, by my own conduct of that of my children, my guests, and my authorized users in the course of participating in activities, and/or using the Recreation Amenities.

I further acknowledge I have reviewed and evaluated the risks and determined to use or allow my children, guests, and authorized users to use the Recreation Amenities with full knowledge and acceptance of the risks. I understand that the District does not provide insurance coverage for accidents or injury sustained by me, my children, my guests, or my authorized users. I agree that use of the Recreation Amenities and participation in activities or events at the Recreation Amenities shall be undertaken by me, my children, my guests, or my authorized users at our sole risk, and the District shall not be liable for any injuries or any damage, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin.

The District shall not be responsible or liable for articles damaged, lost, or stolen, in or about the Recreation Amenities, or for loss or damages to any property including but not limited to automobiles and the contents thereof.

This Release, Waiver and Indemnity Agreement includes claim(s) resulting from the District's negligence, and includes claim(s) for personal injury or wrongful death (including claim(s) related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

I hereby attest that I have (1) carefully read, understand, and voluntarily sign this document and the above disclaimer, and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members, and my heirs, executors, representatives, subrogors and estate; and (2) that I have received, read and understand the District's rules, regulations, policies and procedures governing the Recreation Amenities:

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

EXHIBIT B
Waiver and Consent Form

#965623v20

**LEYDEN ROCK METROPOLITAN DISTRICT
WAIVER OF RIGHTS, ASSUMPTION OF RISKS, RELEASE OF CLAIMS,
AND
AGREEMENT TO INDEMNIFY**

I am 18 years of age or older, or the legal guardian of the below named person, and in consideration of using or participating in activities, services and programs at Leyden Rock Metropolitan District (the “District”), District facilities, including but not limited to, the clubhouse, pools, pool deck, locker rooms, showers, play areas, dressing rooms, and workout areas (the “Facilities” of the District) must read and sign this Waiver of Rights, Assumption of Risks, Release of Claims, and Agreement to Indemnify (“Waiver”). The Facilities are managed by AdvanceHOA Management, Inc. (the “Facilities Manager”). This Waiver is not a waiver of the District’s protections under the Colorado Governmental Immunity Act.

PLEASE READ THIS WAIVER AND RELEASE CAREFULLY AND MAKE SURE YOU UNDERSTAND IT. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS.

As signor of this Waiver, you, and/or those of whom you are legal guardian to (collectively, “You”) recognize and acknowledge that participation in activities, services and programs including but not limited to: wading, recreational swimming, lap swimming, exercising, sun-bathing, use of any exercise equipment or machines, sports, and supervised or unsupervised activities and programs within the Facilities or outside the Facilities sponsored or endorsed by the District or Facilities Manager (each a “Recreational Activity” and together the “Recreational Activities”) and using or accessing the Facilities is HAZARDOUS and involves risk of serious personal injury and loss. The risks include, but are not limited to: bodily injury, cardiovascular stress or failure, slipping and falling, drowning, permanent disability, death, damage to personal property, collisions with other persons, exposure to inclement or dangerous weather, allergic reactions, insect or animal bites, severe social, emotional, or economic losses, sprains, broken bones, torn muscles or ligaments, and contraction of infection or disease. These injuries or losses might result from You or your guest’s conduct or omissions, the conduct or omission of others (including that of the District or the Facilities Manager, or both), the rules of play, or the condition of the Facilities or any equipment. You understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in **injury, death, illness or disease, or damage to property.**

Being fully aware that use of the Facilities and participation in Recreational Activities involves risks, You agree, covenant and promise and voluntarily assume all responsibility, all liability and all risks and dangers, whether or not described here, and whether or not such risks and dangers are known or unknown, foreseeable or unforeseeable, including but not limited to, for injury, death, illness, disease, or damage to property, arising out of or in any way connected with use of the Facilities and participation in Recreational Activities.

You agree that You are legally responsible for You and your guest’s actions, including but not limited to any damage to property and any personal injury or death caused by such actions. You understand and agree that the District and the Facilities Manager, and their respective officers, employees, agents, consultants, and representatives, are not and shall not be subject to, or liable for, any claims, demands, injuries, or damages whatsoever, irrespective of cause or origin, even if such claims, demands, injuries, or damages are caused, in

whole or in part, by the negligence of the District or the Facilities Manager, or their respective officers, employees, agents, consultants, or representatives. You expressly waive all claims, demands, injuries, and damages that You have or may have, now or in the future, against the District or the Facilities Manager (or both), which are related to, arising out of or in any way connected with participation in Recreational Activities or use of the Facilities.

You agree to RELEASE, WAIVE, FOREVER DISCHARGE, COVENANT NOT TO SUE, AND NOT ASSERT OR OTHERWISE MAINTAIN OR ASSERT ANY CLAIM against the District or the Facilities Manager, or their respective officers, employees, agents, consultants, and representatives, for any and all liability, claims, demands, causes of action or rights of action, loss, damages, or injury to persons or property, sustained by You, or your guests, which are related to, arising out of or in any way connected with participation in Recreational Activities or use of the Facilities, including attorney's fees and costs incurred.

You further agree, promise and covenant to INDEMNIFY AND HOLD HARMLESS the District and the Facilities Manager, and their respective officers, employees, agents, assigns, consultants, and representatives, for (i) any injury to person or property, death, illness, disease or damage, expenses and costs including attorney's fees, which may result from You or your guest's participation in any Recreational Activity or use of or access to the Facilities or other property owned by the District, including claims from third-parties; and (ii) any injury to person or property, death, illness, disease or damage, expenses and costs including attorney's fees. This agreement to indemnify and hold harmless applies equally to claims, losses, and injuries caused or alleged to be caused, in whole or in part, by the negligence of the District or the Facilities Manager, or both.

This Waiver applies to and binds You and your personal representatives, assigns, heirs, and next of kin.

BY SIGNING THIS WAIVER, YOU AGREE THAT YOU (1) HAVE RECEIVED SUFFICIENT INFORMATION REGARDING THE FACILITIES AND RECREATIONAL ACTIVITIES TO ASSESS THE POTENTIAL DEGREE OF RISK INVOLVED, AND THE EXTENT OF POSSIBLE INJURY, (2) UNDERSTAND THE ACTIVITIES AND POTENTIAL RISKS, (3) HAVE CAREFULLY READ THIS WAIVER AND FULLY UNDERSTAND THE EFFECT OF RELINQUISHING THE RIGHTS THAT YOU HEREBY WAIVE, (4) UNDERSTAND THIS WAIVER IS NOT A WAIVER OF THE DISTRICT'S PROTECTIONS UNDER THE COLORADO GOVERNMENTAL IMMUNITY ACT, AND (5) VOLUNTARILY SIGN THIS WAIVER.

I consent to the named person's participation in the Recreational Activities and use of the Facilities with knowledge of and in spite of the risks and I understand and acknowledge that by signing this document I have given up certain legal rights or possible claims which I might otherwise be entitled to assert or maintain against the District and the Facilities Manager, and their respective officers, employees, agents, assigns, consultants, and representatives.

_____	_____	_____	_____
Name	Date of Birth	Signature	Date
_____	_____	_____	_____
Address	City, State, Zip Code	Telephone number	

*Name of Participant

(*Complete if the participant is different than the signor)

EXHIBIT C
Pool Fob Request Form

#965623v20

**LEYDEN ROCK METROPOLITAN DISTRICT
POOL FOB REQUEST FORM**

Name (please print): _____
 Property Address: _____
 Out-of-District Address: (If Applicable) _____
 E-mail: _____
 Contact Number(s): _____

NEW FOB REQUESTS:

<u>Card Type</u>	<u>Price (per fob)</u>	<u>Quantity Requested</u>	<u>Total Cost</u>
New Pool Fob	\$0.00 (up to two)		
First Replacement Pool Fob	\$10.00		
Second or Subsequent Replacement Pool Fob	\$25.00		
Please pay the following total:			

CASH WILL NOT BE ACCEPTED AND WILL BE RETURNED.
 ALL CHECKS OR MONEY ORDERS SHOULD MADE OUT TO:
 "LEYDEN ROCK METROPOLITAN DISTRICT"

**PLEASE SEND ALL PAPERWORK & FEES, INCLUDING THE MANDATORY
FORMS TO:**

Leyden Rock Metropolitan District
 c/o Advance HOA Management, Inc.
 P.O. Box 370390
 Denver, CO 80237

Office Use Only:
 All Items Received: Y or N If Not: Date Returned to User: _____
 Processed By: _____
 Check No. _____ Money Order No. _____
 Date Activated: _____ Other Notes: _____
 Date Received: _____

EXHIBIT D
Pool Rules and Regulations

#965623v20

**POOL RULES AND REGULATIONS
LEYDEN ROCK METROPOLITAN DISTRICT**

1. **Pool Hours:** The Pool shall be open from Memorial Day through Labor Day with the following hours. Pool hours are subject to change without notice.

	Open Swim	Lap Swim
Sunday	9 a.m. – 7:45 p.m.	7 a.m. – 9 a.m. 8 p.m. – 9 p.m.
Monday	9 a.m. – 7:45 p.m.	7 a.m. – 9 a.m. 8 p.m. – 9 p.m.
Tuesday	9 a.m. – 7:45 p.m.	7 a.m. – 9 a.m. 8 p.m. – 9 p.m.
Wednesday	9 a.m. – 7:45 p.m.	7 a.m. – 9 a.m. 8 p.m. – 9 p.m.
Thursday	9 a.m. – 9 p.m.	7 a.m. – 9 a.m.
Friday	9 a.m. – 9 p.m.	7 a.m. – 9 a.m.
Saturday	9 a.m. – 9 p.m.	7 a.m. – 9 a.m.

2. All users shall still be required to have a picture ID with them when using the facilities. Staff will have the right to do spot checks to verify eligibility to use the pool. Failure to provide this information when asked can mean suspension of your access rights and removal from the premises.

3. **No person 13 years of age and younger is allowed in the pool area unless accompanied by an adult over 18 years of age, or a minor aged 16-17 for whom a “minor release form” is on file with the District (and on which parents have expressly authorized their children to supervise other minors).** Children 14-17 may swim unsupervised after their parents turn in a “Minor Release Form” to use the amenities without adult supervision. All minors will need to have a valid pool fob. If approved minors will be bringing guests that are between the ages of 14-17 without adult supervision, those minor guests will also need to have a Minor Release Form on file with the District before access will be granted to the facilities.

4. An adult or a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor’s parents have expressly authorized the minor to supervise other minors) must be in the pool and within reach of all children of non-swimming ability aged 9 and under. Adult chaperones or minors aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor’s parents have expressly authorized the minor to supervise other minors) are required to be in the pool area to supervise children aged 10-13, but are not required to be in the water if the children can swim.

5. Swimmers are to supply their own towels and swimwear.

6. Children under the age of 7 using the wading pool shall at all times be directly supervised by a parent, legal guardian, other adult over the age of 18, or by a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor’s parents have expressly authorized the minor to supervise other minors), as authorized by the parent or legal guardian. Any person not able

to control his or her bodily functions must wear swim diapers beneath his or her bathing suit. No plastic, disposable or cloth diapers are permitted.

7. Each property shall be allowed five (5) guests per day for use of the pool. If you will have more than this number of guests attending the pool with you, prior approval from the District representative will be required.

8. Pool is for use by residents or property owners of the District and their guests only unless all applicable non-resident user fees have been paid in advance.

9. All guests must wear proper attire when utilizing the swimming pool facility. No undergarments, cutoffs, or shorts (swimming suit shorts are allowed) will be allowed.

10. Animals (**except service animals**) are not allowed in the pool area. Pets may not be left outside the pool area unattended, or tied to the fence, at any time.

11. Food and drink are permitted in the pool area. **No glass** containers are allowed in or around the pool area. Only plastic and paper containers may be used. User must clean up after themselves. **No alcohol is permitted in the pool area at any time. Failure to adhere to this rule may cause loss of pool privileges.**

12. No running, shoving, dunking, rough play, or excessive noise is allowed in the pool or locker room area. **FOUL, ABUSIVE OR LOUD LANGUAGE WILL NOT BE TOLERATED AND YOU WILL BE ASKED TO LEAVE THE FACILITIES.**

13. The only play balls allowed in the pool shall be Nerf-type balls and inflatable plastic beach balls. Tennis balls, golf balls, footballs, basketballs, or other hard balls will not be allowed.

14. Squirt guns, diving toys and reasonably sized floatation devices shall be allowed as long as use of these items does not interfere at any time with another individual's enjoyment of the facility.

15. With the exception of squirt guns, no weapons of any kind shall be allowed on or around the Recreation Amenities, including but not limited to pocket knives or guns.

16. No bicycles, skateboards, roller blades, or similar are permitted in the pool area, in front of the entrance gates and on or about landscaped areas. Bicycles will need to be stored in the bicycle racks provided.

17. No hanging on lane/pool dividers is permitted.

18. Smoking and/or tobacco, marijuana and other similar products are not permitted in the pool area or within 25 feet of the pool fence. The use of illegal drugs is not allowed.

19. The District is not responsible for any loss or theft of personal belongings.

20. Radios and other electronic devices must be played so as not to offend others.

21. Failure to follow the pool rules may result in forfeiture of your deposit, suspension of pool privileges, and/or proper authorities being notified.

22. Pool may be closed when air temperature is 65 degrees and below, or when lightning is spotted.

EXHIBIT E
Minor Release Form

#965623v20

**LEYDEN ROCK METROPOLITAN DISTRICT
MINOR RELEASE FORM**

I, _____ (Name of Parent or Legal Guardian) hereby affirm that I am the parent or legal guardian of the following minors below the age of 18:

Name (Please Print)	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

As the parent or legal guardian of the above-listed minor(s), I acknowledge and agree that any minors 13 years of age or younger may only use the Recreational Amenities of the District if accompanied by an adult over 18 years of age or by another minor aged 16-17 for whom a Minor Release Form is on file with the District and on which such minor's parents have expressly authorized their child aged 16-17 to supervise other minors.

As the parent or legal guardian of the above-listed minor(s), I hereby authorize those minors listed above who are ages 14 to 17 to use the following Recreation Amenities of the District without my presence and without the presence of another parent, legal guardian or other authorized minor aged 16 to 17 (**check all facilities that are authorized for use by the minor(s)**):

_____ Pool(s)

I further authorize/do not authorize those minor(s) listed above who are at least 16 years old to supervise, chaperone, and monitor other minors in the pool area, without my presence and without the presence of another parent or legal guardian. (**check yes or no**):

_____ Yes List name(s) of minor(s) authorized to supervise: _____
_____ No

In making such authorizations, I acknowledge and agree any activities engaged in at the indicated facilities by said minor will be wholly unsupervised by a lifeguard or other attendant and shall be at the minor's sole and unilateral risk. The District shall not be liable for any injuries or damages caused or incurred by said minor, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin and the negligence of the District's agents, servants, assigns, or employees, or otherwise.

It is agreed and understood that a minor's unsupervised use of the above-indicated use of the Recreation Amenities may be revoked at any time by a District Representative in the event that said minor disregards or otherwise violates any District rules, regulations, or policies, or otherwise engages in conduct inappropriate for use of the Recreation Amenities.

By: _____ (Signature of Parent of Legal Guardian)

Print Name: _____

Property Address: _____

Contact Number: _____

Date: _____

EXHIBIT F
Application for Facility Use and
Waiver and Consent Form

LEYDEN ROCK METROPOLITAN DISTRICT

Application for Facility Use

Applicant Name: _____

Applicant Address: _____ **State:** _____ **Zip:** _____

Daytime Phone #: () _____ **Alt./Cell:** () _____

Email: _____ **Contact Person On-Site:** _____

Date Requested: _____ **Purpose of Rental:** _____

Facility Requested: _____ **Will Alcohol Be Present*:** Yes No **Est. Attendance*:** _____
 (If alcohol will be present security and additional liquor liability insurance is required.) (If more estimated attendance is more than 60 persons, security is required).

Clubhouse Deposit: _____ Fee: _____
Time: From _____ am/pm To _____ am/pm (Hours: 10am – Midnight)
 Max. Persons: 120

Required to be submitted with application: Mail completed paperwork to: Leyden Rock Metropolitan District , 17685 West 83rd Drive, Arvada, Colorado, Phone: 303-423-0270

- Completed Application
- Completed Clubhouse Rental Agreement(s)
- Rental Fee – Check made payable to Leyden Rock Metropolitan District
- Deposit – Separate check made payable to Leyden Rock Metropolitan District
- Signed Waiver and Release from Liability and Agreement to Indemnify
- Liquor Liability

INDEMNIFICATION/WAIVER OF LIABILITY: Applicant, its successors and assigns, assumes all liability and risk and will defend, indemnify and hold harmless the Leyden Rock Metropolitan District (the “District”), the District’s directors, staff, employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorneys’ fees, caused by, resulting from, or in any way arising out of the use of the District’s facilities by the applicant, its guests, licensees, invitees, agents, contractors, subcontractors, employees, successors, and/or assigns.

Signature: _____ **Date:** _____

For Internal Use Only	
Rental Application, Agreement, Rental Fee & Deposit Reviewed By: _____ Date: _____	Fee Pd. \$ _____ Check # _____ Deposit Pd. \$ _____ Check # _____ Lifeguard Fee Pd.: \$ _____ Check # _____ Security Fee Pd.: \$ _____ Check # _____ Total Pd. \$ _____
Special Instructions:	

EXHIBIT G
Clubhouse Rental Agreement

Leyden Rock Metropolitan District

c/o Advance HOA Management, Inc.

P.O. Box 370390

Denver, CO 80237

303-482-2213

303-495-5895 (fax)

Clubhouse Rental Agreement

This Clubhouse Rental Agreement (“Agreement”) is made this _____ day of _____, 20__ by and between Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and _____ (the “Rental Party”) for use of the District Clubhouse.

1. Availability. District sponsored programs and activities have priority of use of District facilities; therefore, consecutive nightly, weekly or monthly usage may not be available. The Rental Party represents that the event is a private function, by invitation only, and is not open to members of the general public. It is also acknowledged that the Rental Party’s right to use the Clubhouse for this event is subject to: (a) the District’s Rules and Regulations, (b) being in good standing with the District at the time this Agreement is signed, and at the time of the event, and (c) prior reservations. The Rental Party must be at least 18 years of age to reserve a facility or 21 years of age if alcohol will be present.

2. Rental Rates.

	Deposit	Rental Rate per Hour	Restrictions
Resident of the District	\$250	\$150 for the first 3 hours \$35 for each additional hour	None.
Non-Resident of the District	\$250	\$250 for the first 3 hours \$50 for each additional hour	None.
District Informal Committees	\$250	\$0	None.

3. Security. **Security personnel are required for all rentals during which sixty (60) or more persons will be in attendance or if alcohol will be present.** If security personnel are required, the Rental Party will be responsible for all costs related thereto. In the event this provision is violated by the Rental Party, the Rental Party shall automatically be assessed a minimum penalty of \$250 and may be suspended from all Clubhouse privileges for a period of up to 12 months at the discretion of the Board of Directors of Leyden Rock Metropolitan District (the “Board”) or District Manager. Below is a list of security companies that may be willing to provide security personnel for your event. The District does not endorse or is the District affiliated with any of these companies. Approval of security personnel by the District does not constitute a warranty or guarantee of such security personnel’s performance by the District.

Metropolitan Protective Services Phone: 720-222-0757	American Hawk Security Phone: 303-522-1360	Great Events of Colorado Phone: 303-408-3187
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4. Reservations/Cancellation. Reservations will not be considered final until approval is granted, and the appropriate fee(s) and deposit(s) have been received. Rentals are approved on a first-come, first-served basis. It is not guaranteed that the requested date will be available. Functions may be cancelled without penalty by the Rental Party by sending written notice to District staff no less than seven (7) days in advance. It is understood that the penalty for cancellation of a function less than seven (7) days in advance is a forfeiture of the Rental Fee. The District may terminate this Agreement prior to the day of the event if the District, in its sole discretion, determines that use of the Clubhouse for the event will adversely affect the public health, safety or welfare. Upon termination of this Agreement by the District, the District shall refund the full Deposit and the full Rental Fee (as shown on the Application for Facility Use (the "Rental Application") to the Rental Party.

5. Use of Facilities. The Rental Party shall have exclusive use of the Clubhouse during the Rental Period, for the sole purpose of staging the event as described in the Rental Application. Only the kitchen, common room, restrooms, and covered patio area are reserved under this Agreement. The pool, grills, play-area and any other amenities are not reserved under this Agreement and may be used by homeowners on a first-come, first-served basis.

6. Payment. It is agreed that all payments will be made at the times specified in the Rental Application. Payment of the fees and charges shall be by check or credit/debit card.

7. Use of Pool. The pool area is available to all residents during normal operating hours. The Rental Party acknowledges that they are renting the Clubhouse only and will not have use of the pool area. The Rental Party agrees that no one in the Rental Party's event will interfere with use of the pool by others.

8. Set Up / Cleaning. All set up, take down, and clean-up is the responsibility of the Rental Party. Upon conclusion of the event, the Clubhouse will be left in its pre-event condition, all decorations will be removed, and trash will be bagged, removed from the facility, and placed in the trash receptacle in the parking lot. All equipment and furniture will be returned to their proper storage locations or removed, as applicable. Standard cleaning, including vacuuming, surface cleaning, mopping hard floors, cleaning the kitchen, refrigerator, and restrooms will be performed, as needed, by the Rental Party. The Rental Party will also be responsible for cleanup of the exterior grounds if needed.

9. Condition of Facilities. A pre-event condition checklist is to be completed by the Rental Party. The Rental Party is responsible for reporting any existing damage of the facility to District staff before their event begins on the provided checklist. Failure to report damage will result in the Rental Party accepting responsibility for all existing damage. The Rental Party agrees to complete the checklist given at the time of reservation. As soon as reasonable after the event, a District representative will perform an inspection of the Clubhouse. The District shall be entitled to take such actions as required to restore the Clubhouse to its condition immediately preceding the event, and the Rental Party shall be responsible for all costs and expenses incurred by the District related to such actions.

10. Damage/Security Deposit. The Rental Party agrees that if, in the sole judgment of District staff, the District must incur costs to restore the Clubhouse or any of the District's facilities to its/their pre-event condition, the District shall be entitled to apply the full Deposit or any portion thereof against such costs. If the Deposit is insufficient to pay for the damages and/or clean up, the Rental Party agrees to pay for any and all additional costs. The Rental Party further agrees that the District may invoice the Rental Party for any charges in excess of the Deposit. The Rental Party agrees to pay any such invoice charges within thirty (30) days, and if any such invoice charges are not paid within thirty (30) days, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the invoice until paid. Such unpaid amounts shall become part of the fees and charges due and owing by the Rental Party to the District and shall constitute a perpetual statutory lien against the real property owned by the Rental Party (or the Owner as set forth on the signature page) pursuant to § 32-1-1001(1)(j), C.R.S. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the District. The District shall refund the Deposit, or any remaining amount thereof, within thirty (30) days from the first business day immediately following the event, to the Rental Party.

11. Alcoholic Beverages. Alcoholic beverages may be served as long as the Rental Party abides by the following conditions: **(IF ALCOHOL IS TO BE PRESENT, THE RENTAL PARTY IS REQUIRED TO HAVE OFF-DUTY POLICE OFFICER(S) OR SECURITY.)**

- a. No fee will be charged, either directly or indirectly (*i.e. no cash bar*) for the consumption of alcoholic beverages.
- b. No alcoholic beverages, including 3.2 beer, will be served, at any time, to any person who is under 21 years old or to any intoxicated person.
- c. It is acknowledged that the District does not hold or maintain a liquor license, and permission to serve alcoholic beverages does not constitute a liquor license. The Rental Party shall be solely responsible for compliance with the liquor laws of the State of Colorado. No alcoholic beverages will be served or consumed outside of the Clubhouse.
- d. If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto the Clubhouse premises, the Rental Party shall take action to have such beverages removed from the premises. If necessary, the Rental Party will call the police to seek assistance with the enforcement of this policy. At any event in which the majority of the attendees are under 21 years old, the Rental Party will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.
- e. If any adult (persons 21 years old or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol on the Clubhouse premises, the Rental Party will take action to have such activities stopped, and if necessary, notify the police to seek assistance.
- f. The Rental Party agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. The Rental Party agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at their event.
- g. The Rental Party shall indemnify and hold harmless the District for any claims, actions, or suits brought by third-parties against the District for any damages caused as a result of Rental Party's failure to comply with the provisions of this Agreement.
- h. The Rental Party is required to provide a Host Liquor Liability Insurance Policy naming "Leyden Rock Metropolitan District" as an additional insured in an amount of \$1,000,000.
- i. **Security personnel are required for all rentals during which alcohol will be present. No exceptions will be granted.** If security personnel are required, the undersigned will be responsible for all costs related thereto. Security personnel must be approved by District staff. ***In the event this provision is violated by the Rental Party, the Rental Party shall automatically be assessed a minimum of \$250 penalty and shall be suspended from all Clubhouse rental privileges for twelve (12) months.***
- j. If the Rental Party indicates that no alcohol is needed and shows up to the reservation with alcohol, a portion or entire amount of your deposit will be forfeited, along with your right to rental facilities, and your reservation will be canceled if alcohol is not removed prior to the start of the reservation.

12. Smoking/Tobacco. The Rental Party acknowledges that the Clubhouse and pool areas are **NONSMOKING** facilities. No smoking or use tobacco is allowed anywhere within the Clubhouse and the fenced areas of the pool, or within 25 ft. of the Clubhouse, pool or play area, at any time. The Rental Party agrees that violation of this provision will be sufficient reason for assessment of an additional \$100.00 fine.

13. Use Restrictions. No staples, nails, tacks, pins, tape or screws are allowed to be fastened by the Rental Party to any District facility at any time. The Rental Party agrees that use under this Agreement will comply with all laws of the United States, the State of Colorado, all ordinances, rules and regulations of Jefferson County and the City of Arvada and the requirements of the District, District staff, local police and fire departments. The following use restrictions shall be in effect at all times:

- a. Excessive noise or misconduct shall be grounds for immediate revocation of the right to use the facilities. All music must be kept at levels that do not disturb the reasonable peace and quiet of any citizen. All noise shall be confined within the building and doors will remain closed when music is playing.
- b. Upon sufficient cause and in the interest of the safety of the public, the District, its authorized representatives (including private security) and the Arvada police department shall have authority to close the Clubhouse to public and private activities.
- c. City of Arvada fire codes mandate the legal capacity of the Clubhouse. Doors may not be blocked; a clear five-foot width pathway to ensure safe exit must be maintained. Throwing rice, birdseed or confetti is not permitted. Special permission may be granted on a case-by-case basis.
- d. No weapons of any type or fireworks are allowed in the Clubhouse or the immediately surrounding area.
- e. No balloons inflated with helium or any similar gas are allowed in the Clubhouse.
- f. Events of a commercial nature may be held in the Clubhouse provided that the Rental Party submits Rental Application, completes and executes this Agreement, and pays the applicable deposit and rental fees.
- g. The Rental Party is required to be present for the entire event, including the mandatory checkout.
- h. The Rental Party agrees to comply with all state and local laws, ordinances, and regulations, including, but not limited to, those governing the serving and/or consumption of alcohol, parking, open container, noise, disorderly conduct, or loitering. The Deposit may be forfeited as the result of violating these provisions.

14. Parking. The Rental Party acknowledges that parking is available only on a first come, first serve basis. Function guests may not park in areas designated as no parking areas. Cars parked in inappropriate areas must be moved upon request or will be towed at the owner's expense.

15. Vendors and Suppliers. All Rental Parties will furnish their own equipment and materials unless specifically designated on the Rental Application. Subject to prior agreement being made with District staff, the Rental Party agrees that entertainment companies, caterers, florists, photographers and all other third parties providing services for the event, will coordinate their arrival and departure times to coincide with the base use period. If the facility is not left vacant after the completion of the rental, it is understood that the actual costs of tear-down will be assessed, and the Rental Party will be responsible for all cleaning, storage, and rental fees during the time premises are not vacant.

16. Loss. The District is not responsible for lost or stolen articles.

17. Exceptions. Any exceptions to the provisions set forth in this Agreement will be considered by the District on an "as requested" basis and such requests shall be submitted in writing.

18. Breach of Agreement/Fines. The Rental Party agrees that violation of any of the above provisions or the District's Rules and Regulations may result in fines of up to \$250.00 per violation, forfeiture of the Deposit, and additional fees/fines, being billed to the Rental Party, at the discretion of the Board or District

staff. Further, any such violation may preclude the Rental Party from using District facilities in the future, in the discretion of the Board or District staff. The District shall have all rights available under law and the District's governing documents for enforcement of the provisions of this paragraph.

19. Insurance. The Rental Party agrees that it will be responsible for all insurance respecting the facilities during its use under this Agreement, and will assert no claim of coverage under any insurance policy of any District applicable during the period of such use.

20. Limitation of Liability and Indemnification. Rental Party accepts full responsibility for all guests and agrees to be financially responsible for any damage caused by them, even if such costs exceed the amount of the Deposit. Rental Party releases and agrees to fully indemnify, hold harmless and defend the District and its representatives from all liability resulting from Rental Party's use of the Clubhouse and surrounding area, including liability for any attendee to Rental Party's function. Rental Party agrees to save, indemnify, defend and hold harmless the District and its officers, directors, agents, employees, contractors and subcontractors against any and all damages, losses, liabilities, claims, costs and expenses, including reasonable attorneys' fees arising out of any claim asserted by the undersigned, his or her family, guests, employees, invitees or third-parties in conjunction with or arising in any way out of the use, operation or maintenance of the Clubhouse. Rental Party expressly acknowledges and agrees that the activities at the facility may be dangerous and involve risk or serious injury and/or death and/or property damage and hereby assumes full responsibility for the risk of bodily injury, death or property damage resulting from the negligence of the District or otherwise while in or upon the District's facilities or for any purpose while participating in the event which is the subject of this Agreement. Rental Party hereby releases, waives, discharges and covenants not to sue the District, its officers, officials, representatives and assigns from all claims, demands and any and all manner of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which the Rental Party now has, or which its successors, executors or administrators hereafter can, shall or may have, for, upon or by reason of any manner, cause created by or existing out of the permitted use of the facilities by the Rental Party, or any person using the reserved facilities. Rental Party expressly agrees that this reservation, release and indemnification is intended to be as broad and inclusive as is permitted by the law of the state of Colorado, and further that if any part hereof is held invalid, the remainder of this section and this Agreement shall continue in legal force and effect.

21. Animals. No animals, except documented service animals for the disabled, are allowed in the facilities.

22. Severability. If any portion of this agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. 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.

23. Miscellaneous. This agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments.

24. 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, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

25. Counterpart Execution. This Addendum 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.

Rental Party has read and fully understands and has voluntarily signed this Agreement. Rental Party understands that this is a legal document and has had the opportunity to consult legal counsel or by signing below waives the right to do so. Rental Party shall be considered the legally responsible party for compliance with all rules and regulations of the District. Failure to fully comply with the terms and conditions of this Agreement and all rules and regulations of the District may result in the forfeiture of the Deposit and the Rental Party's ability to rent facilities in the future.

BY MY SIGNATURE BELOW, I HEREBY SWEAR TO HAVE READ AND UNDERSTAND, AND AGREE TO COMPLY WITH, THIS CLUBHOUSE RENTAL AGREEMENT, AND HAVE READ, AM FAMILIAR WITH, AND AGREE TO ABIDE BY ALL RULES AND REGULATIONS OF THE DISTRICT.

X

(Rental Party Signature) Date

(District Staff Signature) Date

X

(Rental Party Name)

(District Staff Print Name)

Comments:

OWNER CERTIFICATION (if applicable)

I, _____, THE OWNER OF THE PROPERTY LOCATED AT _____, GIVE PERMISSION FOR MY RENTER TO USE THE CLUBHOUSE AND UNDERSTAND THAT ANY DAMAGES, LIABILITIES, ETC. ARE ULTIMATELY MY RESPONSIBILITY.

SIGNATURE: _____ **DATE:** _____

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Rock Solid Services, LLC d/b/a Big Sky Bounce
Title of Agreement/Contract: Inflatable Jump Unit Rental Services for July 4, 2023
Agreement/Contract Date: June 8, 2023

This Contract (“Agreement”) is made by and between Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and the above-referenced contractor, provider, or other consultant (the “Contractor”).

Introduction. The District and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the “**Services**”): (a) in a first-class 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 specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. 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 herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. 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.

3. Repairs/Claims. The Contractor shall notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the District’s option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents, or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers’ compensation benefits or unemployment insurance benefits and the District will 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. 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.

5. 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. 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.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) 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; \$1,000,000 Personal & Advertising Injury, and (ii) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. 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 Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly 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. The Contractor is not obligated to indemnify the District for the District's own negligence. 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 worker's compensation acts, disability acts, or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon fourteen (14) days' prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, 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. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. 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 obligations of the District under this Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the District's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. 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 §§ 24-10-101, *et seq.*, C.R.S.

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then-current fiscal period.

13. Negotiated Provisions. 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 substantially and materially to the preparation of this Agreement.

14. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. 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.

15. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments.

16. Counterpart Execution. 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.

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.

District:	Contractor:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A
Scope of Services/Compensation Schedule

**** RENTAL AGREEMENT/INVOICE ****

RENTAL DATE:	7-4-23	RENTAL:	\$920
LESSOR:	Big Sky Bounce	DEL. SETUP:	\$75
LESSEE:	Leyden Rock	TAX:	
ADDRESS:	17685 W 83 rd , Arvada, CO	DEPOSIT:	
	80007	TOTAL DUE:	\$995
		CC 3.5%	

license #			
START TIME:	9	END TIME:	11
HOME #	720-765-4668- CHRISTINE AHERN		
SIGNATURE:			ALT #
DELIVERED BY:		GRASS:	PAVEMENT: X

Slide (\$325)	G	Gen (\$125)		sandbags	G		G		G
Foam Party (\$350)									
Staff 2 x \$30 per hour		Tarps and Sandbags Needed							

- EQUIPMENT, RENT AND TERMS OF RENTAL AGREEMENT:** The Undersigned, as Lessee, hires from Big Sky Bounce, as Lessor, one jump unit, I.D. No: _____, Blower I.D. No: _____. The Rental Fee as stated above is payable in advance from the time of commencement, Start Time to End Time.
- DELIVERY:** To the street address specified above by Lessee (Customer). Lessee grants Lessor right to enter the property at the said street address ("Delivery Address") for the delivery and subsequent pick up of the JUMP unit at the specified time.
- TRANSPORTATION EXPENSE:** Except as provided herein, all charges in delivering and subsequent pick up of the JUMP unit with respect to the Delivery Address is included in the Rental Fee noted above. In the event that the JUMP unit is not returned at the appointed time by Lessee to Lessor then a \$50.00 Transportation Fee shall be automatically imposed.
- GENERAL RULES TO FOLLOW DURING USE OF THE JUMP UNIT:**
 - Only compatible age groups and size shall play on the JUMP unit at the same time. The maximum number of riders of each group that should play in the JUMP unit at one time is:

Unit Size	Children 8 & Under	Children 9 To 12	Older Teens	Adults
10 X 10	5 6	NONE	NONE	NONE
13 X 13	8	5 6	3 4	3
15 X 15	10	6 - 8	4 - 5	4

- All riders **MUST REMOVE SHOES** before playing in the JUMP unit.
- To avoid neck and back injuries, **FLIPS ARE NOT ALLOWED.**
- Absolutely no "Silly String", gum, candy, food or other sticky substances are allowed in the JUMP unit. If upon pick up, such cleaning is required then a \$50.00 cleaning fee shall be automatically imposed.

DO NOT MOVE the JUMP unit from the place where it was installed. If the JUMP unit moves, pull the corner back to its original location of installation.

By my signature. I accept the terms of this Rental Agreement.

Lessee:



Independent Contractor Status Form

According to the Colorado Department of Labor and Employment a person is an independent contractor if both of the following statements are true.

- The person is free from the business' control and direction over how the service is performed AND
- The person is customarily engaged in an independent trade, occupation, profession or business related to the service being performed.

If a person is recognized as an independent contractor they can elect to exempt themselves from Workers' Compensation coverage. However if an independent contractor has hired employees, the independent contractor is responsible for providing Worker's Compensation insurance for those employees. It is important for your district to verify insurance coverage by requesting a certificate of insurance from the contractor's insurance company. Notification of any changes in coverage may also be requested of the insurer. If the contractor does not have Workers' Compensation insurance for its employees throughout the duration of the work being done for the district, the district that hired the contractor can be held responsible for the Workers' Compensation insurance for the contractor's employees.

We certify UNDER PENALTY OF PERJURY that: (Name and Trade Name) Rock Solid Services
performing (type of work) Install Reels
Federal Employer Identification Number: 20-4402496
Address: 1371 C&H Circle C&H Rock CO 80109
Is an independent contractor (IC) and is not an employee of the following district: Layden Rock Metropolitan

District _____
Address: _____ Coverage #: _____ Phone: _____

1. The Independent Contractor Understands by signing this agreement that he/she:
 - Will not be entitled to any Workers' Compensation benefits in the event of an injury.
 - Is obligated to pay all federal and state income tax on all money earned while performing services for the district.
 - Is required to provide Workers' Compensation insurance for all workers that he/she hires.

[Signature] _____ Date 3/7/22
Signature of Independent Contractor _____

For more information regarding Independent Contractors please visit the Colorado Department of Labor & Employment website at <http://www.coworkforce.com/dwc/whatis/EmployerWhats.asp>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2023

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).

PRODUCER: AssuredPartners Great Plains, LLC
INSURED: Rock Solid Services LLC dba Big Sky Bounce and dba Run4Funds
CONTACT NAME: Pattl Rangel
PHONE (A/C No. Ext): 563-556-0272
FAX (A/C No.): 563-556-4425
E-MAIL ADDRESS: pattl.rangel@assuredpartners.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Cincinnati Specialty Underwriters Insurance Compan
INSURER B: Great American Insurance Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1910123154

REVISION NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

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

The Certificate Holder is listed as Additional Insured on the above General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

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

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

Sanders Swift

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Rock Solid Services

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1371 Colt Circle

6 City, state, and ZIP code
Castle Rock CO 80109

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number


20	-	44	02496
----	---	----	-------

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ 

Date ▶ **6/7/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Sherri MacLean d/b/a Fantastic Facepainting

Title of Agreement/Contract: Face Painting Services for July 4, 2023

Agreement/Contract Date: June 8, 2023

This Contract (“Agreement”) is made by and between Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and the above-referenced contractor, provider, or other consultant (the “Contractor”).

Introduction. The District and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the “**Services**”): (a) in a first-class 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 specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. 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 herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. 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.

3. Repairs/Claims. The Contractor shall notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the District’s option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents, or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers’ compensation benefits or unemployment insurance benefits and the District will 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. 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.

5. 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. 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.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) 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; \$1,000,000 Personal & Advertising Injury, and (ii) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. 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 Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly 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. The Contractor is not obligated to indemnify the District for the District's own negligence. 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 worker's compensation acts, disability acts, or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon fourteen (14) days' prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, 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. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. 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 obligations of the District under this Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the District's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. 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 §§ 24-10-101, *et seq.*, C.R.S.

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then-current fiscal period.

13. Negotiated Provisions. 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 substantially and materially to the preparation of this Agreement.

14. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. 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.

15. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments.

16. Counterpart Execution. 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.

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.

District:	Contractor:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A
Scope of Services/Compensation Schedule



"We specialize in the need for speed by offering Fantastic Facepainting that can move any line fast and efficiently!"

FANTASTIC FACEPAINTING

"Where our #1 goal is to help make your event a great success!"

We serve: • All throughout • CO • info@fantastic-facepainting.com
Tel: (303) 910-8817 Fax: http://www.Fantastic-Facepainting.com

Performance Agreement

This is a Performance Agreement between FANTASTIC FACEPAINTING ("FF") and:

Christine Ahern
Leyden Rock Metro District ("Client")
17685 W 83rd Drive Arvada, CO 80007

Email: christine.ahern@advancehoa.com Web:

FF will provide services at the following time and location:

Jul 4, 2023 - Tuesday, 9:00am to 11:00am
17685 W 83rd Drive, in Arvada, CO, 80007

FF will provide:

Item	Rate
Professional, Insured Facepainter 1 of 4 Artist offering half face desings in red, white and blue.	\$250.00
Professional, Insured Facepainter 2 of 4 Artist offering half face desings in red, white and blue.	\$250.00
Professional, Insured Facepainter 3 of 4 Artist offering half face desings in red, white and blue.	\$250.00
Professional, Insured Face Painter 4 of 4 Artist offering half face desings in red, white and blue.	\$250.00

Notes:

Do you want adults to be painted to? Yes, only if there is time.
What other artists will be at your event? (We ask this so there is no conflict with design choices for line management). Fantastic Facepainting is the only entertainment we are hiring for our event.
Tipping: Fantastic Facepainting will pay the artist directly, feel free to tip directly at the event if you choose to.
.): Yes, it is okay for the artist to put out a tip jar.
Entertainment Start Time: 9am-11am (2 hours)
Event Name: Leyden Rock July 4th celebration
If your event is taking place in a park, please provide us with the exact name of the park and pavilion to ensure accurate directions for artist.
Event Location - Shade coverage and table provided by client.: The event will be at our business (outside) with a table and SECURED, level tent coverage provided by the client for the artist(s).
Payment choice: Check (Made out to Fantastic Facepainting), due 3 days before the event.
Event Street Address: 17685 W 83rd Drive, Arvada, CO 80007
Is your event indoors or outdoors? outdoors
Ages of Kids Attending (age range okay) All
If your event is outdoors and the temperature drops below 57 degrees, will you be able to put the artist

indoors, in a heated building?yes

Lighting Options: No, our event is during the day and there is plenty of light.

Will this event be attended by: Mix of both boys and girls.

Special Instructions for Parking: please park on street along circle

Please ask any questions here. Once we receive your form, we will email your invoice link. :)

Fee Info:

Client will provide a total of \$1,000.00 by Jul 4, 2023.

Payment Summary:

Total: \$1,000.00

PAYMENT OPTIONS

- 1) Please send payment to:
Fantastic Facepainting: 4835 W. 127th Place, Broomfield, CO 80020
- 2) Zelle: 303-910-8817

Agreement Terms

- 1) Client may be requesting a Professional, Insured artist for:
 - Full or Half face painting designs
 - Caricatures - Black and white, unless other specified
 - Balloon Twisting - Simple or complex designs depending on info from Event Information Form
 - Glitter Tattoos
 - Henna Artist
- * Designs are for both boys and girls or adults, depending on info from the Event Information Form.
- 2) Breaks: Bathroom breaks when needed.
- 3) Limitations on Artwork (for facepainting): Artist will not paint on any part of the body that is not legal to expose, or anyplace she does not feel comfortable painting. Artist will not paint any design or wording that is obscene, offensive or defies good taste.
- 4) Artist Cancellation Conditions: Artist has the right to cease working and leave without refunding any monies if there are extreme adverse weather conditions that make it unsafe for the artist to work.
- 5) Customer Cancellation Conditions: If there is a cancellation of this contract at any time before the date of event, FANTASTIC FACEPAINTING shall be entitled to recover 50% of the fee set forth.
- 6) Safety: For safety reasons, Artist will not paint children under 2 years old.
- 7) Sanitary: For sanitary reasons, Artist will not paint anyone who is or appears to be sick or suffering from: cold sores; conjunctivitis; any infectious skin condition; eczema or open wounds. Artist will provide a Health and Safety Sign at every event.
- 8) Temperature: If temperatures drop below 58 degrees, artist(s) will need to be moved to a heated building. If artist is working outside, the event host will need to provide tent coverage to be protected from sun exposure.
- 9) WIND CLAUSE: In the event of windy conditions during the artist(s) performance, it is recommended to provide a tent with walls for their setup, rather than a pavilion. Wind and supplies can pose a challenge to the artist(s) as they may spend more time trying to prevent hair, supplies, and equipment from flying away, which can detract from their ability to focus on face painting, ballooning, and other activities. While face painters typically carry walls with them, these may not be sufficient for use at a large pavilion. Therefore, in the event of windy conditions, a tent with walls is the best option to ensure a successful and uninterrupted performance.
- 10) Event host will provide secured and weighted shade coverage, on a flat surface, and a table for the artist.
- 11) Payment will need to be made 3 days prior to the event date, unless you've made other arrangements with Fantastic Facepainting. If sending a check, please allow time for mailing so it arrives 3 days prior to the event. For payment, we accept
 - 1. Checks made out to Fantastic Facepainting. Sent to:
Fantastic Facepainting
4835 W. 127th Place, Broomfield, CO 80020
 - 2. Venmo (@Sherri-MacLean-1 3. Zelle: 303-910-8817

Thank you so much for choosing Fantastic Facepainting for your event. Our #1 goal is to help make it a great success!

As agreed

FANTASTIC FACEPAINTING

Jun 8, 2023
Date

Christine Ahern
Leyden Rock Metro District

Date



Independent Contractor Status Form

According to the Colorado Department of Labor and Employment a person is an independent contractor if both of the following statements are true.

- The person is free from the business' control and direction over how the service is performed AND
- The person is customarily engaged in an independent trade, occupation, profession or business related to the service being performed.

If a person is recognized as an independent contractor they can elect to exempt themselves from Workers' Compensation coverage. However if an independent contractor has hired employees, the independent contractor is responsible for providing Worker's Compensation insurance for those employees. It is important for your district to verify insurance coverage by requesting a certificate of insurance from the contractor's Insurance company. Notification of any changes in coverage may also be requested of the insurer. If the contractor does not have Workers' Compensation insurance for its employees throughout the duration of the work being done for the district, the district that hired the contractor can be held responsible for the Workers' Compensation insurance for the contractor's employees.

We certify UNDER PENALTY OF PERJURY that: (Name and Trade Name) Sherril MacLean Fantastic facepainting
performing (type of work) Professional facepainting, balloon twisting, glitter tattoos
Federal Employer Identification Number: 42-1721400 Calligraphy, Henna
Address: 4835 W. 127th place, Broomfield, CO 80020
Is an independent contractor (IC) and is not an employee of the following district: Leyden Rock Metropolitan District

Address: 17685 W. 83rd Dr. Arvada, CO 80007 Coverage #: _____ Phone: _____

1. The Independent Contractor Understands by signing this agreement that he/she:

- Will not be entitled to any Workers' Compensation benefits in the event of an injury.
- Is obligated to pay all federal and state income tax on all money earned while performing services for the district.
- Is required to provide Workers' Compensation insurance for all workers that he/she hires.

Sherril MacLean
Signature of Independent Contractor

June 8, 2023
Date

For more information regarding Independent Contractors please visit the Colorado Department of Labor & Employment website at <http://www.coworkforce.com/dwc/whatIs/EmployerWhatIs.asp>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/06/2023

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 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).

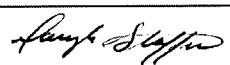
PRODUCER Veracity Insurance Solutions, LLC. 260 South 2500 West, Suite 303 Pleasant Grove UT 84062	CONTACT NAME: BWI Program Support PHONE (A/C, No, Ext): (877) 536-7290 FAX (A/C, No): 801-763-1374 E-MAIL ADDRESS: info@insurebodywork.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Great American Alliance Insurance Company NAIC #: 26832 INSURER B: INSURER C: INSURER D: INSURER E:
INSURED Sherri MacLean, DBA Fantastic Facepainting 4835 W. 127th Place Broomfield CO 80020	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PLE703135-BWI338522	06/12/2022	06/12/2023	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ INCLUDED
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 3,000,000
	ANY AUTO						ANIMAL BAILEE \$
	ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS						BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						\$
	OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	CLAIMS-MADE						\$
	OED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
A	Professional Liability	<input checked="" type="checkbox"/>		PLE703135-BWI338522	06/12/2022	06/12/2023	E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 It is understood and agreed that the Certificate Holder is named as Additional Insured per attached CG 20 26 (Ed. 04 13) - Additional Insured - Designated Person or Organization subject to all policy terms, conditions, and exclusions.

CERTIFICATE HOLDER Leyden Rock Metro District c/o Advance HOA Management 17685 W 83rd Drive Arvada, CO 80007	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 
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ACORD 25 (2014/01)
INS025 (201401)

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Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sherri MacLean	
2 Business name/disregarded entity name, if different from above Fantastic Facepainting	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see Instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 4835 W. 127th Place	Requester's name and address (optional)
6 City, state, and ZIP code Broomfield, CO 80020	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
4 2 - 1 7 2 1 4 0 0	

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Sherri MacLean</i>	Date ▶ 1/26/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Neslen Enterprises, llc d.b.a. FunFlicks of Colorado
Title of Agreement/Contract: Movie Night Equipment Rental
Agreement/Contract Date: June 9, 2023

This Contract (“Agreement”) is made by and between Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and the above-referenced contractor, provider, or other consultant (the “Contractor”).

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1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the “**Services**”): (a) in a first-class 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 specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

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3. Repairs/Claims. The Contractor shall notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the District’s option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents, or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers’ compensation benefits or unemployment insurance benefits and the District will 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. 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.

5. 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. 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.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) 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 law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) 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 \$1,000,000 combined single limit bodily injury and property damage, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. 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 Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly 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. The Contractor is not obligated to indemnify the District for the District's own negligence. 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 worker's compensation acts, disability acts, or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon ten (10) days' prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, 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. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. 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 obligations of the District under this Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the District's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. 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 §§ 24-10-101, *et seq.*, C.R.S.

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then-current fiscal period.

13. Negotiated Provisions. 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 substantially and materially to the preparation of this Agreement.

14. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. 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.

15. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments.

16. Counterpart Execution. 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.

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.

District:	Contractor:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A
Scope of Services/Compensation Schedule



The Nation's Leader in Outdoor Movie Entertainment

Invoice

Date: 6/9/2023

Contract ID #Leyden Rock 2023

To Christine Ahern
 Leyden Rock
 17685 W 83rd Drive
 Arvada, CO
 80007

Salesperson	Job	Scope	Payment Terms
Maurielle Whalen		Screen Rental	50% reserves dates

Qty	Date(s)	Description	Unit Price	Line Total
1	6/10	21-ft (16x9 Viewable) Premiere Movie Screen (weekend)	\$699	\$699
1	6/10	Small generator	\$125	\$125
1	6/10	Weights (150 per corner)	\$100	\$100
1		Distance Charge	\$65	\$65
			Subtotal	\$989
<ul style="list-style-type: none"> Multiple events Discount 			Discount	-\$184.80
			Total	\$804.20

Make all checks payable to FunFlicks

Thank you for your business!

FunFlicks 645 Azalea St, Brighton, CO, 80601 Phone (720) 288-1302 Curtis@funflicks.com



The Nation's Leader in Outdoor Movie Entertainment

Invoice

Date: 6/9/2023

Contract ID #Leyden Rock 2023

To Christine Ahern
 Leyden Rock
 17685 W 83rd Drive
 Arvada, CO
 80007

Salesperson	Job	Scope	Payment Terms
Maurielle Whalen		Screen Rental	50% reserves dates

Qty	Date(s)	Description	Unit Price	Line Total
1	9/8	21-ft (16x9 Viewable) Premiere Movie Screen (weekend)	\$699	\$699
1	9/8	Small generator	\$125	\$125
1	9/8	Weights (150 per corner)	\$100	\$100
1		Distance Charge	\$65	\$65
			Subtotal	\$989
<ul style="list-style-type: none"> Multiple events Discount 			Discount	-\$184.80
			Total	\$804.20

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Invoice

The Nation's Leader in Outdoor Movie Entertainment

Date: 6/9/2023

Contract ID #Leyden Rock 2023

To Christine Ahern
 Leyden Rock
 17685 W 83rd Drive
 Arvada, CO
 80007

Salesperson	Job	Scope	Payment Terms
Maurielle Whalen		Screen Rental	50% reserves dates

Qty	Date(s)	Description	Unit Price	Line Total
1	7/14	16 ft (12x9 viewable) Backyard Movie Screen (weekend poolside)	\$449	\$449
1		Distance Charge	\$65	\$65
			Subtotal	\$514
<ul style="list-style-type: none"> Multiple events Discount 			Discount	-\$89.80
			Total	\$424.20

Make all checks payable to FunFlicks

Thank you for your business!

FunFlicks 645 Azalea St, Brighton, CO, 80601 Phone (720) 288-1302 Curtis@funflicks.com



Invoice

The Nation's Leader in Outdoor Movie Entertainment

Date: 6/9/2023

Contract ID #Leyden Rock 2023

To Christine Ahern
 Leyden Rock
 17685 W 83rd Drive
 Arvada, CO
 80007

Salesperson	Job	Scope	Payment Terms
Maurielle Whalen		Screen Rental	50% reserves dates

Qty	Date(s)	Description	Unit Price	Line Total
1	8/12	16 ft (12x9 viewable) Backyard Movie Screen (weekend poolside)	\$449	\$449
1		Distance Charge	\$65	\$65
			Subtotal	\$514
<ul style="list-style-type: none"> Multiple events Discount 			Discount	-\$89.80
			Total	\$424.20

Make all checks payable to FunFlicks

Thank you for your business!

FunFlicks 645 Azalea St, Brighton, CO, 80601 Phone (720) 288-1302 Curtis@funflicks.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/2023

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).

PRODUCER JNR Insurance Agency, LLC 21 N 1st Avenue Suite 140 Brighton CO 80601	CONTACT NAME: Gregory Mills PHONE (A/C, No, Ext): (303) 659-5200 FAX (A/C, No): (303) 496-7200 E-MAIL ADDRESS: rachel@jnrinsuranceagency.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>NAUTILUS INSURANCE COMPANY</td> <td>17370</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	NAUTILUS INSURANCE COMPANY	17370	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	NAUTILUS INSURANCE COMPANY	17370																			
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Neslen Enterprises LLC dba Funflicks of Colorado 645 Azalea St Brighton CO 80601																					


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NN1300715	08/06/2022	08/06/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER**CANCELLATION**

Leyden Rock Metro District c/o Advance HOA 17685 W 83rd Dr Arvada CO 80007	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 
--	---

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Independent Contractor Status Form

According to the Colorado Department of Labor and Employment a person is an independent contractor if both of the following statements are true.

- The person is free from the business' control and direction over how the service is performed AND
- The person is customarily engaged in an independent trade, occupation, profession or business related to the service being performed.

If a person is recognized as an independent contractor they can elect to exempt themselves from Workers' Compensation coverage. However if an independent contractor has hired employees, the independent contractor is responsible for providing Worker's Compensation insurance for those employees. It is important for your district to verify insurance coverage by requesting a certificate of insurance from the contractor's insurance company. Notification of any changes in coverage may also be requested of the insurer. If the contractor does not have Workers' Compensation insurance for its employees throughout the duration of the work being done for the district, the district that hired the contractor can be held responsible for the Workers' Compensation insurance for the contractor's employees.

We certify UNDER PENALTY OF PERJURY that: (Name and Trade Name) Funflicks of Colorado
performing (type of work) Movie Nights

Federal Employer Identification Number: 85-2146053

Address: 645 Azalea St, Brighton CO 80601

Is an independent contractor (IC) and is not an employee of the following district: Leyden Rock Metropolitan District

Address: _____ Coverage #: _____ Phone: _____

1. The Independent Contractor Understands by signing this agreement that he/she:

- Will not be entitled to any Workers' Compensation benefits in the event of an injury.
- Is obligated to pay all federal and state income tax on all money earned while performing services for the district.
- Is required to provide Workers' Compensation insurance for all workers that he/she hires.

Curtis Neslen

Signature of Independent Contractor

4-22-2022

Date

For more information regarding Independent Contractors please visit the Colorado Department of Labor & Employment website at <http://www.coworkforce.com/dwc/whatis/EmployerWhatIs.asp>

Leyden Rock Metropolitan District
Interim Claims 04/11/23 - 06/08/23

Process Date	Vendor	Invoice Number	Amount
04/26/23	CliftonLarsonAllen, LLP	3612753	(2,695.44)
04/26/23	White, Bear & Ankele PC	27289	(21,683.10)
06/05/23	CliftonLarsonAllen, LLP	3649612	(6,154.46)
06/05/23	Special District Association	35102	(1,237.50)
06/05/23	White, Bear & Ankele PC	27778	(15,076.34)
06/05/23	Winzenburg, Leff, Purvis & Payne, LLP	686185	(238.00)
			<u>(47,084.84)</u>

LEYDEN ROCK METROPOLITAN DISTRICT
Schedule of Cash Position
March 31, 2023
Updated as of June 8, 2023

	General Fund	Debt Service Fund	Fee Operations Fund	Capital Projects Fund	Total Funds
<u>First Bank - Checking</u>					
Balance as of 03/31/23	\$ 17,269.29	\$ -	\$ -	\$ 92,105.22	\$ 109,374.51
Subsequent activities:					
4/5/2023 Transfer from CSAFE	251,125.00	-	-	-	251,125.00
4/10/2023 Transfer to CCMC	(251,125.00)	-	-	-	(251,125.00)
4/12/2023 Transfer from CSAFE	25,000.00	-	-	-	25,000.00
4/26/2023 Bill.com Payments	(24,378.54)	-	-	-	(24,378.54)
5/11/2023 Transfer from CSAFE	30,000.00	-	-	-	30,000.00
6/5/2023 Bill.com Payments	(22,706.30)	-	-	-	(22,706.30)
Anticipated activities:					
Anticipated Bill.com Payments	-	-	-	(37,985.14)	(37,985.14)
Requisition No. 7	-	-	-	84,504.79	84,504.79
Anticipated Balance	\$ 25,184.45	\$ -	\$ -	\$ 138,624.87	\$ 163,809.32
<u>CSAFE</u>					
Balance as of 03/31/23	\$ 650,409.19	\$ 4,000.00	\$ -	\$ -	\$ 654,409.19
Subsequent activities:					
4/5/2023 Transfer to 1st Bank	(251,125.00)	-	-	-	(251,125.00)
4/10/2023 Property/SO tax	45,098.81	66,749.82	-	-	111,848.63
4/12/2023 Pledged Revenue Transfer	-	(70,749.82)	-	-	(70,749.82)
4/12/2023 Transfer to 1st Bank	(25,000.00)	-	-	-	(25,000.00)
4/30/2023 Interest Income	1,844.41	-	-	-	1,844.41
5/10/2023 Property/SO tax	85,404.95	126,402.23	-	-	211,807.18
5/11/2023 Transfer to 1st Bank	(30,000.00)	-	-	-	(30,000.00)
5/26/2023 Pledged Revenue Transfer	-	(126,402.23)	-	-	(126,402.23)
5/31/2023 Interest Income	2,280.56	-	-	-	2,280.56
Anticipated Balance	\$ 478,912.92	\$ -	\$ -	\$ -	\$ 478,912.92
<u>CCMC - Total Cash</u>					
Balance as of 03/31/23	\$ -	\$ -	\$ 119,419.28	\$ -	\$ 119,419.28
Subsequent activities:					
4/10/2023 Transfer from First Bank	-	-	251,125.00	-	251,125.00
Anticipated Balance	\$ -	\$ -	\$ 370,544.28	\$ -	\$ 370,544.28
<u>UMB - 2021 Bond Fund</u>					
Balance as of 03/31/23	\$ -	\$ 1,186,442.98	\$ -	\$ -	\$ 1,186,442.98
Subsequent activities:					
4/12/2023 Pledged Revenue Transfer	-	70,749.82	-	-	70,749.82
4/30/2023 Interest Income	-	2,883.13	-	-	2,883.13
5/30/2023 Pledged Revenue Transfer	-	126,402.23	-	-	126,402.23
5/31/2023 Interest Income	-	4,818.91	-	-	4,818.91
6/1/2023 DS Payment	-	(875,550.00)	-	-	(875,550.00)
Anticipated activities:					
Anticipated DS Payment	-	(875,550.00)	-	-	(875,550.00)
Anticipated Balance	\$ -	\$ (359,802.93)	\$ -	\$ -	\$ (359,802.93)
<u>UMB - 2021 Project Fund</u>					
Balance as of 03/31/23	\$ -	\$ -	\$ -	\$ 4,464,992.51	\$ 4,464,992.51
Subsequent activities:					
4/30/2023 Interest Income	-	-	-	17,272.35	17,272.35
5/31/2023 Interest Income	-	-	-	17,498.80	17,498.80
Anticipated Balance	\$ -	\$ -	\$ -	\$ 4,499,763.66	\$ 4,499,763.66
Anticipated Balances	\$ 504,097.37	\$ (719,605.86)	\$ 370,544.28	\$ 4,638,388.53	\$ 4,793,424.32

Yield information (as of 05/31/23):

CSAFE - 5.08%

UMB invested in Goldman Sachs Govt Fund - 4.93%

**LEYDEN ROCK
POOL AND CLUBHOUSE USE POLICY
(Updated as of June 20, 2023)**

Preamble

The Board of Directors of the Leyden Rock Metropolitan District (the “District”) has adopted the following Policies and Procedures Governing the Leyden Rock Metropolitan District Recreation Amenities (the “Policies”) pursuant to § 32-1-1001(1)(m), C.R.S., dated December 5, 2016 and as amended and/or updated from time to time, to provide for the orderly and efficient conduct of construction, management, operation and control of the public facilities and services of the District. The District, pursuant to the provisions of its Service Plan, has caused to be constructed certain recreation amenities including the Leyden Rock Clubhouse and Leyden Rock Pool (collectively the “Recreation Amenities”).

All references herein to the “District Representative” or “District Representatives” shall refer to any independent contractor engaged by the District to perform such services, with and to the extent authorized by the District, by contract or other valid allocation of authority.

Article I

ACCESS TO AND USE OF THE RECREATION AMENITIES

1.1 Persons within District Boundaries. All residents and property owners of property within the legal boundaries of the District, as amended from time to time (“Property Owners” in relation to those who own property in the District and “District Residents” in relation to those who reside in the District but do not own property in the District, such as tenants or occupants of Property Owners), shall be entitled to use the Recreation Amenities as permitted in these Policies and any others that may be adopted by the Boards of Directors of the District. All persons claiming status as a District Resident or Property Owner shall present proof of such residency or property ownership to the District Representative upon submission of the Recreation Amenities Use Form in order to receive pool fobs for use of the Recreation Amenities. Acceptable proof of residency or property ownership shall include, but not be limited to, a valid Colorado driver’s license or identification issued by the Colorado Department of Motor Vehicles showing an address in the District or a deed or lease for any such property. The District Representative shall accept or reject any such proof of residency or property ownership in its discretion. Use of the Recreation Amenities by District Residents and Property Owners is subject to timely payment of all District fees, charges and taxes by the Property Owner. In the event that such fees, charges and taxes are not timely paid by any Property Owner, such Property Owner or any District Resident residing in such Property Owner’s property within the District, as applicable, shall not be issued pool fobs or otherwise be entitled to use of the Recreational Amenities, and any privileges for use of the Recreation Amenities pursuant to any previously issued fobs shall be suspended or revoked in the District’s discretion. Each property within the District shall be entitled to the issuance of two pool fobs at no charge. If a Property Owner has leased the property owned by the Property Owner to another (i.e., to a District Resident), the property shall still be entitled to only two pool fobs at no charge. Any additional pool fobs requested may be issued only upon

completion of the required forms and the payment of the applicable fee for additional fobs as set forth on the Pool Fob Request Form attached hereto as **Exhibit C**.

1.2 Persons without the District Boundaries. All persons not residing or owning property within the boundaries of the District (“Non-District Users”), may be entitled to use the Recreation Amenities as permitted herein. Charges for use of the Recreation Amenities by Non-District Users shall be Nine Hundred Dollars (\$900.00) per year per household, as may be subsequently amended from time to time by the Board. The Board has determined this fee reasonably estimates the annual mill levy payments and other annual fees such Non-District Users would be responsible for if they were District Residents or Property Owners. All persons desiring access to the Recreation Amenities under this Section shall pay in full all applicable annual charges and fees prior to being allowed access to the Recreation Amenities for the year in question. All Non-District Users wishing to use the Recreation Amenities shall comply with the Policies set forth in section 1.3 of this Article. The District retains the right to limit access to the Recreation Amenities for Non-District Users and their Additional Authorized Users (as defined in Section 1.3 below) based upon the safe and reasonable capacity of the Recreation Amenities, as determined by the District in its discretion. Use of the Recreation Amenities by Non-District Users and their Additional Authorized Users shall be allowed on a first-come, first-serve basis in the event of any such limitations.

1.3 Use of the Recreation Amenities. All District Residents, Property Owners and Non-District Users desiring to use the Recreation Amenities (collectively, “Users”) shall be required to complete the District Amenities Use Form in substantially the form attached hereto as **Exhibit A** and the Waiver and Consent Form in substantially the form attached hereto as **Exhibit B**, each as may be amended from time to time, for submission to the District Representative. Users must submit an updated District Amenities Use Form to the District Representative when any of the User’s information on the Property Owner/District Resident Form changes. Users may designate other persons over the age of 18 who are authorized to access the Recreation Amenities using the User’s fob(s) (“Additional Authorized Users”) by listing the same on the User’s District Amenities Use Form. Such Additional Authorized Users may include, but are not necessarily limited to, adult children, regularly employed caregivers, grandparents, grandchildren, or others residing with the User. All Additional Authorized Users shall be required to complete the Waiver and Consent Form in substantially the form attached hereto as **Exhibit B**, as amended from time to time, for submission to the District Representative. A Waiver and Consent Form must be signed by all Users and Additional Authorized Users over the age of 18, individually, and by parents or legal guardians on behalf of all individuals under the age of 18. Requests for pool fobs shall be submitted by any User on the Pool Fob Request Form in substantially the form attached hereto as **Exhibit C**. Upon adequate completion of all required forms, Users shall be issued two pool fobs per household at no charge by the District Representative. Users and Additional Authorized Users may be requested, at any time, to demonstrate their eligibility to use the Recreation Amenities, and may be required to present their pool fob to the District Representative. Any User or Additional Authorized User who refuses, upon request to present their pool fob may have their Recreation Amenities privileges revoked and subjected to further review by the District. The District Representative will charge a reasonable fee for replacement pool fobs. Lost pool fobs must be reported immediately to the District Representative, and replacement pool fobs will also be subject to a replacement fee.

All pool fobs issued by the District Representative are the sole property of the District and may not legally be assigned, sold, loaned or otherwise transferred without the prior written authorization of the District Representative. Any transfer without the District Representative's approval shall be void and the District shall retain the right to suspend or revoke any User's or Additional Authorized User's privileges to the Recreation Amenities for such violation. If at any time, a District Resident or Property Owner moves outside of District boundaries or ceases to own property therein, s/he shall promptly notify the District Representative. Any such person may continue to use the Recreation Amenities as a Non-District User by complying with Section 1.2 of these Policies.

1.4 Guests of Users. Each User shall be allowed five (5) guests per day per household for use of the Recreation Amenities unless prior permission is granted by the District Representative, at least 48-hours in advance, for additional guests. All guests must be accompanied by the User at all times during their use of the Recreation Amenities. Except as provided in Section 3.6, all guests under the age of 18 must be accompanied by a User over the age of 18. All Users shall be responsible for their guests' actions, and shall be jointly and severally liable with such guest for any damages caused by such guest to the Recreation Amenities.

1.5 Hours of Operation. The Recreation Amenities facilities shall have the following hours and dates of operation:

The Pool shall be open from Memorial Day through Labor Day. Pool hours are subject to change without notice.

Access to the Clubhouse shall be allowed for Users year-round pursuant to these Policies.

The hours of operation of the Recreation Amenities shall be subject to seasonal adjustments or changes deemed necessary and appropriate by the District in its discretion. Users may contact the District Representative to obtain up to date information relating to the hours of operation for any of the Recreation Amenities. Additionally, the District reserves the right to close any Recreation Amenity due to weather conditions, preparation for major events, temporary staffing problems or other reasons. Any such required closing will not result in any adjustments to User fees.

1.6 Commercial Use. The Recreation Amenities will not be permitted for commercial activities or other private business enterprise except as specifically provided for in these Policies. Events of a commercial nature may be held at the Clubhouse provided the User first submits an Application for Facility Use and completes a Clubhouse Rental Agreement in accordance with these Policies. Exterior signage and advertising of any kind shall not be permitted. Events held at the District's Clubhouse are intended for invited guests only and under no circumstances shall commercial activities be solicited to or made open to the public. Any User desiring to hold an event at the Recreation Amenities which is contrary to these Policies must submit a request in writing at least 30 days prior to the date of such event to the District for its consideration. The User must indicate how all safety requirements and other provisions of these Policies have been satisfied. The Board shall make a determination regarding such event at its next regularly scheduled meeting and shall inform the User in writing of its determination. All such requests are subject to the District's

discretion.

1.7. District Informal Committee Use. Events where at least one member of the Board of Directors is an attendee and where District business is conducted (“District Informal Committees”) may be held at the Clubhouse provided the User first submits an Application for Facility Use and completes a Clubhouse Rental Agreement in accordance with these Policies.

Article II

MISCELLANEOUS

2.1 Lost Articles. The District is not responsible for any lost or stolen articles or for accidents on the premises. All personal articles should be locked or secured as appropriate to avoid loss to the owner. There will be a collection spot for all lost articles designated in the Recreation Amenities. All lost articles which are not claimed may be donated to a non-profit collection agency on a monthly basis as determined at the District’s sole discretion.

2.2 Limitation of Liability of District. Use of the Recreation Amenities is at the sole risk of any User. Except as provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., the District shall not be responsible for any claims for damage by reason of any action or inaction of the District or its agents or representatives in connection with any of the Recreation Amenities.

2.3 Equipment. All equipment, supplies and other furnishings located in or around the Recreation Amenities are the property of the District and shall not be taken from the premises without prior written consent of the District Representative. Any violations may result in criminal prosecution by the District.

2.4 Smoking, Drugs and Alcohol. Smoking, tobacco and marijuana products and the use of illegal drugs shall not be permitted in or around the Recreation Amenities. Use of alcohol is permitted by adults over the age of 21 during certain special events with prior approval of the District Representative and in accordance with the requirements of these Policies. Alcohol is prohibited in the pool area at all times.

2.5 Weapons. No weapons of any kind shall be allowed on or around the Recreation Amenities, including, but not limited to, pocketknives or guns.

2.6 Food and Drink. Food and drink are permitted in the Recreation Amenities. Glass containers are absolutely prohibited in the pool area. Users must clean up after themselves.

2.7 Pets. Pets are not allowed in the Recreation Amenities, except service animals as defined by the laws of the State of Colorado. All service animals must be accompanied and must be on a leash. All Users are responsible for cleaning up after their service animal.

Article III

SWIMMING POOL

3.1 Pool Rules. Pool rules are posted in the swimming area and may be obtained directly from the District Representative. A list of pool rules and regulations is attached as **Exhibit D**.

3.2 Pool Attendant. The District shall contract with a pool consultant on an annual basis which shall be responsible for all aspects of operations and maintenance of the pool and pool area.

3.3 Lifeguards. Lifeguards are NOT provided by the District. Users acknowledge they utilize the pool facilities at their own risk. All Users must have a completed a Property Owner Waiver and Consent Form or Authorized Additional User Waiver and Consent Form on file with the District Representative.

3.4 Flotation Devices. No swimmers dependent upon any flotation device shall be permitted in the pool unless accompanied (in the water) and directly supervised by a responsible person.

3.5 Wading Pool. Children under the age of 7 using the wading pool shall at all times be directly supervised by a parent, legal guardian, other adult over the age of 18, or by a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors), as authorized by the parent or legal guardian. Any person not able to control his or her bodily functions must wear swim diapers beneath his or her bathing suit. No plastic, disposable or cloth diapers are permitted.

3.6 Children. No one 13 years of age and younger is allowed in the pool area unless accompanied by an adult over 18 years of age, or a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors). Children ages 14-17 may swim unsupervised if expressly authorized on a Minor Release Form. All minors will need to have a valid pool fob. If approved minors will be bringing guests that are between the ages of 14-17 without adult supervision, those minor guests also must have a Minor Release Form on file with the District before access will be granted to the pool. The Minor Release Form shall be submitted to the District Representative in substantially the form attached hereto as **Exhibit E**, as may be amended from time to time, prior to any use of the pool by children, as provided for in this Section.

An adult or a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors) must be in the pool and within reach of all children of non-swimming ability aged 9 and under.

Adult chaperones or minors aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors) are required to be in the pool area to supervise children aged 10-13, but are not required to be in the water if the children can swim.

Article IV

CLUBHOUSE

4.1 Use of the Clubhouse. The Clubhouse shall be available to all Users upon payment of the rental fee, security deposit and other fees set from time to time by the Board. The District may, in its discretion, decline rental of the Clubhouse for any event it deems to jeopardize the safety, health or welfare of the public. Rental of the facility includes the kitchen, common room, restrooms and exterior deck.

4.2 Capacity of Clubhouse. City of Arvada fire codes mandate that legal capacity of the Clubhouse be limited to one hundred twenty (120) persons. No rentals of the facility shall be allowed for greater than one hundred twenty (120) persons in attendance.

4.3 Security. Security personnel shall be required for all rentals during which sixty (60) or more persons will be present or for all rentals where alcohol will be present regardless of the number of attendees. Security personnel must be selected from a list of security personnel pre-approved by the District unless an alternate provider is screened and approved in writing by the District Representative prior to the scheduled rental. Approval of security personnel by the District does not constitute a warranty or guarantee of such security personnel's performance by the District. Notwithstanding the foregoing, no additional security personnel is required where the Rental Party is a governmental entity and security officers and/or law enforcement are attendees at the event.

4.4 Reservations. Users shall submit an Application for Facility Use (**Exhibit F**) for rental of the Clubhouse. Users must also complete a Clubhouse Reservation Agreement in substantially the form attached as **Exhibit G** and subject to the terms and conditions provided therein.

Article V

ENFORCEMENT

5.1 Disorderly or Offensive Conduct. The District and its Authorized Representatives may request any User to cease conduct that is:

1. In violation of District Policies;
2. Interferes with or is abusive toward any District Representative in the normal operation of the facility;
3. Interferes with any User, User's guest or other person's use or enjoyment of the facilities or is abusive to any such person; or

4. Criminal, tortuous, intimidating or threatening, or any behavior that might result in bodily harm or property damage.

In the event that the offending party fails to cease such conduct after being requested and warned to do so, the District Representative is authorized to use all reasonable means s/he deems necessary to stop such conduct, including, but not limited to, contacting local law enforcement, having the offending party removed from the Recreation Amenities and/or suspending the offending party's Recreation Amenities privileges. Any such suspension may be appealed first to the District Representative in writing. The District Representative will have fifteen (15) working days to investigate the incident and to make a decision. The District Representative shall notify the offending party in writing of their decision. The District Representative's decision may be appealed to the Board at the next regular District meeting. Any person refusing removal from the Recreation Amenities or attempting to enter or remain on the premises of the Recreation Amenities after their privileges have been revoked may be subject to arrest and prosecution for criminal trespass under Colorado law.

5.2 Violation of Recreation Amenities Policies. If anyone is found abusing the equipment, furniture or disobeying the Policies, disciplinary measures will be administered by any District Representative as follows without the necessity of any action of the Board:

- | | |
|-----------------|--|
| First offense: | Verbal warning |
| Second offense: | Restricted from the Recreation Amenities for two (2) weeks |
| Third offense: | Restricted from the Recreation Amenities for one (1) month |
| Fourth offense: | Restricted from the Recreation Amenities for one (1) year |

The Board shall be notified of all disciplinary measures by the District Representative and shall, in its discretion have the ability to impose other disciplinary measures as it deems appropriate at any point in time, which may include revocation of Recreation Amenities privileges for a User and/or User's family members. Any violations and disciplinary measures taken will be recorded in writing and kept on file by the District Representative. Offending parties may also be subject to other penalties and sanctions under Colorado law, including, but not limited to, prosecution under § 18-9-117, C.R.S. All violations may be reported to local law authorities as deemed necessary by the District Representative or the Board.

Additional fines, suspensions and other punitive measures may be imposed for violations of the terms of facility rental agreements.

EXHIBIT A
Recreation Amenities Use Form

**LEYDEN ROCK METROPOLITAN DISTRICT
PROPERTY OWNER FORM**

Property Address: _____

Out-of-District Address: (If Applicable) _____

Owner Last Name: _____ Owner First Name: _____

Home Phone: _____ Work/Cell Phone: _____

2nd Owner Last Name: _____ 2nd Owner First Name: _____

Home Phone: _____ Work/Cell Phone: _____

E-mail Address(s) for contact purposes: _____

Emergency Contact: _____ Telephone: _____
(Not Immediate Family)

NOTE: Minors must be accompanied by a Property Owner or another Additional Authorized User unless a Minor Release Form is on file with the District Manager.

ADDITIONAL AUTHORIZED USERS:

Includes: Adult Children (18+);
 Tenants/Renters;
 Regularly Employed Caregivers (Nannies/Babysitters);
 Immediate Family (incl. Grandparents/Grandchildren); and/or
 Others Residing at Your Property Address

Additional Authorized Users **DO NOT** Include Guests.
Each cardholder is allowed to be accompanied by up to five (5) guests.

ALL ADULT ADDITIONAL AUTHORIZED USERS MUST COMPLETE AN AUTHORIZED USER FORM AND BE LISTED ON THIS PROPERTY OWNER FORM IN ORDER TO ACCESS THE RECREATION AMENITIES.

Authorized User Name	Sex	Relationship
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____
_____	M / F	_____

EACH PROPERTY OWNER MUST ALSO SIGN A WAIVER AND CONSENT FORM

**LEYDEN ROCK METROPOLITAN DISTRICT
WAIVER AND CONSENT FORM**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A
RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I, on behalf of myself, my children, if any, as well as my guests, children and authorized additional users listed on my Property Owner Form (if applicable), desire to participate in activities at the pool, clubhouse, tennis courts, sports fields or use other equipment, amenities, facilities, premises or property (collectively, the "Recreation Amenities") owned or operated by the Leyden Rock Metropolitan District No. 10 (the "District") for the benefit, use and enjoyment of the residents and property owners of the Leyden Rock Metropolitan District (the "District"), and recognize the possibility of physical injury and loss associated with activities, including, but not limited to, swimming and sports. I agree that I and my children will abide by all rules, regulations, and policies of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with the use of the Recreation Amenities. I further acknowledge that I am authorized to use the Recreation Amenities of the District, and have completed either the Property Owner Form, on which I am listed as an owner residing within the District, or an Additional Authorized User Form. I acknowledge that if I submit an Additional Authorized User Form, I must be listed as an authorized user on a Property Owner Form submitted by an owner of property within the District.

I, as an adult participant, and for and on behalf of my participating children, if any, agree as follows:

1. to release and agree not to sue the District, its directors, employees, agents, and subcontractors with respect to any and all claims, liabilities, suits or expenses, including attorneys' fees and costs (hereinafter collectively a "Claim") for any injury, damage, death or other loss incurred by me, my children, my guests, or my authorized users, in any way connected, directly or indirectly, with participation in activities and/or use of any equipment, facilities or premises of the District by me, my children, my guests, or my authorized users. I understand I agree here to waive all Claims I or my children may have against the District and agree that neither I, my children, nor anyone acting on my or my children's behalf, will make a Claim against the District as a result of any injury, damage, death or other loss suffered by me or my children, my guests, or my authorized users; and

2. to release and to indemnify, defend, and hold harmless ("indemnify" meaning protect by reimbursement or payment) the District, its representatives, directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claims: (a) brought by or on behalf of me, my children or a family member, my guests, or my authorized users for any injury, damage, death or other loss in any way connected with participation in activities and/or use of the Recreation Amenities by me, my children, my guests, or my authorized users; and/or (b) brought by another user or participant or any other person for any injury, damage, death or other loss to the extent caused, directly or indirectly, by my own conduct of that of my children, my guests, and my authorized users in the course of participating in activities, and/or using the Recreation Amenities.

I further acknowledge I have reviewed and evaluated the risks and determined to use or allow my children, guests, and authorized users to use the Recreation Amenities with full knowledge and acceptance of the risks. I understand that the District does not provide insurance coverage for accidents or injury sustained by me, my children, my guests, or my authorized users. I agree that use of the Recreation Amenities and participation in activities or events at the Recreation Amenities shall be undertaken by me, my children, my guests, or my authorized users at our sole risk, and the District shall not be liable for any injuries or any damage, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin.

The District shall not be responsible or liable for articles damaged, lost, or stolen, in or about the Recreation Amenities, or for loss or damages to any property including but not limited to automobiles and the contents thereof.

This Release, Waiver and Indemnity Agreement includes claim(s) resulting from the District's negligence, and includes claim(s) for personal injury or wrongful death (including claim(s) related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

I hereby attest that I have (1) carefully read, understand, and voluntarily sign this document and the above disclaimer, and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members, and my heirs, executors, representatives, subrogors and estate; and (2) that I have received, read and understand the District's rules, regulations, policies and procedures governing the Recreation Amenities:

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

EXHIBIT B
Waiver and Consent Form

#965623v20

**LEYDEN ROCK METROPOLITAN DISTRICT
WAIVER OF RIGHTS, ASSUMPTION OF RISKS, RELEASE OF CLAIMS,
AND
AGREEMENT TO INDEMNIFY**

I am 18 years of age or older, or the legal guardian of the below named person, and in consideration of using or participating in activities, services and programs at Leyden Rock Metropolitan District (the “District”), District facilities, including but not limited to, the clubhouse, pools, pool deck, locker rooms, showers, play areas, dressing rooms, and workout areas (the “Facilities” of the District) must read and sign this Waiver of Rights, Assumption of Risks, Release of Claims, and Agreement to Indemnify (“Waiver”). The Facilities are managed by AdvanceHOA Management, Inc. (the “Facilities Manager”). This Waiver is not a waiver of the District’s protections under the Colorado Governmental Immunity Act.

PLEASE READ THIS WAIVER AND RELEASE CAREFULLY AND MAKE SURE YOU UNDERSTAND IT. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS.

As signor of this Waiver, you, and/or those of whom you are legal guardian to (collectively, “You”) recognize and acknowledge that participation in activities, services and programs including but not limited to: wading, recreational swimming, lap swimming, exercising, sun-bathing, use of any exercise equipment or machines, sports, and supervised or unsupervised activities and programs within the Facilities or outside the Facilities sponsored or endorsed by the District or Facilities Manager (each a “Recreational Activity” and together the “Recreational Activities”) and using or accessing the Facilities is HAZARDOUS and involves risk of serious personal injury and loss. The risks include, but are not limited to: bodily injury, cardiovascular stress or failure, slipping and falling, drowning, permanent disability, death, damage to personal property, collisions with other persons, exposure to inclement or dangerous weather, allergic reactions, insect or animal bites, severe social, emotional, or economic losses, sprains, broken bones, torn muscles or ligaments, and contraction of infection or disease. These injuries or losses might result from You or your guest’s conduct or omissions, the conduct or omission of others (including that of the District or the Facilities Manager, or both), the rules of play, or the condition of the Facilities or any equipment. You understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in **injury, death, illness or disease, or damage to property.**

Being fully aware that use of the Facilities and participation in Recreational Activities involves risks, You agree, covenant and promise and voluntarily assume all responsibility, all liability and all risks and dangers, whether or not described here, and whether or not such risks and dangers are known or unknown, foreseeable or unforeseeable, including but not limited to, for injury, death, illness, disease, or damage to property, arising out of or in any way connected with use of the Facilities and participation in Recreational Activities.

You agree that You are legally responsible for You and your guest’s actions, including but not limited to any damage to property and any personal injury or death caused by such actions. You understand and agree that the District and the Facilities Manager, and their respective officers, employees, agents, consultants, and representatives, are not and shall not be subject to, or liable for, any claims, demands, injuries, or damages whatsoever, irrespective of cause or origin, even if such claims, demands, injuries, or damages are caused, in

whole or in part, by the negligence of the District or the Facilities Manager, or their respective officers, employees, agents, consultants, or representatives. You expressly waive all claims, demands, injuries, and damages that You have or may have, now or in the future, against the District or the Facilities Manager (or both), which are related to, arising out of or in any way connected with participation in Recreational Activities or use of the Facilities.

You agree to RELEASE, WAIVE, FOREVER DISCHARGE, COVENANT NOT TO SUE, AND NOT ASSERT OR OTHERWISE MAINTAIN OR ASSERT ANY CLAIM against the District or the Facilities Manager, or their respective officers, employees, agents, consultants, and representatives, for any and all liability, claims, demands, causes of action or rights of action, loss, damages, or injury to persons or property, sustained by You, or your guests, which are related to, arising out of or in any way connected with participation in Recreational Activities or use of the Facilities, including attorney's fees and costs incurred.

You further agree, promise and covenant to INDEMNIFY AND HOLD HARMLESS the District and the Facilities Manager, and their respective officers, employees, agents, assigns, consultants, and representatives, for (i) any injury to person or property, death, illness, disease or damage, expenses and costs including attorney's fees, which may result from You or your guest's participation in any Recreational Activity or use of or access to the Facilities or other property owned by the District, including claims from third-parties; and (ii) any injury to person or property, death, illness, disease or damage, expenses and costs including attorney's fees. This agreement to indemnify and hold harmless applies equally to claims, losses, and injuries caused or alleged to be caused, in whole or in part, by the negligence of the District or the Facilities Manager, or both.

This Waiver applies to and binds You and your personal representatives, assigns, heirs, and next of kin.

BY SIGNING THIS WAIVER, YOU AGREE THAT YOU (1) HAVE RECEIVED SUFFICIENT INFORMATION REGARDING THE FACILITIES AND RECREATIONAL ACTIVITIES TO ASSESS THE POTENTIAL DEGREE OF RISK INVOLVED, AND THE EXTENT OF POSSIBLE INJURY, (2) UNDERSTAND THE ACTIVITIES AND POTENTIAL RISKS, (3) HAVE CAREFULLY READ THIS WAIVER AND FULLY UNDERSTAND THE EFFECT OF RELINQUISHING THE RIGHTS THAT YOU HEREBY WAIVE, (4) UNDERSTAND THIS WAIVER IS NOT A WAIVER OF THE DISTRICT'S PROTECTIONS UNDER THE COLORADO GOVERNMENTAL IMMUNITY ACT, AND (5) VOLUNTARILY SIGN THIS WAIVER.

I consent to the named person's participation in the Recreational Activities and use of the Facilities with knowledge of and in spite of the risks and I understand and acknowledge that by signing this document I have given up certain legal rights or possible claims which I might otherwise be entitled to assert or maintain against the District and the Facilities Manager, and their respective officers, employees, agents, assigns, consultants, and representatives.

_____	_____	_____	_____
Name	Date of Birth	Signature	Date
_____	_____	_____	_____
Address	City, State, Zip Code	Telephone number	

*Name of Participant

(*Complete if the participant is different than the signor)

EXHIBIT C
Pool Fob Request Form

#965623v20

**LEYDEN ROCK METROPOLITAN DISTRICT
POOL FOB REQUEST FORM**

Name (please print): _____
 Property Address: _____
 Out-of-District Address: (If Applicable) _____
 E-mail: _____
 Contact Number(s): _____

NEW FOB REQUESTS:

<u>Card Type</u>	<u>Price (per fob)</u>	<u>Quantity Requested</u>	<u>Total Cost</u>
New Pool Fob	\$0.00 (up to two)		
First Replacement Pool Fob	\$10.00		
Second or Subsequent Replacement Pool Fob	\$25.00		
Please pay the following total:			

CASH WILL NOT BE ACCEPTED AND WILL BE RETURNED.
 ALL CHECKS OR MONEY ORDERS SHOULD MADE OUT TO:
 "LEYDEN ROCK METROPOLITAN DISTRICT"

PLEASE SEND ALL PAPERWORK & FEES, INCLUDING THE MANDATORY FORMS TO:

Leyden Rock Metropolitan District
 c/o Advance HOA Management, Inc.
 P.O. Box 370390
 Denver, CO 80237

Office Use Only:
 All Items Received: Y or N If Not: Date Returned to User: _____
 Processed By: _____
 Check No. _____ Money Order No. _____
 Date Activated: _____ Other Notes: _____
 Date Received: _____

EXHIBIT D
Pool Rules and Regulations

#965623v20

**POOL RULES AND REGULATIONS
LEYDEN ROCK METROPOLITAN DISTRICT**

1. **Pool Hours:** The Pool shall be open from Memorial Day through Labor Day with the following hours. Pool hours are subject to change without notice.

	Open Swim	Lap Swim
Sunday	9 a.m. – 7:45 p.m.	7 a.m. – 9 a.m. 8 p.m. – 9 p.m.
Monday	9 a.m. – 7:45 p.m.	7 a.m. – 9 a.m. 8 p.m. – 9 p.m.
Tuesday	9 a.m. – 7:45 p.m.	7 a.m. – 9 a.m. 8 p.m. – 9 p.m.
Wednesday	9 a.m. – 7:45 p.m.	7 a.m. – 9 a.m. 8 p.m. – 9 p.m.
Thursday	9 a.m. – 9 p.m.	7 a.m. – 9 a.m.
Friday	9 a.m. – 9 p.m.	7 a.m. – 9 a.m.
Saturday	9 a.m. – 9 p.m.	7 a.m. – 9 a.m.

2. All users shall still be required to have a picture ID with them when using the facilities. Staff will have the right to do spot checks to verify eligibility to use the pool. Failure to provide this information when asked can mean suspension of your access rights and removal from the premises.

3. **No person 13 years of age and younger is allowed in the pool area unless accompanied by an adult over 18 years of age, or a minor aged 16-17 for whom a “minor release form” is on file with the District (and on which parents have expressly authorized their children to supervise other minors).** Children 14-17 may swim unsupervised after their parents turn in a “Minor Release Form” to use the amenities without adult supervision. All minors will need to have a valid pool fob. If approved minors will be bringing guests that are between the ages of 14-17 without adult supervision, those minor guests will also need to have a Minor Release Form on file with the District before access will be granted to the facilities.

4. An adult or a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor’s parents have expressly authorized the minor to supervise other minors) must be in the pool and within reach of all children of non-swimming ability aged 9 and under. Adult chaperones or minors aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor’s parents have expressly authorized the minor to supervise other minors) are required to be in the pool area to supervise children aged 10-13, but are not required to be in the water if the children can swim.

5. Swimmers are to supply their own towels and swimwear.

6. Children under the age of 7 using the wading pool shall at all times be directly supervised by a parent, legal guardian, other adult over the age of 18, or by a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor’s parents have expressly authorized the minor to supervise other minors), as authorized by the parent or legal guardian. Any person not able

to control his or her bodily functions must wear swim diapers beneath his or her bathing suit. No plastic, disposable or cloth diapers are permitted.

7. Each property shall be allowed five (5) guests per day for use of the pool. If you will have more than this number of guests attending the pool with you, prior approval from the District representative will be required.

8. Pool is for use by residents or property owners of the District and their guests only unless all applicable non-resident user fees have been paid in advance.

9. All guests must wear proper attire when utilizing the swimming pool facility. No undergarments, cutoffs, or shorts (swimming suit shorts are allowed) will be allowed.

10. Animals (**except service animals**) are not allowed in the pool area. Pets may not be left outside the pool area unattended, or tied to the fence, at any time.

11. Food and drink are permitted in the pool area. **No glass** containers are allowed in or around the pool area. Only plastic and paper containers may be used. User must clean up after themselves. **No alcohol is permitted in the pool area at any time. Failure to adhere to this rule may cause loss of pool privileges.**

12. No running, shoving, dunking, rough play, or excessive noise is allowed in the pool or locker room area. **FOUL, ABUSIVE OR LOUD LANGUAGE WILL NOT BE TOLERATED AND YOU WILL BE ASKED TO LEAVE THE FACILITIES.**

13. The only play balls allowed in the pool shall be Nerf-type balls and inflatable plastic beach balls. Tennis balls, golf balls, footballs, basketballs, or other hard balls will not be allowed.

14. Squirt guns, diving toys and reasonably sized floatation devices shall be allowed as long as use of these items does not interfere at any time with another individual's enjoyment of the facility.

15. With the exception of squirt guns, no weapons of any kind shall be allowed on or around the Recreation Amenities, including but not limited to pocket knives or guns.

16. No bicycles, skateboards, roller blades, or similar are permitted in the pool area, in front of the entrance gates and on or about landscaped areas. Bicycles will need to be stored in the bicycle racks provided.

17. No hanging on lane/pool dividers is permitted.

18. Smoking and/or tobacco, marijuana and other similar products are not permitted in the pool area or within 25 feet of the pool fence. The use of illegal drugs is not allowed.

19. The District is not responsible for any loss or theft of personal belongings.

20. Radios and other electronic devices must be played so as not to offend others.

21. Failure to follow the pool rules may result in forfeiture of your deposit, suspension of pool privileges, and/or proper authorities being notified.

22. Pool may be closed when air temperature is 65 degrees and below, or when lightning is spotted.

EXHIBIT E
Minor Release Form

#965623v20

**LEYDEN ROCK METROPOLITAN DISTRICT
MINOR RELEASE FORM**

I, _____ (Name of Parent or Legal Guardian) hereby affirm that I am the parent or legal guardian of the following minors below the age of 18:

Name (Please Print)	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

As the parent or legal guardian of the above-listed minor(s), I acknowledge and agree that any minors 13 years of age or younger may only use the Recreational Amenities of the District if accompanied by an adult over 18 years of age or by another minor aged 16-17 for whom a Minor Release Form is on file with the District and on which such minor's parents have expressly authorized their child aged 16-17 to supervise other minors.

As the parent or legal guardian of the above-listed minor(s), I hereby authorize those minors listed above who are ages 14 to 17 to use the following Recreation Amenities of the District without my presence and without the presence of another parent, legal guardian or other authorized minor aged 16 to 17 (**check all facilities that are authorized for use by the minor(s)**):

_____ Pool(s)

I further authorize/do not authorize those minor(s) listed above who are at least 16 years old to supervise, chaperone, and monitor other minors in the pool area, without my presence and without the presence of another parent or legal guardian. (**check yes or no**):

_____ Yes List name(s) of minor(s) authorized to supervise: _____
_____ No

In making such authorizations, I acknowledge and agree any activities engaged in at the indicated facilities by said minor will be wholly unsupervised by a lifeguard or other attendant and shall be at the minor's sole and unilateral risk. The District shall not be liable for any injuries or damages caused or incurred by said minor, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin and the negligence of the District's agents, servants, assigns, or employees, or otherwise.

It is agreed and understood that a minor's unsupervised use of the above-indicated use of the Recreation Amenities may be revoked at any time by a District Representative in the event that said minor disregards or otherwise violates any District rules, regulations, or policies, or otherwise engages in conduct inappropriate for use of the Recreation Amenities.

By: _____ (Signature of Parent of Legal Guardian)

Print Name: _____

Property Address: _____

Contact Number: _____

Date: _____

EXHIBIT F
Application for Facility Use and
Waiver and Consent Form

LEYDEN ROCK METROPOLITAN DISTRICT

Application for Facility Use

Applicant Name: _____

Applicant Address: _____ **State:** _____ **Zip:** _____

Daytime Phone #: () _____ **Alt./Cell:** () _____

Email: _____ **Contact Person On-Site:** _____

Date Requested: _____ **Purpose of Rental:** _____

Facility Requested: _____ **Will Alcohol Be Present*:** Yes No **Est. Attendance*:** _____
 (If alcohol will be present security and additional liquor liability insurance is required.) (If more estimated attendance is more than 60 persons, security is required).

Clubhouse Deposit: _____ Fee: _____
Time: From _____ am/pm To _____ am/pm (Hours: 10am – Midnight)
 Max. Persons: 120

Required to be submitted with application: Mail completed paperwork to: Leyden Rock Metropolitan District , 17685 West 83rd Drive, Arvada, Colorado, Phone: 303-423-0270

- Completed Application
- Completed Clubhouse Rental Agreement(s)
- Rental Fee – Check made payable to Leyden Rock Metropolitan District
- Deposit – Separate check made payable to Leyden Rock Metropolitan District
- Signed Waiver and Release from Liability and Agreement to Indemnify
- Liquor Liability

INDEMNIFICATION/WAIVER OF LIABILITY: Applicant, its successors and assigns, assumes all liability and risk and will defend, indemnify and hold harmless the Leyden Rock Metropolitan District (the “District”), the District’s directors, staff, employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorneys’ fees, caused by, resulting from, or in any way arising out of the use of the District’s facilities by the applicant, its guests, licensees, invitees, agents, contractors, subcontractors, employees, successors, and/or assigns.

Signature: _____ **Date:** _____

For Internal Use Only	
Rental Application, Agreement, Rental Fee & Deposit Reviewed By: _____ Date: _____	Fee Pd. \$ _____ Check # _____ Deposit Pd. \$ _____ Check # _____ Lifeguard Fee Pd.: \$ _____ Check # _____ Security Fee Pd.: \$ _____ Check # _____ Total Pd. \$ _____
Special Instructions:	

EXHIBIT G
Clubhouse Rental Agreement

Leyden Rock Metropolitan District

c/o Advance HOA Management, Inc.

P.O. Box 370390

Denver, CO 80237

303-482-2213

303-495-5895 (fax)

Clubhouse Rental Agreement

This Clubhouse Rental Agreement (“Agreement”) is made this _____ day of _____, 20__ by and between Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and _____ (the “Rental Party”) for use of the District Clubhouse.

1. Availability. District sponsored programs and activities have priority of use of District facilities; therefore, consecutive nightly, weekly or monthly usage may not be available. The Rental Party represents that the event is a private function, by invitation only, and is not open to members of the general public. It is also acknowledged that the Rental Party’s right to use the Clubhouse for this event is subject to: (a) the District’s Rules and Regulations, (b) being in good standing with the District at the time this Agreement is signed, and at the time of the event, and (c) prior reservations. The Rental Party must be at least 18 years of age to reserve a facility or 21 years of age if alcohol will be present.

2. Rental Rates.

	Deposit	Rental Rate per Hour	Restrictions
Resident of the District	\$250	\$150 for the first 3 hours \$35 for each additional hour	None.
Non-Resident of the District	\$250	\$250 for the first 3 hours \$50 for each additional hour	None.
District Informal Committees	\$250	\$0	None.

3. Security. **Security personnel are required for all rentals during which sixty (60) or more persons will be in attendance or if alcohol will be present.** If security personnel are required, the Rental Party will be responsible for all costs related thereto. In the event this provision is violated by the Rental Party, the Rental Party shall automatically be assessed a minimum penalty of \$250 and may be suspended from all Clubhouse privileges for a period of up to 12 months at the discretion of the Board of Directors of Leyden Rock Metropolitan District (the “Board”) or District Manager. Below is a list of security companies that may be willing to provide security personnel for your event. The District does not endorse or is the District affiliated with any of these companies. Approval of security personnel by the District does not constitute a warranty or guarantee of such security personnel’s performance by the District.

Metropolitan Protective Services Phone: 720-222-0757	American Hawk Security Phone: 303-522-1360	Great Events of Colorado Phone: 303-408-3187
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4. Reservations/Cancellation. Reservations will not be considered final until approval is granted, and the appropriate fee(s) and deposit(s) have been received. Rentals are approved on a first-come, first-served basis. It is not guaranteed that the requested date will be available. Functions may be cancelled without penalty by the Rental Party by sending written notice to District staff no less than seven (7) days in advance. It is understood that the penalty for cancellation of a function less than seven (7) days in advance is a forfeiture of the Rental Fee. The District may terminate this Agreement prior to the day of the event if the District, in its sole discretion, determines that use of the Clubhouse for the event will adversely affect the public health, safety or welfare. Upon termination of this Agreement by the District, the District shall refund the full Deposit and the full Rental Fee (as shown on the Application for Facility Use (the "Rental Application") to the Rental Party.

5. Use of Facilities. The Rental Party shall have exclusive use of the Clubhouse during the Rental Period, for the sole purpose of staging the event as described in the Rental Application. Only the kitchen, common room, restrooms, and covered patio area are reserved under this Agreement. The pool, grills, play-area and any other amenities are not reserved under this Agreement and may be used by homeowners on a first-come, first-served basis.

6. Payment. It is agreed that all payments will be made at the times specified in the Rental Application. Payment of the fees and charges shall be by check or credit/debit card.

7. Use of Pool. The pool area is available to all residents during normal operating hours. The Rental Party acknowledges that they are renting the Clubhouse only and will not have use of the pool area. The Rental Party agrees that no one in the Rental Party's event will interfere with use of the pool by others.

8. Set Up / Cleaning. All set up, take down, and clean-up is the responsibility of the Rental Party. Upon conclusion of the event, the Clubhouse will be left in its pre-event condition, all decorations will be removed, and trash will be bagged, removed from the facility, and placed in the trash receptacle in the parking lot. All equipment and furniture will be returned to their proper storage locations or removed, as applicable. Standard cleaning, including vacuuming, surface cleaning, mopping hard floors, cleaning the kitchen, refrigerator, and restrooms will be performed, as needed, by the Rental Party. The Rental Party will also be responsible for cleanup of the exterior grounds if needed.

9. Condition of Facilities. A pre-event condition checklist is to be completed by the Rental Party. The Rental Party is responsible for reporting any existing damage of the facility to District staff before their event begins on the provided checklist. Failure to report damage will result in the Rental Party accepting responsibility for all existing damage. The Rental Party agrees to complete the checklist given at the time of reservation. As soon as reasonable after the event, a District representative will perform an inspection of the Clubhouse. The District shall be entitled to take such actions as required to restore the Clubhouse to its condition immediately preceding the event, and the Rental Party shall be responsible for all costs and expenses incurred by the District related to such actions.

10. Damage/Security Deposit. The Rental Party agrees that if, in the sole judgment of District staff, the District must incur costs to restore the Clubhouse or any of the District's facilities to its/their pre-event condition, the District shall be entitled to apply the full Deposit or any portion thereof against such costs. If the Deposit is insufficient to pay for the damages and/or clean up, the Rental Party agrees to pay for any and all additional costs. The Rental Party further agrees that the District may invoice the Rental Party for any charges in excess of the Deposit. The Rental Party agrees to pay any such invoice charges within thirty (30) days, and if any such invoice charges are not paid within thirty (30) days, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the invoice until paid. Such unpaid amounts shall become part of the fees and charges due and owing by the Rental Party to the District and shall constitute a perpetual statutory lien against the real property owned by the Rental Party (or the Owner as set forth on the signature page) pursuant to § 32-1-1001(1)(j), C.R.S. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the District. The District shall refund the Deposit, or any remaining amount thereof, within thirty (30) days from the first business day immediately following the event, to the Rental Party.

11. Alcoholic Beverages. Alcoholic beverages may be served as long as the Rental Party abides by the following conditions: **(IF ALCOHOL IS TO BE PRESENT, THE RENTAL PARTY IS REQUIRED TO HAVE OFF-DUTY POLICE OFFICER(S) OR SECURITY.)**

- a. No fee will be charged, either directly or indirectly (*i.e. no cash bar*) for the consumption of alcoholic beverages.
- b. No alcoholic beverages, including 3.2 beer, will be served, at any time, to any person who is under 21 years old or to any intoxicated person.
- c. It is acknowledged that the District does not hold or maintain a liquor license, and permission to serve alcoholic beverages does not constitute a liquor license. The Rental Party shall be solely responsible for compliance with the liquor laws of the State of Colorado. No alcoholic beverages will be served or consumed outside of the Clubhouse.
- d. If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto the Clubhouse premises, the Rental Party shall take action to have such beverages removed from the premises. If necessary, the Rental Party will call the police to seek assistance with the enforcement of this policy. At any event in which the majority of the attendees are under 21 years old, the Rental Party will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.
- e. If any adult (persons 21 years old or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol on the Clubhouse premises, the Rental Party will take action to have such activities stopped, and if necessary, notify the police to seek assistance.
- f. The Rental Party agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. The Rental Party agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at their event.
- g. The Rental Party shall indemnify and hold harmless the District for any claims, actions, or suits brought by third-parties against the District for any damages caused as a result of Rental Party's failure to comply with the provisions of this Agreement.
- h. The Rental Party is required to provide a Host Liquor Liability Insurance Policy naming "Leyden Rock Metropolitan District" as an additional insured in an amount of \$1,000,000.
- i. **Security personnel are required for all rentals during which alcohol will be present. No exceptions will be granted.** If security personnel are required, the undersigned will be responsible for all costs related thereto. Security personnel must be approved by District staff. ***In the event this provision is violated by the Rental Party, the Rental Party shall automatically be assessed a minimum of \$250 penalty and shall be suspended from all Clubhouse rental privileges for twelve (12) months.***
- j. If the Rental Party indicates that no alcohol is needed and shows up to the reservation with alcohol, a portion or entire amount of your deposit will be forfeited, along with your right to rental facilities, and your reservation will be canceled if alcohol is not removed prior to the start of the reservation.

12. Smoking/Tobacco. The Rental Party acknowledges that the Clubhouse and pool areas are **NONSMOKING** facilities. No smoking or use tobacco is allowed anywhere within the Clubhouse and the fenced areas of the pool, or within 25 ft. of the Clubhouse, pool or play area, at any time. The Rental Party agrees that violation of this provision will be sufficient reason for assessment of an additional \$100.00 fine.

13. Use Restrictions. No staples, nails, tacks, pins, tape or screws are allowed to be fastened by the Rental Party to any District facility at any time. The Rental Party agrees that use under this Agreement will comply with all laws of the United States, the State of Colorado, all ordinances, rules and regulations of Jefferson County and the City of Arvada and the requirements of the District, District staff, local police and fire departments. The following use restrictions shall be in effect at all times:

- a. Excessive noise or misconduct shall be grounds for immediate revocation of the right to use the facilities. All music must be kept at levels that do not disturb the reasonable peace and quiet of any citizen. All noise shall be confined within the building and doors will remain closed when music is playing.
- b. Upon sufficient cause and in the interest of the safety of the public, the District, its authorized representatives (including private security) and the Arvada police department shall have authority to close the Clubhouse to public and private activities.
- c. City of Arvada fire codes mandate the legal capacity of the Clubhouse. Doors may not be blocked; a clear five-foot width pathway to ensure safe exit must be maintained. Throwing rice, birdseed or confetti is not permitted. Special permission may be granted on a case-by-case basis.
- d. No weapons of any type or fireworks are allowed in the Clubhouse or the immediately surrounding area.
- e. No balloons inflated with helium or any similar gas are allowed in the Clubhouse.
- f. Events of a commercial nature may be held in the Clubhouse provided that the Rental Party submits Rental Application, completes and executes this Agreement, and pays the applicable deposit and rental fees.
- g. The Rental Party is required to be present for the entire event, including the mandatory checkout.
- h. The Rental Party agrees to comply with all state and local laws, ordinances, and regulations, including, but not limited to, those governing the serving and/or consumption of alcohol, parking, open container, noise, disorderly conduct, or loitering. The Deposit may be forfeited as the result of violating these provisions.

14. Parking. The Rental Party acknowledges that parking is available only on a first come, first serve basis. Function guests may not park in areas designated as no parking areas. Cars parked in inappropriate areas must be moved upon request or will be towed at the owner's expense.

15. Vendors and Suppliers. All Rental Parties will furnish their own equipment and materials unless specifically designated on the Rental Application. Subject to prior agreement being made with District staff, the Rental Party agrees that entertainment companies, caterers, florists, photographers and all other third parties providing services for the event, will coordinate their arrival and departure times to coincide with the base use period. If the facility is not left vacant after the completion of the rental, it is understood that the actual costs of tear-down will be assessed, and the Rental Party will be responsible for all cleaning, storage, and rental fees during the time premises are not vacant.

16. Loss. The District is not responsible for lost or stolen articles.

17. Exceptions. Any exceptions to the provisions set forth in this Agreement will be considered by the District on an "as requested" basis and such requests shall be submitted in writing.

18. Breach of Agreement/Fines. The Rental Party agrees that violation of any of the above provisions or the District's Rules and Regulations may result in fines of up to \$250.00 per violation, forfeiture of the Deposit, and additional fees/fines, being billed to the Rental Party, at the discretion of the Board or District

staff. Further, any such violation may preclude the Rental Party from using District facilities in the future, in the discretion of the Board or District staff. The District shall have all rights available under law and the District's governing documents for enforcement of the provisions of this paragraph.

19. Insurance. The Rental Party agrees that it will be responsible for all insurance respecting the facilities during its use under this Agreement, and will assert no claim of coverage under any insurance policy of any District applicable during the period of such use.

20. Limitation of Liability and Indemnification. Rental Party accepts full responsibility for all guests and agrees to be financially responsible for any damage caused by them, even if such costs exceed the amount of the Deposit. Rental Party releases and agrees to fully indemnify, hold harmless and defend the District and its representatives from all liability resulting from Rental Party's use of the Clubhouse and surrounding area, including liability for any attendee to Rental Party's function. Rental Party agrees to save, indemnify, defend and hold harmless the District and its officers, directors, agents, employees, contractors and subcontractors against any and all damages, losses, liabilities, claims, costs and expenses, including reasonable attorneys' fees arising out of any claim asserted by the undersigned, his or her family, guests, employees, invitees or third-parties in conjunction with or arising in any way out of the use, operation or maintenance of the Clubhouse. Rental Party expressly acknowledges and agrees that the activities at the facility may be dangerous and involve risk or serious injury and/or death and/or property damage and hereby assumes full responsibility for the risk of bodily injury, death or property damage resulting from the negligence of the District or otherwise while in or upon the District's facilities or for any purpose while participating in the event which is the subject of this Agreement. Rental Party hereby releases, waives, discharges and covenants not to sue the District, its officers, officials, representatives and assigns from all claims, demands and any and all manner of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which the Rental Party now has, or which its successors, executors or administrators hereafter can, shall or may have, for, upon or by reason of any manner, cause created by or existing out of the permitted use of the facilities by the Rental Party, or any person using the reserved facilities. Rental Party expressly agrees that this reservation, release and indemnification is intended to be as broad and inclusive as is permitted by the law of the state of Colorado, and further that if any part hereof is held invalid, the remainder of this section and this Agreement shall continue in legal force and effect.

21. Animals. No animals, except documented service animals for the disabled, are allowed in the facilities.

22. Severability. If any portion of this agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. 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.

23. Miscellaneous. This agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments.

24. 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, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

25. Counterpart Execution. This Addendum 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.

Rental Party has read and fully understands and has voluntarily signed this Agreement. Rental Party understands that this is a legal document and has had the opportunity to consult legal counsel or by signing below waives the right to do so. Rental Party shall be considered the legally responsible party for compliance with all rules and regulations of the District. Failure to fully comply with the terms and conditions of this Agreement and all rules and regulations of the District may result in the forfeiture of the Deposit and the Rental Party's ability to rent facilities in the future.

BY MY SIGNATURE BELOW, I HEREBY SWEAR TO HAVE READ AND UNDERSTAND, AND AGREE TO COMPLY WITH, THIS CLUBHOUSE RENTAL AGREEMENT, AND HAVE READ, AM FAMILIAR WITH, AND AGREE TO ABIDE BY ALL RULES AND REGULATIONS OF THE DISTRICT.

X

(Rental Party Signature) Date

(District Staff Signature) Date

X

(Rental Party Name)

(District Staff Print Name)

Comments:

OWNER CERTIFICATION (if applicable)

I, _____, THE OWNER OF THE PROPERTY LOCATED AT _____, GIVE PERMISSION FOR MY RENTER TO USE THE CLUBHOUSE AND UNDERSTAND THAT ANY DAMAGES, LIABILITIES, ETC. ARE ULTIMATELY MY RESPONSIBILITY.

SIGNATURE: _____ **DATE:** _____

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

**AMENDING THE
AMENDED AND RESTATED
RESIDENTIAL IMPROVEMENT GUIDELINES
AND
SITE RESTRICTIONS
FOR LEYDEN ROCK METROPOLITAN DISTRICT**

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

WHEREAS, Article 2, Section 2.4 of the Covenants and Restrictions of Leyden Rock, recorded in the real property records of the Clerk and Recorder of Jefferson County, Colorado at Reception No. 2012033713, on March 29, 2012 (the “**Covenants**”) authorizes the District to promulgate, adopt, enact, modify, amend, repeal, and re-enact, architectural standards, rules, regulations and/or guidelines to interpret and implement the provisions of Article 2 of the Covenants related to architectural review; and

WHEREAS, pursuant to the authority set forth in the Covenants, the District adopted the Amended and Restated Residential Improvement Guidelines and Site Restrictions for Leyden Rock Metropolitan District, dated August 11, 2022 (the “**Guidelines**”); and

WHEREAS, the District hereby desires to amend the Guidelines as set forth herein.

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

1. Repeal and Restate Section 1.5. Pursuant to the findings set forth above, Section 1.5 is hereby repealed in its entirety and restated as follows:

1.5 ARC Contact Information

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

COMPANY NAME	OFFICE	ELECTRONIC CONTACT INFO
Advance HOA Management, Inc. P.O. Box 370390 Denver, CO 80237	(303) 482- 2213	Leydenrocklife.com

2. This Amendment is effective June 20, 2023.

EXCEPT AS AMENDED HEREBY, the Guidelines shall be and remain in full force and effect without modification.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned officer of the District certifies that this Amendment to the Amended and Restated Residential Improvement Guidelines and Site Restrictions of Leyden Rock was duly adopted by the Board of Directors at meeting duly held on June 20, 2023.

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

Officer of the District

ATTEST:

Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

After Recording, Return to:
WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

**THIRD AMENDED AND RESTATED RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
LEYDEN ROCK METROPOLITAN DISTRICT
CONCERNING THE IMPOSITION OF AN OPERATIONS FEE**

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

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

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents within the District, and the general public, to acquire, construct, operate and maintain certain amenities and facilities benefitting property owners, taxpayers, and residents within the District, and the general public, which amenities and facilities generally include landscaping, streets and park and recreation improvements, facilities, appurtenances and rights-of-way (collectively, the “**Facilities**”); and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents within the District, to provide certain services to the property owners, taxpayers, and residents within the District, and the general public, including without limitation, landscape maintenance, snow removal, covenant enforcement and trash removal (collectively, the “**Services**”); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the District is authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the District which, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the District incurs certain direct and indirect costs associated with the upkeep, repair, replacement, improvement, reconstruction operation and maintenance of the Facilities, as necessary, inclusive of the costs of utilities and capital replacement costs (collectively, the “**Facility Costs**”) in order that the Facilities may be properly provided, operated, and maintained; and

WHEREAS, the District incurs certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the property within the District maintained, and that the health, safety and welfare of the District and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Operations Fee**”) to provide a source of funding to pay for the Facility Costs and the Service Costs, (collectively, the “**Operations Costs**”), which Operations Costs are generally attributable to the persons and/or properties subject to such Operations Fees, is necessary to provide for the common good and for the prosperity and general welfare of the property owners, taxpayers, and residents within the District, and the general public and for the orderly and uniform administration of the District’s affairs; and

WHEREAS, the District finds that the Operations Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Facilities and Services and paying the Operations Costs, and that imposition thereof is necessary and appropriate; and

WHEREAS, on November 1, 2022, the Board adopted the Second Amended and Restated Resolution of the Board of Directors of the Leyden Rock Metropolitan District Concerning the Imposition of an Operations Fee, which was recorded in the real property records of the Jefferson County Clerk and Recorder’s Office on November 15, 2022, at Reception No. 2022104436 (the “**Prior Fee Resolution**”), and the Board desires to adopt this Resolution to amend, restate, and supersede the Prior Fee Resolution in its entirety. Any fees, rates, tolls, penalties, or charges due under the Prior Fee Resolution, to the extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby.

NOW, THEREFORE, be it resolved by the Board as follows:

1. DEFINITIONS. Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**District Boundaries**” means the legal boundaries of the District, as the same are established and amended from time to time pursuant to the Special District Act, as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

“**Due Date**” means the date by which the Operations Fee is due, which Due Date is reflected on the Schedule of Fees

“**End User**” means any third-party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit.

“**Fee Schedule**” or “**Schedule of Fees**” means the schedule of fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, until and unless otherwise amended and/or repealed.

“**Lot**” means each parcel of land established by a recorded final subdivision plat and which is located within the District Boundaries.

“**Residential Unit**” means each residential dwelling unit (including, without limitation, condominiums, townhomes, and any other attached dwelling unit and detached single family dwelling units) located on a Lot which has been Transferred to an End User.

“**Transfer**” or “**Transferred**” shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in an End User.

“**Vacant Lot**” means each parcel of land within the District established by a recorded final subdivision plat, but specifically excluding any parcel upon which one or more Residential Units is situated and specifically excluding any parcel owned by the District.

2. OPERATIONS FEE.

a. The Board has determined, and does hereby determine, that it is in the best interests of the property owners, taxpayers, and residents within the District, and the general public to impose, and does hereby impose an Operations Fee to fund the Operations Costs. The Operations Fee is hereby established and imposed in an amount as set forth by the District from time to time pursuant to the “Fee Schedule” and shall constitute the rate in effect until such schedule is amended or repealed. The Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. The Operations Fee shall consist of a recurring payment (the “**Recurring Payment**”) and a separate payment imposed on the Transfer of a Residential Unit to an End User (the “**Transfer Payment**”), which together shall comprise the Operations Fee.

b. The Transfer Payment shall be imposed on all Transfers of a Residential Unit to an End User. The Transfer Payment shall not apply to any of the following, except to the extent the District determines that such exception is being undertaken for the purpose of improperly avoiding the Operations Fee:

i. Any Transfer wherein the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district, or other political subdivisions of this State, is either the grantor or the grantee.

ii. Any Transfer by document, decree, or agreement partitioning, terminating, or evidencing termination of a joint tenancy, tenancy in common or other co-ownership; however, if additional consideration or value is paid in connection with such partition or termination the Transfer Payment shall apply and be based upon such additional consideration.

iii. Any Transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.

iv. Any Transfer made and delivered without consideration for the purpose of: confirming, correcting, modifying, or supplementing a Transfer

previously made; making minor boundary adjustments; removing clouds of title; or granting easements, rights-of-way or licenses.

v. Any decree or order of a court of record quieting, determining or resting title, except for a decree of foreclosure.

vi. Transfers to secure a debt or other obligation, or releases other than by foreclosure, which is security for a debt or other obligation.

vii. Transfers pursuant to a decree or separation of divorce.

c. The Board has determined, and does hereby determine, that the Operations Fee is reasonably related to the overall cost of providing the Services, and paying the Operations Costs, and is imposed on those who are reasonably likely to benefit from or use the Facilities and Services.

d. The revenues generated by the Operations Fee will be accounted for separately from other revenues of the District. The Operations Fee revenue will be used solely for the purpose of paying Operations Costs, and may not be used by the District to pay for general administrative costs of the District.

3. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any Operations Fee not paid in full within fifteen (15) days after the scheduled Due Date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding Operations Fees, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorneys' fees, at the rate of eighteen percent (18%) per annum, pursuant to § 29-1-1102(7), C.R.S. The District may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees and costs and costs associated with the collection of delinquent fees, incurred by the District and/or its consultants in connection with the foregoing.

4. PAYMENT. Payment for all Operations Fees, fees, rates, tolls, penalties, charges, interest, and attorneys' fees shall be made by check or equivalent form acceptable to the District, made payable to "Leyden Rock Metropolitan District" and sent to the address indicated on the Fee Schedule. The District may change the payment address from time to time and such change shall not require an amendment to this Resolution.

5. LIEN. The Operations Fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on

and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the District, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of Jefferson County, Colorado.

6. SEVERABILITY. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

7. THE PROPERTY. This Resolution shall apply to all property within the District Boundaries, including, but not limited to, the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and any additional property included into the District after the date of this Resolution.

8. EFFECTIVE DATE. This Resolution shall become effective June 20, 2023.

[Remainder of Page Intentionally Left Blank. Signature Page Follows].

ADOPTED this 20th day of June, 2023.

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

General Counsel to the District

*Signature page to Third Amended and Restated Resolution Concerning the Imposition of an
Operations Fee*

EXHIBIT A
LEYDEN ROCK METROPOLITAN DISTRICT
Schedule of Fees
Effective June 20, 2023__

Schedule of Fees		
Fee Type	Classifications	Rate
Operations Fee – Recurring Payment	Tract K, Filing No. 6 Fee*	\$372 annually, collected annually**
The Due Date for each Operations Fee – Recurring Payment is January 1 st .		
Operations Fee – Payment Due Upon a Transfer	Residential Unit	\$305.00 per Transfer
The Due Date for each Operations Fee—Payment Due Upon Transfer is the date upon which the Transfer occurs.		

*A list of properties subject to Tract K, Filing No. 6 Fee is attached hereto and incorporated herein as **Exhibit C**.

**Payable quarterly by written notice to the District Manager

PAYMENTS: Payment for each fee shall be made payable to the Leyden Rock Metropolitan District and sent to the following address for receipt by the Due Date:

Leyden Rock Metropolitan District
c/o Advance HOA Management, Inc.
P.O. Box 98113
Phoenix, AZ 85038

EXHIBIT B
LEYDEN ROCK METROPOLITAN DISTRICT
District Boundaries

EXHIBIT C

LEYDEN ROCK METROPOLITAN DISTRICT

Tract K, Filing No. 6 Properties

18592 W. 87th Avenue, Arvada, Colorado 80007
(Block 3, Lot 77, Leyden Rock Subdivision Filing No. 6)

18582 W. 87th Avenue, Arvada, Colorado 80007
(Block 3, Lot 78, Leyden Rock Subdivision Filing No. 6)

18572 W. 87th Avenue, Arvada, Colorado 80007
(Block 3, Lot 79, Leyden Rock Subdivision Filing No. 6)

18562 W. 87th Avenue, Arvada, Colorado 80007
(Block 3, Lot 80, Leyden Rock Subdivision Filing No. 6)



May 24, 2023

WORK ORDER #96568

PROPOSAL FOR

BEN SMITH
CCMC
LEYDEN ROCK METROPOLITAN DISTRICT
W. 82ND AVENUE & LEYDEN ROCK DRIVE
ARVADA, CO 80007

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

DESCRIPTION OF WORK TO BE PERFORMED

2023 Clubhouse Sod Repair

Proposal price to patch in new sod inside the pool fence where it has been damaged by the construction of the new pool covers and concrete installation.

Sale	\$2,662.50
Sales Tax	\$0.00
Total	\$2,662.50

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Pool Sod Repair	\$0.00	\$2,662.50
	\$0.00	\$2,662.50

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

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

Force Majeure and Delays

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

By _____
Angie Sherman

Date 5/24/2023

**Keesen Landscape Management,
Inc.**

By _____

Date _____

CCMC

as Agent for

LEYDEN ROCK
METROPOLITAN DISTRICT

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

MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: June 12, 2023

Re: Keesen Proposal- Antero Ct & W 83rd Drive Path Drainage Correction

We requested Keesen review erosion issues on the trail off Antero Ct and W 83rd Drive in Filing 2.



Keesen has identified multiple elements needing repair and restoration. The proposed plan is to start with correcting drainage points to ensure less future washout. Keesen has proposed an installation of catchment area on northside of path, where watershed is collecting, to reduce erosion of path and redirect majority of water. Proposed catchment will feed into drainpipe that will be trenched south, past bends of path and outlet, into native where riprap will be placed to dissipate flow.



--- Riprap
--- Drainage
--- Catchment
--- Existing rock channel



After the drainage points have been corrected, the additional recommendations in proposal include:

- Restoring path with tan breeze and tamped for compaction.
- Remove debris from existing rock channel along the east side of the path. Keesen will cleanout and increase depth to accommodate increased volume of water
- Cleanout of vegetation and debris from lower drain channel to reduce overflow onto trail.
- Top-dress and washout infill along intended path from bottom up with matching material size.

Quote is built with the intent to have the ability to have material delivered to site at bottom of the path.





June 09, 2023

WORK ORDER #95709

PROPOSAL FOR

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

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

DESCRIPTION OF WORK TO BE PERFORMED

Antero Ct. and W.83rd Path Repair and restoration.

Leyden Rock Canyon Path has multiple elements needing repairs and restoration.

We plan to start with correcting drainage points to ensure less future washout.



●●● Rip-rap
--- Drain pipe
■ Catch basin 18"
--- Existing rock channel

- Installation of catchment area on N. side of path where watershed is collecting to reduce erosion of path and redirect majority of water. Catchment will feed into drainpipe that will be trenched south past bends of path and outlet into native where riprap will be placed to

dissipate flow. Path will be restored with tan breeze and tamped for compaction. along East side of path we will remove debris from existing rock channel along bank. We will cleanout and increase depth for increased volume of water.

- Cleanout of vegetation and debris from lower drain channel to reduce overflow onto trail.
- Top-dress and washout infill along intended path from bottom up with matching material size.

Quote is built with the intent to have the ability to have material delivered to site at bottom of the path.

Sale	\$44,012.34
Sales Tax	\$0.00
Total	\$44,012.34

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Catchment area	\$0.00	\$3,287.06
Piping trench install	\$0.00	\$11,075.02
Existing Channel Cleanout and increased depth	\$0.00	\$5,811.04
Path Top-dress and cleanup	\$0.00	\$18,251.89
Cattail Veg Cleanout	\$0.00	\$5,587.33
	\$0.00	\$44,012.34

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

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

Force Majeure and Delays

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

By 

Joel Hiatt

Date 6/9/2023

**Keesen Landscape Management,
Inc.**

By _____

Date _____

**LEYDEN ROCK
METROPOLITAN DISTRICT**

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$75.00 per man hour.



MEMORANDUM

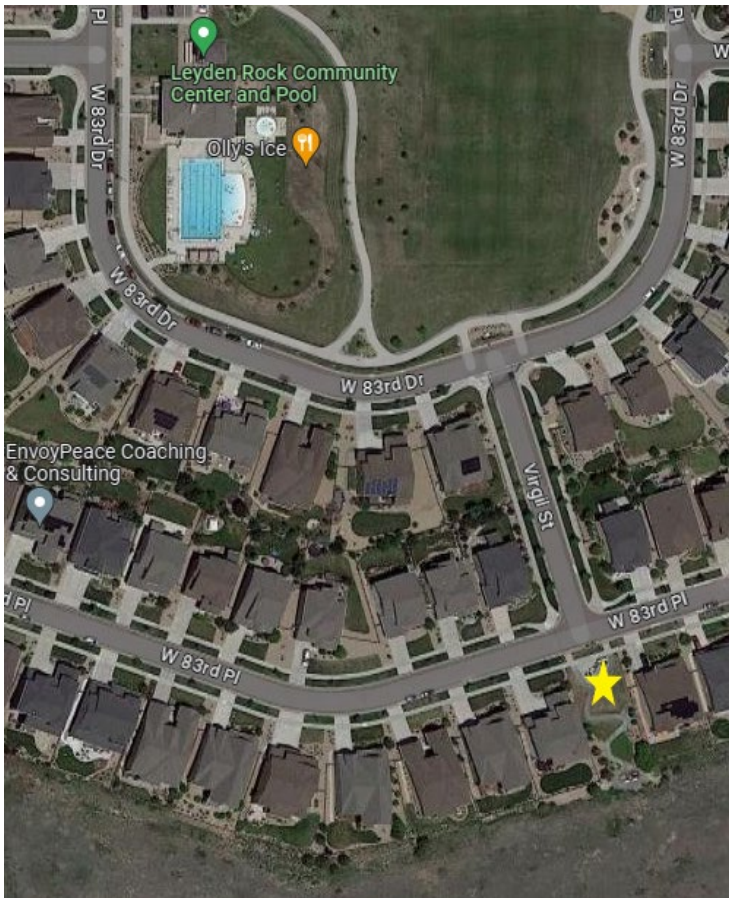
To: Board of Directors

From: Katie Call, Community Manager

Date: June 12, 2023

Re: Keesen Proposal- Vista Location Restore Landscape and Trail (near 17512/17492 W 83rd Pl)

At the last regular meeting, the proposal to restore the landscape and trail near 17512/17492 W 83rd Pl was deferred to request changing the trail material from the proposed grey breeze to a pea gravel or squeegee size rock. Keesen's branch manager, Brian Peck, recommends staying away from the heavier materials like pea gravel or squeegee as they will wash out more than grey breeze.





April 28, 2023

WORK ORDER #95700

PROPOSAL FOR

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

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

DESCRIPTION OF WORK TO BE PERFORMED

Vista Location Restore Landscape and Trail (near 17512/17492 W 83rd PI)

This pocket park was renovated with a very good design, however some deferred maintenance is in order. To put it back to the specification of the original design, the following items will be completed:

- Grade, top dress and restore trail with Grey Breeze
- Replace edging at bottom of the hill near the bench as it is allowing the breeze to wash down the slope without it
- Dig out volunteer grasses in beds
- Add Mulch and stablizer to beds as beds are completely empty of wood mulch
- Replace nine (9) missing Feather Reed ornamental grasses

Irrigation in this area visually looks to be operable however if there is any repairs or amendments needed those will be billed at the standard T&M rates.

Sale	\$5,680.00
Sales Tax	\$0.00
Total	\$5,680.00

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Enhancement	\$0.00	\$5,680.00
	\$0.00	\$5,680.00

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

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

Force Majeure and Delays

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

By _____
Angie Sherman

By _____

Date 4/28/2023

Date _____

**Keesen Landscape Management,
Inc.**

LEYDEN ROCK
METROPOLITAN DISTRICT

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



MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: June 12, 2023

Re: Keesen Proposal- 2023 Drain Pan Cleaning

The District previously contracted with Aqua Sierra for the detention pond maintenance for years 2021 and 2022 for 16 ponds around the community. When reaching out to current District partners for 2023 contracts, the previous district manager did not receive any communications back from Aqua Sierra which prompted the search for a new vendor. There was an onsite visit from a prospective company, Solitude, to review the scope of work. In the visit, it was reported that Solitude would not be able to support the efforts needed and recommended us to Keesen Landscape. Being that Keesen Landscape is our current landscape company, the previous District Manager requested a proposal.

Keesen's Branch Manager, Brian Peck, visited the 16 pond locations around the community. Each pond will require general maintenance, which includes.

- **Cleaning all trash in the exterior of those structures**
- **Cutting back any volunteer plant material that is growing too near the structures.**
- **Hauling away all generated debris and disposing off site**

Some areas have specific needs or issues that have been broken out on the proposal by area.

Due to the type of work and areas where work will be performed, Keesen will have to operate equipment in native areas. As such, there could be tracking that may harm or ruin some native grasses - no repairs are included to any seeding.

If approved for completion, Keesen will time the work to be done when areas are as dry as possible in order to not only complete the best scope of work possible, but to also limit any damage to the native areas. As such, it is possible each individual area could be mobilized separately, and this project be completed in steps over weeks' time.

(see next page for supporting images)

LEYDEN ROCK

METROPOLITAN DISTRICT



LEYDEN ROCK

METROPOLITAN DISTRICT



**LEYDEN ROCK**
METROPOLITAN DISTRICT





May 01, 2023

WORK ORDER #95767

PROPOSAL FOR

**BEN SMITH
CCMC
LEYDEN ROCK METROPOLITAN DISTRICT
W. 82ND AVENUE & LEYDEN ROCK DRIVE
ARVADA, CO 80007**

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

DESCRIPTION OF WORK TO BE PERFORMED

2023 Drain Pan Cleaning

Throughout the community there are several retention ponds. In those, there are no less than one inlet and one outlet, in many there are multiple. Those need to be policed for trash, debris, sediment, etc so that water flows as consistently as possible throughout the season.

Below is a breakout of the individual areas Keesen intends to service on this proposal. Cleaning the inlets/outlets entails:

- **Cleaning all trash in the exterior of those structures**
- **Cutting back any volunteer plant material that is growing too near the structures**
- **Hauling away all generated debris and disposing off site**
- **Some areas have specific needs or issues that will be broken out below**
- **Pricing is not reflective of mucking or cutting down all of the native areas in these pond areas. Pricing is reflective of cleaning the inlet and outlet structures and as much of the immediate (average of 10'-20) leading to and around the structures.**
- **No chemical treatments are included in this proposal**

Breakdown of specific areas is as follows (see attached map to see which area marker corresponds to the note below):

- **Area C - North end has heavy sediment, Rip Rap will be unstacked and area cleaned. Additional fill dirt and new rip rap rock is included to try and fix this area**

correctly

- **Area D - additional time included because we cannot park our equipment close to the work area**
- **Area E - largest individual structure is the inlet to the north end, same scope as noted in Area C. This area almost always has water flowing, will do the best we can with this area**
- **Area F - Outlet has such poor erosion that water cannot drain. To repair additional fill dirt and rip rap are included in this scope of work**
- **Area G - additional time included because we cannot park our equipment close to the work area**
- **Area H - If service in this area is desired it is to be completed separately on a T&M basis. There is massive erosion and very consistent water movement, unsure how much work can be done**
- **Area I - priced assuming we can get our equipment near the work area**
- **Area K - largest area to service and driving the majority of the cost of this entire proposal**

Due to the type of work and areas where work will be performed, Keesen will have to operated equipment in native areas. As such, there could be tracking that may harm or ruin some native grasses - no repairs are included to any seeding

If approved for completion, Keesen will time the work to be done when areas are as dry as possible in order to not only complete the best scope of work possible, but to also limit any damage to the native areas. As such, it is possible each individual area could be mobilized separately and this project be completed in steps over weeks time.

Sale	\$60,415.00
Sales Tax	\$0.00
Total	\$60,415.00

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Area A	\$0.00	\$1,725.00
Area B	\$0.00	\$2,595.00
Area C	\$0.00	\$8,200.00
Area D	\$0.00	\$2,595.00
Area E	\$0.00	\$7,500.00
Area F	\$0.00	\$10,725.00
Area G	\$0.00	\$4,575.00
Area I	\$0.00	\$3,975.00

Area J	\$0.00	\$2,025.00
Area K	\$0.00	\$16,500.00
	\$0.00	\$60,415.00

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

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

Force Majeure and Delays

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

By _____
Angie Sherman

Date 5/1/2023

**Keesen Landscape Management,
Inc.**

By _____

Date _____

CCMC

as Agent for

LEYDEN ROCK
METROPOLITAN DISTRICT

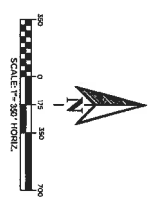
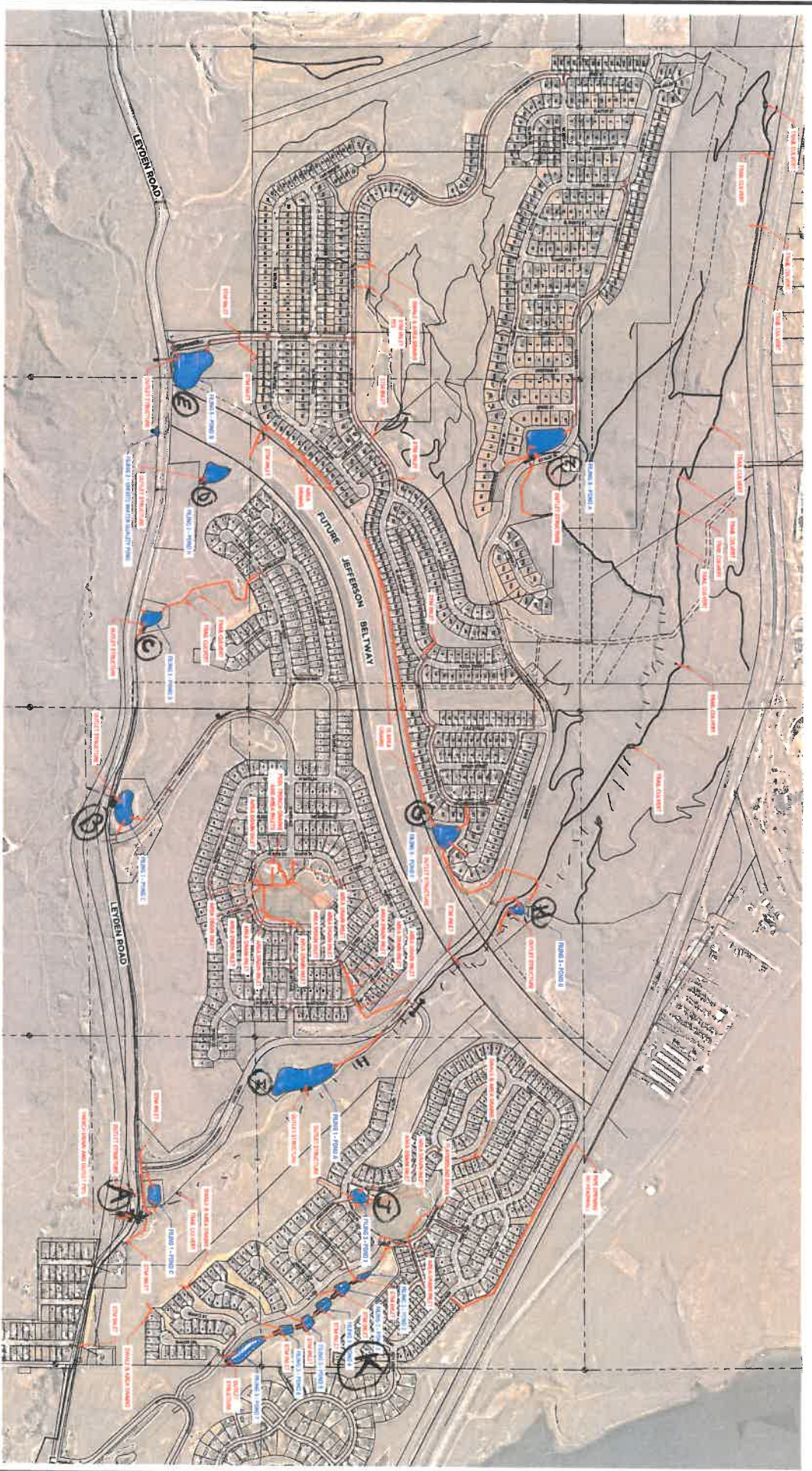
Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$68.00 per man hour.

LEGEND

- STORM SEWER IN DISTRICT TRACTS
- STORM POND

LEYDEN ROCK

EXHIBIT B - STORM SEWER AND PONDS IN DISTRICT TRACTS





MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: June 12, 2023

Re: Peak One Proposal- Replacing Lights to LED

Peak One has proposed upgrading the pool lighting to LED.

**Note: as of 6/12/23 additional details for proposal hves not been received, defer to next Board meeting if not available for review and discussion*

Date	Estimate #
4/6/2023	4739

CCMC
17685 W 83rd Drive
Arvada, CO 80007

Leyden Rock
17685 W 83rd Drive
Arvada, CO 80007

Description	Qty	Rate	Total
REPLACE POOL LIGHTS			
Pentair Equipment: 55W 120V 100' White Pool 500W Intellibrite 5G LED	4	1,028.00	4,112.00
Pentair IntelliBrite(R) 5g LED Spa Light; 120 V, 18 W, 100 ft Cord, White	2	915.00	1,830.00
Labor: Installation	1	1,200.00	1,200.00

Approved by _____

Subtotal \$7,142.00

Sales Tax (0.0%) \$0.00

Total **\$7,142.00**

Please call 970-418-0767 or email
peakonepoolandspa@gmail.com and reference
Estimate # to approve. Thank you for your business!

This estimate is an approximation and is not guaranteed. It is the approximate cost to complete the work described based on information provided. Actual cost may change and will be charged based upon the price of parts provided by Peak One Pool & Spa plus labor which will be charged by the hour and may include time taken to research, source and purchase any materials provided. Estimate is good for 90 days.



As of Monday June 12, Mile High Pools has conducted 4 one-on-one swim lessons. No issues reported of interference with lap swim or open swim.

	7am-8am	8am-9am	9am-10am	10am-11am	11am-12pm	12pm-1pm	1pm-2pm
Average # of Attendees 2023 (May-June)	n/a	n/a	3	18	35	38	37
Average # of Attendees 2022 (May-Sept)	n/a	n/a	4	16	34	43	47
Average # of Attendees 2021 (May-Sept)	n/a	2	4	20	36	45	43

	2pm-3pm	3pm-4pm	4pm-5pm	5pm-6pm	6pm-7pm	7pm-8pm	8pm-9pm
Average # of Attendees 2023 (May-June)	34	24	24	25	22	11	4
Average # of Attendees 2022 (May-Sept)	50	47	39	30	27	22	14
Average # of Attendees 2021 (May-Sept)	49	49	47	35	30	25	17



MEMORANDUM

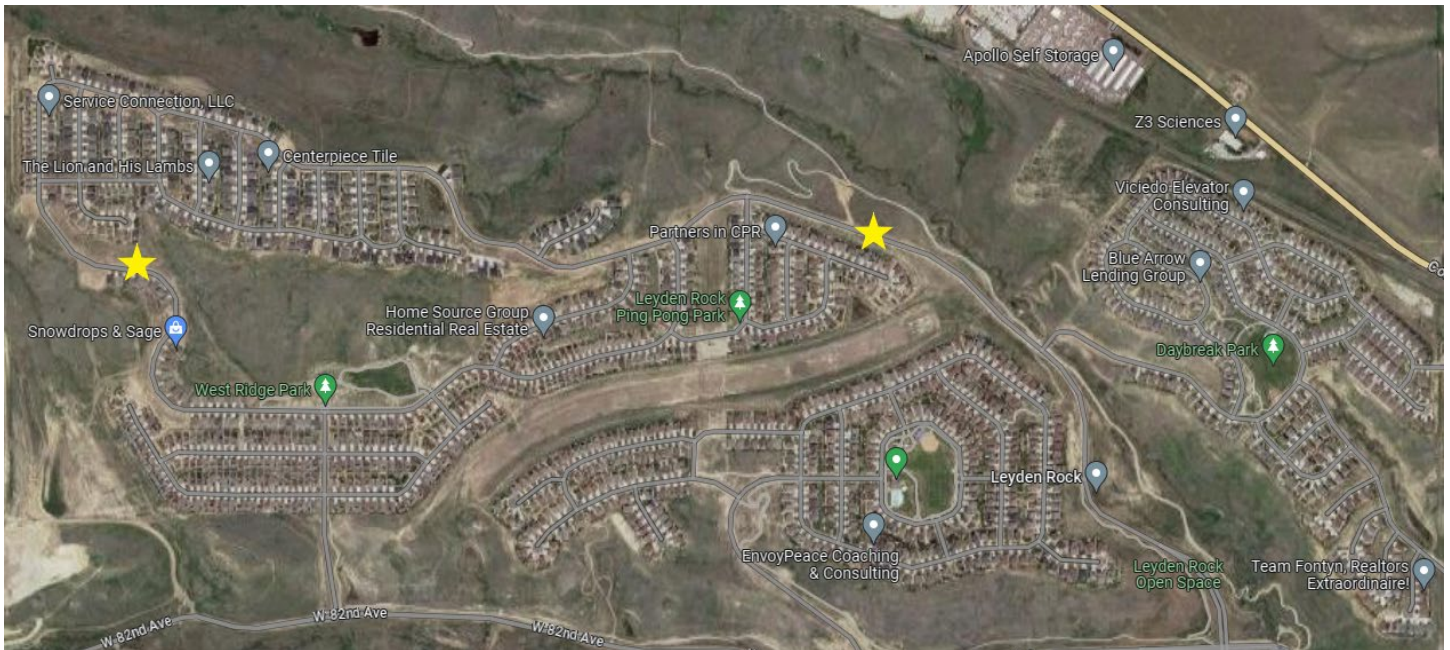
To: Board of Directors

From: Katie Call, Community Manager

Date: June 12, 2023

Re: Drainage Repairs on W 85th Bluff and Leyden Rock Drive

We met with our partners, Brian Peck with Keesen and Katie Cooley with Ascent Land Development, to review two areas in the community that have a history of drainage concerns. Both locations are experiencing constant water run off across the sidewalk causing slimy, hazardous conditions. The proposal(s) includes details in how to redirect the water to reduce the water flow across the sidewalk.





June 12, 2023

WORK ORDER #96997

PROPOSAL FOR

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

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

DESCRIPTION OF WORK TO BE PERFORMED

2023 Leyden Rock Parkway Drain

This proposal is for a drain solution for the area along West Bluff Drive

Sale	\$17,980.00
Sales Tax	\$0.00
Total	\$17,980.00

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Drain Along Sidewalk	\$0.00	\$17,980.00

There is significant year round runoff across the sidewalk on Leyden Rock Parkway. The runoff is so consistent that there is always moss growing in this area and is a fall hazard on any day of the year. To remedy this issue Keesen will complete the following:

- **Excavate a trench along the sidewalk that starts just**

past where the water is evident and works south to the existing rock drain that is already in place

- **This trench will be hand dug due to rocky conditions in the area and approximate dimensions are 12" wide X 18" deep.**
- **Landscape fabric will line the trench**
- **Corrugated piping will be installed**
- **The trench will be filled with 1 1/2" granite rock**
- **The corrugated pipe will be connected to the existing drain**
- **All dirt excavated will be used to fill in eroded areas along the main drives instead of hauled away and disposed**

\$0.00 \$17,980.00

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

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

Force Majeure and Delays

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

By _____
Angie Sherman

Date 6/12/2023

**Keesen Landscape Management,
Inc.**

By _____

Date _____

**ADVANCED HOA
MANAGEMENT**

as Agent for

LEYDEN ROCK
METROPOLITAN DISTRICT

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



June 12, 2023

WORK ORDER #96994

PROPOSAL FOR

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

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

DESCRIPTION OF WORK TO BE PERFORMED

2023 West 85th Bluff Drain

This proposal is for a drain solution for the area along West Bluff Drive

Sale	\$18,460.00
Sales Tax	\$0.00
Total	\$18,460.00

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Drain Along Sidewalk	\$0.00	\$12,980.00

There is significant year round runoff across the sidewalk on West Bluff Avenue. It is the worst towards the top (or north end) of the east side guardrail. The runoff is so consistent that there is always moss growing in this area and is a fall hazard on any day of the year. To remedy this issue Keesen will complete the following:

- **Excavate a trench along the sidewalk that starts just past where the water is evident and works south to the existing rock drain that is already in place**
- **This trench will be hand dug due to rocky conditions in the area and approximate dimensions are 12" wide X 18" deep.**
- **Landscape fabric will line the trench**
- **Corrugated piping will be installed**
- **The trench will be filled with 1 1/2" granite rock**
- **The corrugated pipe will be connected to the existing drain**
- **All dirt excavated will be used to fill in eroded areas along the main drives instead of hauled away and disposed**

Rip Rap Drain Outlet

\$0.00

\$5,480.00

When this area on Bluff was walked there was discovered a concrete drain outlet that was not known to be in the area. It is completely grown over and cannot be seen. It is recommended to clean this and rock it so that it can be maintained properly, scope of work is as follows:

- **Hand cut and remove vegetation all around to an average distance of 10' or more**
- **Correct any grade issue around the structure, filling in where eroded on out the outlet side**
- **Installing rip-rap rock around the structure to help with erosion and keeping the native weeds from growing all over the structure**

This option has additional service hours because access is limited by the guardrail so whether done by and or a small Dingo style unloader it is going to take much longer to complete.

\$0.00

\$18,460.00

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

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

Force Majeure and Delays

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

By _____
Angie Sherman

Date 6/12/2023

**Keesen Landscape Management,
Inc.**

By _____

Date _____

**ADVANCED HOA
MANAGEMENT**

as Agent for

LEYDEN ROCK
METROPOLITAN DISTRICT

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



MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: June 12, 2023

Re: Jefferson Parkway Trail Repairs

Consider approval to repair and restore the Jefferson Parkway trail near W 87th Ave and Wilkerson St that circles around the cul-de-sac down to Leyden Rock Drive.



**Note: as of 6/12/23 proposal has not been received, defer to next Board meeting if not available for review and discussion*



MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: June 13, 2023

Re: Resident Reimbursement Request

Resident Linda Mathes (Marquez) was helping lead the flowerpot project for the clubhouse and pool. The previously approved amount was exhausted before the pots were filled. Linda bought the remaining flowers needed to fill the pots at the clubhouse out of her pocket.

Request to approve a resident reimbursement of \$113.20

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SUB-TOTAL:\$ 104.85 TAX:\$ 8.35
TOTAL:\$ 113.20
BC AMT:\$ 113.20

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AUTH: 08503D AMT:\$ 113.20
Host reference #:530163 Bat#

Authorizing Network: VISA

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CARD TYPE:VISA EXPR: XXXX
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TVR : 0000000000
IAD : 06021203A00000
TSI :
ARC : 00
MODE : Issuer
CVM : No CVM
Name : CHASE VISA
ATC :0024
AC : 5787E1F7CE4E8343
TxnID/ValCode: 785297

Bank card USD\$ 113.20



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