

**LEYDEN ROCK METROPOLITAN DISTRICT
SPECIAL MEETING**

Leyden Rock Clubhouse (17685 W.
83rd Dr., Arvada, CO) and Via
Teleconference
Tuesday, June 18, 2024 at 6:00 PM
<https://leydenrocklife.com/>

Brett Vernon, President	Term to May 2027
Scott J. Plummer, Secretary	Term to May 2027
Jeff Cunningham, Treasurer	Term to May 2025
Christian Ardita, Assistant Secretary	Term to May 2025
VACANT	Term to May 2025

Link:

<https://us06web.zoom.us/j/81614742884?pwd=7ak10u97asQ3Xq7p0iOHGdArIldqXd.1>

Meeting ID: 816 1474 2884

Passcode: 499413

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

NOTICE OF SPECIAL MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
5. Consent Agenda:
 - a. Approval of Minutes from May 21, 2024 Regular Meeting (**enclosure**)
 - b. Approval of Minutes from June 4, 2024 Regular Meeting (**enclosure**)
 - c. Approval of 2023 Annual Report (**enclosure**)
 - d. Ratification of Requisition No. 16 Related to the District’s General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 2021 (**enclosure**)
 - e. Ratification of Requisition No. 17 Related to the District’s General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 2021 (**enclosure**)
 - f. Ratification of Release of All Claims from City of Arvada (**enclosure**)
 - g. Ratification of Election Site Use Agreement (**enclosure**)
 - h. Ratification of Service Agreement with Mountain Media for Emergency Preparedness Video (**enclosure**)
 - i. Ratification of Service Agreement with Mountain Media for Live Streaming (**enclosure**)
6. Financial Matters
 - a. Consider Approval of Payables/Financials (**enclosure**)

2024 Regular Meetings

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

- b. Other Financial Matters
- 7. District Management Matters
 - a. District Manager's Report (**enclosure**)
 - b. Discussion and Consider Approval of Waive Past Due Balances (**enclosure**)
 - c. Discussion and Consider Approval of Keesen Proposal ¾ Trail Restoration (**enclosure**)
 - d. Discussion and Consider Approval of Keesen Proposal Community Entrance Updates (**enclosure**)
 - e. Other Management Matters
- 8. Director's Matters
 - a. Other Director's Matters
- 9. Capital Projects Discussion
 - a. Other Capital Project Matters
- 10. Legal Matters
 - a. Other Legal Matters
- 11. Other Business
 - a. Executive Session - The Board intends to enter into executive session pursuant to § 24-6-402(4)(b), C.R.S., to conference with an attorney for the District for the purpose of receiving legal advice as it relates to vandalism at the Leyden Rock Clubhouse.
- 12. Adjourn

2024 Regular Meetings

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

MINUTES OF THE REGULAR MEETING OF THE BOARD OF
DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, May 21, 2024, 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:

Scott Plummer
Jeff Cunningham
Christian Arditia

Directors Vernon and Batsel-Stewart were 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 Christine Ahern, AdvanceHOA, District Management; Chris Woodley, Mountain Media; and members of the public.

Call to Order

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

**Conflict of Interest
Disclosures**

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

Agenda

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

Approval of Minutes:

- Minutes from April 16, 2024 Regular Meeting; and
- Minutes from April 23, 2024 Special Meeting

Approval and Ratification of Agreements

- Agreement with Buddy Holley Co for Porter Services, dated 11/20/2023
- Agreement with Equalized Productions for Clubhouse AV System Services, dated 1/3/2023
- Agreement with Broken Spoke, LLC for Wagon Rides, dated 9/14/2023
- Agreement with House and Howell Social for Catering on June 6th, 2023, dated 3/15/2023
- Agreement with Nelson Enterprises LLC for 2023 Movie Night Equipment Rental
- Agreement with Sherri McClean for Facepainting on 9/23/2023, dated 8/18/2023
- Agreement with Bloom Painting Company for Clubhouse Painting Services dated 3/4/2024
- Agreement with A Casino Event, Inc. for Casino Event on 3/6/2023, dated 3/8/2023
- Agreement with Blinds Couture for Clubhouse Wallpaper and Draper Installation, dated 2/6/2024
- Agreement with Bradford Weddings & Events for Holiday Decorating Services, dated 11/9/2023
- Agreement with Equalized Productions for Easter Bunny Appearance on 3/4/2024, dated 3/4/2024
- Agreement with Respect Electric for Clubhouse Electrical Work, dated 2/16/2024
- Agreement with Santiago's Pro Painting for Clubhouse Drywall Repair, dated 2/16/2024
- Agreement with Snowdrops & Sage for Flower Arranging Workshop, dated 1/22/2024
- Agreement with Denver Flooring Finishes for Clubhouse Remodel (Materials and Labor), dated 2/26/2024
- Agreement with Equalized Productions for Santa Claus Entertainment Services, dated 3/8/2023
- Agreement with Grants Custom Carpentry for Carpentry and Installation Services dated 2/26/2024

- Agreement with Keesen Landscape Management, Inc. for Winter Rock Project dated 11/7/2023
- Agreement with Preservation Tree Care, Inc. for 2023 Tree Care Services dated 11/7/2023
- Agreement with Preservation Tree Care Inc. for 2024 Tree Care Services
- Agreement with Welsley Wallcovering for Wallpaper Installation, dated 2/16/2024

Approval and Ratification of Work Orders

- Work Orders #98239 and #98241 with Keesen Landscape Management for 2023 Filing 5 Trail Restoration
- Work Order #96998 with Keesen Landscape Management for Trail Breezeway 17283 84th Drive, approved on 7/18/2023
- Work Order #96998 with Keesen Landscape Management for Addition of Flower Pots at the Pool, approved on 3/21/2023
- Work Order #4789 with PeakOne Pool Lights, approved on 4/16/2024

Financial Matters

Consider Approval of Payables/Financials

Director Cunningham presented the financial statements dated March 31, 2024 to the Board. Director Cunningham presented the Claims dated April 10, 2024 through May 16, 2024 in the amount of \$77,764.35 to the Board.

Following discussion, upon a motion duly made and seconded the Board unanimously approved the financial statements and claims.

Other Financial Matters

None.

District Management Matters

District Manager’s Report

Ms. Call and Ms. Ahern presented the report to the Board.

Discuss and Consider Approval of Live Streaming Proposal

Mr. Woodley presented the Live Streaming Proposal to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

Discuss and Consider Approval of Video Course Proposal for Emergency Preparedness

Mr. Woodley presented the Video Course Proposal to the Board. Director Cunningham inquired about the liability for the District. Ms. Murphy noted that the videos should include a disclaimer that they are being provided for informational purposes only. Following discussion, upon a motion duly made and seconded, the Board

unanimously approved the proposal in the amount of \$5,000 for 2024 and \$3,000 for 2025.

Consider Approval of Signs for the Jefferson Parkway

Ms. Call presented the proposal for signs for Jefferson Parkway to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal not to exceed \$7,000.

Other Management Matters

None.

Director's Matters

Other Director's Matters

Director Cunningham noted the Jefferson Parkway Trail sign has been marked with graffiti. Ms. Call will research to find out if this is the District's responsibility.

Director Cunningham noted the District security cameras found criminal activity during surveillance.

Capital Projects Discussion

Discussion Regarding Trails Project

None.

Other Capital Project Matters

None.

Legal Matters

Other Legal Matters

None.

Other Business

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 18th day of June, 2024.

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS

OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, June 4, 2024 at 6:00 p.m., via teleconference.

Attendance

The special meeting referenced above was called and held in accordance with the applicable statutes of the State of Colorado. The following directors, having confirmed their qualification to serve, were in attendance:

Brett Vernon
Scott J. Plummer
Jeff Cunningham
Christian Ardita

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

Call to Order

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

Conflict of Interest Disclosures

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

Agenda

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

Public Comment

Mr. Daggmill voiced support for the new cell phone tower to provide service to the area.

Mr. Hill acknowledged the resignation of Director Batsel-Stewart and requested to nominate Mr. Justin Brown to the Board.

District Management Matters None.

Director’s Matters None.

Consider Approval of Ground Lease with Crown Castle Towers for a Cellular Tower
Director Vernon outlined the proposed terms for a ground lease for a cell phone tower with Crown Castle Towers which were:

- 24-Month option for \$6,000
- 12-month option extension for \$3,000 (only if necessary)
- Five-year initial lease with seven five-year renewals for a total of forty years
- \$1,500 a month in rent with a 3% annual escalation

Following discussion, upon a motion duly made and seconded, the Board unanimously authorized the ground lease to be finalized.

Discussion Regarding Resignation of Director Batsel-Stewart and Appointment of Director
The Board engaged in discussion regarding the resignation of Director Batsel-Stewart. The Board will solicit resumes from the community by June 7th and responses will be due by June 21st. The Board will appoint a qualified candidate at the July 16th Board Meeting.

Other Director’s Matters
The Board engaged in discussion regarding the July 2nd Capital Projects Meeting. After discussion, the Board decided to cancel the meeting.

Director Ardita inquired about the tree service clean up project. Ms. Call noted a proposal for restoration was received and will be discussed at the next board meeting. Director Ardita inquired as to if Keesen Landscape has started to move behind fence lines. Ms. Call noted this has not been started.

Director Vernon received an update from Ms. Cooley and noted a pre-application meeting with the City of Arvada on June 11th. Communication Construction Engineering will begin electrical work on the fences.

Other Business

Executive Session

Upon motion of Director Vernon, seconded by Director Arditia, and upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 6:50 P.M. for the purpose of receiving legal advice pursuant to §24-6-402(4)(b), C.R.S. as it relates to vandalism at the Leyden Rock Clubhouse.

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

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

The Boards reconvened in regular session at 7:12 P.M.

Discussion Regarding
Vandalism in the Pool Area

Director Vernon engaged in discussion with the Board regarding vandalism in the pool area. Ms. Ahern noted she received comments from residents regarding an after-hours pool party.

Adjourn

There being no further business to come before the Boards, and following discussion and upon motion duly made, seconded and unanimously carried, the Boards 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 on the 18th day of June, 2024.

ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Leyden Rock Metropolitan District, I attended the executive session meeting Leyden Rock Metropolitan District convened at 6:50 p.m. on June 4th, 2024 for the sole purpose of discussing the purpose of receiving legal advice pursuant to §24-6-402(4)(b), C.R.S. as it relates to vandalism at the Leyden Rock Clubhouse. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Megan J. Murphy, Esq.

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

ANNUAL REPORT FOR FISCAL YEAR 2023

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, 2023, 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, 2023.
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 June 3, 2024, there is no litigation involving public improvements owned by the District as of December 31, 2024.
5. **Status of the construction of public improvements by the District.** The District did not construct any public improvements in 2023. The District did engage several contractors in 2023 to advise and consult on the construction of public improvements which are anticipated to be built in 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, 2023, 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, 2023 is attached hereto as **Exhibit A**.

8. **A copy of the current year's budget.** A copy of the 2024 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 2023 audit is attached hereto as Exhibit C.
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, 2023.
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, 2023, 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, 2023.
- 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 May 3, 2024 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 June 3, 2024 there is no litigation involving the District as of December 31, 2023.
- 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, 2023, 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, 2023 is attached hereto as **Exhibit A**.
- H. **Current year budget including a description of the Public Improvements to be constructed in such year.** The 2024 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 2023 audit is attached hereto as **Exhibit C**.
- 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, 2023.
- 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 14, 2023

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

LEYDEN ROCK METRO
WHITE BEAR ANKELE TANAKA & WALDORN
MEGAN J MURPHY, ESQ
2154 E COMMONS AVE 2000
CENTENNIAL CO 80122

Code # 4561

CERTIFICATION OF VALUATION

The Jefferson County Assessor reports a taxable assessed valuation for your taxing entity for 2023 of:

\$75,915,203

The breakdown of the taxable valuation of your property is enclosed. The certification reflects any adjustments enacted by the Legislature, including adjustments resulting from Senate Bill 22-238 and Senate Bill 23B-001.

With the passage of SB23B-001, you are required to officially certify your levy to the Board of County Commissioners no later than January 10, 2024.

Pursuant to SB23B-001, this office must transmit a notification by January 3, 2024 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 14, 2023

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 2023:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	58,479,424
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	75,915,203
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	75,915,203
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.	\$	23

- ‡ 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 2023:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	1,112,432,356
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.	\$	700

- ¶ 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.	\$	1,117,300,721

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.			

Exhibit B
2024 Budget

LEYDEN ROCK METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2024

**LEYDEN ROCK METROPOLITAN DISTRICT
SUMMARY
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

12/21/23

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 7,945,419	\$ 7,884,304	\$ 4,983,813
REVENUES			
Property taxes	3,728,015	3,625,794	4,061,615
Specific ownership taxes	255,951	260,292	284,313
Interest income	118,709	271,433	162,300
Operations and transfer fees	24,284	-	-
Other revenue	41,599	-	22,999
Tract K Filing Fee	-	1,488	1,488
Design Review Fee	-	5,846	6,000
Transfer Fees	-	18,300	15,250
Social Events	-	4,433	4,000
Sponsorship Income	-	10,020	10,000
Rental income	19,237	14,864	15,000
Pool Income	-	4,000	4,000
Total revenues	<u>4,187,795</u>	<u>4,216,470</u>	<u>4,586,965</u>
TRANSFERS IN	<u>1,395,961</u>	<u>1,419,131</u>	<u>1,631,662</u>
Total funds available	<u>13,529,175</u>	<u>13,519,905</u>	<u>11,202,440</u>
EXPENDITURES			
General Fund	255,550	289,316	301,700
Debt Service Fund	2,347,431	2,287,557	2,347,000
Capital Projects Fund	224,616	3,091,086	4,502,500
Special Revenue Fund	1,421,313	1,449,002	1,727,700
Total expenditures	<u>4,248,910</u>	<u>7,116,961</u>	<u>8,878,900</u>
TRANSFERS OUT	<u>1,395,961</u>	<u>1,419,131</u>	<u>1,631,662</u>
Total expenditures and transfers out requiring appropriation	<u>5,644,871</u>	<u>8,536,092</u>	<u>10,510,562</u>
ENDING FUND BALANCES	<u>\$ 7,884,304</u>	<u>\$ 4,983,813</u>	<u>\$ 691,878</u>
GENERAL FUND EMERGENCY RESERVE	\$ 49,100	\$ 47,600	\$ 57,600
SPECIAL REVENUE EMERGENCY RESERVE	2,000	1,900	1,900
CAPITAL REPLACEMENT RESERVE	288,406	167,255	142,461
AVAILABLE FOR OPERATIONS	103,128	132,579	92,579
TOTAL RESERVE	<u>\$ 442,634</u>	<u>\$ 349,334</u>	<u>\$ 294,540</u>

No assurance provided. See summary of significant assumptions.

**LEYDEN ROCK METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

12/21/23

ACTUAL	ESTIMATED	BUDGET
2022	2023	2024

ASSESSED VALUATION

Residential	\$ 58,795,724	\$ 57,156,090	\$ 74,525,296
State assessed	20,684	30,041	31,899
Vacant land	203	-	-
Personal property	1,320,562	1,294,372	1,357,958
Other	51	51	50
Certified Assessed Value	\$ 60,137,224	\$ 58,480,554	\$ 75,915,203

MILL LEVY

General	25.000	25.000	23.256
Debt Service	37.000	37.000	30.246
Total mill levy	62.000	62.000	53.502

PROPERTY TAXES

General	\$ 1,503,431	\$ 1,462,014	\$ 1,765,484
Debt Service	2,225,077	2,163,780	2,296,131
Levied property taxes	3,728,508	3,625,794	4,061,615
Adjustments to actual/rounding	(493)	-	-
Budgeted property taxes	\$ 3,728,015	\$ 3,625,794	\$ 4,061,615

BUDGETED PROPERTY TAXES

General	\$ 1,503,232	\$ 1,462,014	\$ 1,765,484
Debt Service	2,224,783	2,163,780	2,296,131
	\$ 3,728,015	\$ 3,625,794	\$ 4,061,615

**LEYDEN ROCK METROPOLITAN DISTRICT
GENERAL FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

12/21/23

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 353,240	\$ 337,506	\$ 214,855
REVENUES			
Property taxes	1,503,232	1,462,014	1,765,484
Specific ownership taxes	103,206	104,940	123,584
Interest income	9,478	18,842	19,500
Other revenue	19,861	-	10,000
Total revenues	<u>1,635,777</u>	<u>1,585,796</u>	<u>1,918,568</u>
Total funds available	<u>1,989,017</u>	<u>1,923,302</u>	<u>2,133,423</u>
EXPENDITURES			
General and administrative			
Accounting	40,705	55,000	55,000
Auditing	5,900	6,100	7,000
County Treasurer's fee	22,554	21,930	26,482
Directors' fees	-	500	7,200
Dues and membership	534	1,238	2,000
Insurance	29,772	34,313	36,000
Legal	122,571	150,000	160,000
Miscellaneous	-	960	2,000
Election	33,514	19,275	-
Contingency	-	-	6,018
Total expenditures	<u>255,550</u>	<u>289,316</u>	<u>301,700</u>
TRANSFERS OUT			
Transfers to other fund	<u>1,395,961</u>	<u>1,419,131</u>	<u>1,631,662</u>
Total expenditures and transfers out requiring appropriation	<u>1,651,511</u>	<u>1,708,447</u>	<u>1,933,362</u>
ENDING FUND BALANCES	<u>\$ 337,506</u>	<u>\$ 214,855</u>	<u>\$ 200,061</u>
GENERAL FUND EMERGENCY RESERVE	\$ 49,100	\$ 47,600	\$ 57,600
CAPITAL REPLACEMENT RESERVE	\$ 288,406	\$ 167,255	\$ 142,461
TOTAL RESERVE	<u>\$ 337,506</u>	<u>\$ 214,855</u>	<u>\$ 200,061</u>

No assurance provided. See summary of significant assumptions.

**LEYDEN ROCK METROPOLITAN DISTRICT
SPECIAL REVENUE FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

12/21/23

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 65,084	\$ 105,128	\$ 134,479
REVENUES			
Tract K Filing Fee	-	1,488	1,488
Design Review Fee	-	5,846	6,000
Transfer Fees	-	18,300	15,250
Social Events	-	4,433	4,000
Sponsorship Income	-	10,020	10,000
Interest income	137	271	300
Rental income	19,237	14,864	15,000
Pool Income	-	4,000	4,000
Operations and transfer fees	24,284	-	-
Other revenue	21,738	-	-
Total revenues	<u>65,396</u>	<u>59,222</u>	<u>56,038</u>
TRANSFERS IN			
Transfers from other funds	<u>1,395,961</u>	<u>1,419,131</u>	<u>1,631,662</u>
Total funds available	<u>1,526,441</u>	<u>1,583,481</u>	<u>1,822,179</u>
EXPENDITURES			
General and administrative			
Management Fees	345,842	332,160	288,000
Social Events	-	62,763	63,000
Office Supplies	-	2,696	5,600
Web Hosting	-	1,067	3,600
Dues and Subscriptions	-	2,888	2,500
Postage, Printing, Copies	2,444	1,020	1,200
Office Equipment Rental	-	2,530	2,600
Locks & Keys	-	5,490	1,200
Mileage/Auto	-	1,300	1,300
ARC Design Review	-	3,600	4,000
Meeting Expense	-	-	1,200
Administration costs	4,069	-	-
Maintenance of district assets	3,834	-	-
Miscellaneous	7,057	-	-
Mileage	1,271	-	-
Office equipment	2,604	-	-
Website	1,483	-	-
Contract Services			
Garbage Removal	260,247	250,228	258,500
Trash & Debris Clean Up	-	11,875	16,000
Landscape Maintenance	207,055	143,260	197,000
Landscape Tree Care Maintenance	-	-	135,000
Landscape Other (Weed Control)	75,842	69,915	70,000
Landscape Replace/Enhance	51,042	87,620	200,000
Irrigation repairs	60,935	42,692	40,000
Water/Sediment Sampling	7,804	8,000	10,000
Pest Control	9,000	9,500	10,000
Pool Service	-	17,535	22,000
Lifeguard Contract Service	-	83,750	96,500
Holiday Lighting	6,306	6,500	6,500
Dog Waste Stations	-	21,500	25,000
Pond Maintenance	-	54,265	-
Snow removal	37,041	55,000	55,000
Cleaning/Janitorial	-	28,000	31,000
District clean-up	35,447	-	-
Pool contract maintenance	98,706	-	-
Repair & Maintenance			
Common Area R&M	-	5,700	7,000
Building R&M - CLUB	-	7,600	7,000
Fence/Walls	-	43,100	38,000
Pool repairs and maintenance	24,583	8,600	10,000
Clubhouse maintenance and supplies	9,546	-	-
Clubhouse social activities	58,404	-	-
Clubhouse housekeeping	27,670	-	-
Clubhouse keys and locks	579	-	-
Parts & Supplies			
Cleaning Supplies	-	3,700	5,000
Pool Parts & Supplies	-	15,488	12,000
Pool supplies	24,302	-	-
Utilities			
Electric/Gas	23,690	22,660	20,000
Water and Sewer	30,452	30,000	30,000
Telephone/Wi-Fi/Cable	4,058	7,000	8,000
Contingency			
Contingency	-	-	4,000
Reserve Funding	-	-	40,000
Total expenditures	<u>1,421,313</u>	<u>1,449,002</u>	<u>1,727,700</u>
TRANSFERS OUT			
Total expenditures and transfers out requiring appropriation	<u>1,421,313</u>	<u>1,449,002</u>	<u>1,727,700</u>
ENDING FUND BALANCES	<u>\$ 105,128</u>	<u>\$ 134,479</u>	<u>\$ 94,479</u>
SPECIAL REVENUE EMERGENCY RESERVE	\$ 2,000	\$ 1,900	\$ 1,900
AVAILABLE FOR OPERATIONS	<u>103,128</u>	<u>132,579</u>	<u>92,579</u>
TOTAL RESERVE	<u>\$ 105,128</u>	<u>\$ 134,479</u>	<u>\$ 94,479</u>

No assurance provided. See summary of significant assumptions.

**LEYDEN ROCK METROPOLITAN DISTRICT
DEBT SERVICE FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

12/21/23

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 144,730	\$ 191,683	\$ 253,478
REVENUES			
Property taxes	2,224,783	2,163,780	2,296,131
Specific ownership taxes	152,745	155,352	160,729
Interest income	16,856	30,220	34,000
Total revenues	<u>2,394,384</u>	<u>2,349,352</u>	<u>2,490,860</u>
Total funds available	<u>2,539,114</u>	<u>2,541,035</u>	<u>2,744,338</u>
EXPENDITURES			
Debt Service			
Bond interest - Series 2021A	1,777,850	1,751,100	1,726,100
Bond principal - Series 2021A	535,000	500,000	570,000
County Treasurer's fee	33,381	32,457	34,442
Paying agent fees	1,200	4,000	6,000
Contingency	-	-	10,458
Total expenditures	<u>2,347,431</u>	<u>2,287,557</u>	<u>2,347,000</u>
Total expenditures and transfers out requiring appropriation	<u>2,347,431</u>	<u>2,287,557</u>	<u>2,347,000</u>
ENDING FUND BALANCES	<u>\$ 191,683</u>	<u>\$ 253,478</u>	<u>\$ 397,338</u>

No assurance provided. See summary of significant assumptions.

**LEYDEN ROCK METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

12/21/23

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 7,382,365	\$ 7,249,987	\$ 4,381,001
REVENUES			
Interest income	92,238	222,100	108,500
Other revenue	-	-	12,999
Total revenues	<u>92,238</u>	<u>222,100</u>	<u>121,499</u>
Total funds available	<u>7,474,603</u>	<u>7,472,087</u>	<u>4,502,500</u>
EXPENDITURES			
Contingency	-	-	12,999
Repay developer advance	-	2,641,086	-
Engineering	-	50,000	-
Capital outlay	224,616	400,000	4,489,501
Total expenditures	<u>224,616</u>	<u>3,091,086</u>	<u>4,502,500</u>
Total expenditures and transfers out requiring appropriation	<u>224,616</u>	<u>3,091,086</u>	<u>4,502,500</u>
ENDING FUND BALANCES	<u>\$ 7,249,987</u>	<u>\$ 4,381,001</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**LEYDEN ROCK METROPOLITAN DISTRICT
2024 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. The election also approved an annual property tax 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
2024 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.

For property tax collection year 2024, SB22-238 and SB23B-001 set the assessment rates and actual value reductions as follows:

Category	Rate		Category	Rate	Actual Value Reduction	Amount
Single-Family Residential	6.70%		Agricultural Land	26.40%	Single-Family Residential	\$55,000
Multi-Family Residential	6.70%		Renewable Energy Land	26.40%	Multi-Family Residential	\$55,000
Commercial	27.90%		Vacant Land	27.90%	Commercial	\$30,000
Industrial	27.90%		Personal Property	27.90%	Industrial	\$30,000
Lodging	27.90%		State Assessed	27.90%	Lodging	\$30,000
			Oil & Gas Production	87.50%		

Operations Fee

The District will collect a fee of \$372 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 prior year’s earnings.

**LEYDEN ROCK METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

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.

Debt Service

Principal and interest payments in 2024 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.

**LEYDEN ROCK METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

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

<u>Year Ended December 31,</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Annual Total</u>
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>\$ 43,585,000</u>	<u>\$ 29,673,600</u>	<u>\$ 73,258,600</u>

No assurance provided. See summary of significant assumptions.

Exhibit C
2023 Audit

Exhibit D
Pool and Clubhouse Use Policy

**LEYDEN ROCK
POOL AND CLUBHOUSE USE POLICY
(Updated as of May 3, 2024)**

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.

1.8. Charitable Organization Use. Events hosted by charitable organizations, meaning an entity organized and operated exclusively for exempt purposes set forth in Section 501(c)(3) of the Internal Revenue Code (“Charitable Organizations”), 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, unless permitted during a special event and with prior approval of the District Representative and in accordance with the requirements of these Policies.

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, and except as permitted during certain special events with prior approval of the District Representative and in accordance with the requirements of these Policies. All service animals and animals must be accompanied and must be on a leash. All Users are responsible for cleaning up after their service animal and animals.

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 Accessible Pool Entry. The District's zero entry sloped entrance to the pool is compliant with the American with Disabilities Act, Titles II and III ("ADA") 2010 Accessibility Standards.

3.5 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.

3.6 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.

3.7 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	_____

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. ~~I~~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. ~~I~~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 or 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

**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

**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

**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.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
AM Lap Swim	5am-9am	5am-9am	5am-9am	5am-9am	5am-9am	5am-9am	5am-9am
Open Swim	9am-7:45 pm	9am-7:45 pm	9am-7:45 pm	9am-7:45 pm	9am-9pm	9am-9pm	9am-9pm
PM Lap Swim	8pm-9pm	8pm-9pm	8pm-9pm	8pm-9pm	N/A	N/A	N/A
Swim Lessons	8am-10am	8am-7pm	8am-7pm	8am-7pm	8am-7pm	8am-7pm	8am-10am

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, except as permitted during certain special events with prior approval of the District Representative and in accordance with the requirements of these Policies. All service animals and animals must be accompanied and must be on a leash. All Users are responsible for cleaning up after their service animal and animals. 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, unless permitted during a special event and with prior approval of the District Representative and in accordance with the requirements of these Policies. 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

**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 From 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 # _____
Special Instructions:	Deposit Pd. \$ _____ Check # _____
	Lifeguard Fee Pd.: \$ _____ Check # _____
	Security Fee Pd.: \$ _____ Check # _____
	Total Pd. \$ _____

1237.0005: 1048287

Revised July 2022

#1048287v8

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.
Charitable Organizations	\$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:** _____

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

Requisition No. 16

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 \$62,256.65.

2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows:

Leyden Rock Metropolitan District

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

Payment of capital invoices

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

See previously provided wire instructions

5. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund and have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of May, 2024.

DocuSigned by:

Brett Vernon

614222FA228E43A...

District Representative

**Leyden Rock Metro District
Requisition Summary**

Bond Requisition Number	Invoice number	Vendor Name	Date	Invoice Amount	Date Paid
Requisition No. 1 Total				2,641,085.68	01/04/23
Requisition No. 2 Total				237,457.05	01/06/23
Requisition No. 3 Total				124,750.00	01/12/23
Requisition No. 4 Total				47,807.79	01/25/23
Requisition No. 5 Total				8,347.49	02/22/23
Requisition No. 6 Total				7,498.75	03/17/23
Requisition No. 7 Total				84,504.79	06/08/23
Requisition No. 8 Total				110,682.19	06/30/23
Requisition No. 9 Total				54,211.10	08/31/23
Requisition No. 10 Total				56,513.29	09/28/23
Requisition No. 11 Total				53,930.50	11/13/23
Requisition No. 12 Total				4,736.15	12/14/23
Requisition No. 13 Total				47,360.23	01/11/24
Requisition No. 14	7769	The Architerra Group, Inc.	02/05/24	12,734.95	
Requisition No. 14 Total				12,734.95	02/13/24
Requisition No. 15	S-2048	Equalized Productions	02/16/24	20,301.85	
Requisition No. 15	BRO 242133	Keesen Landscape	02/23/24	137,720.00	
Requisition No. 15 Total				158,021.85	03/11/24
Requisition No. 16	BRO 242134	Keesen Landscape	02/23/24	35,525.00	
Requisition No. 16	7794	The Architerra Group, Inc.	03/07/24	4,324.40	
Requisition No. 16	7820	The Architerra Group, Inc.	04/04/24	10,181.40	
Requisition No. 16	7849	The Architerra Group, Inc.	05/08/24	12,225.85	
Requisition No. 16 Total				62,256.65	
Total Requisitioned				\$ 3,711,898.46	



3355 South Umatilla Street
Englewood, CO 80110

Phone: 303.761.0444
Fax: 303.761.3466
service@keesenlandscape.com

Past Due

INVOICE **BRO 242134**
INVOICE DATE 02/23/2024

BILL TO
Leyden Rock Metropolitan District c/o Advanced HOA Management, Inc 17685 W. 83rd Dr. Arvada, CO 80007 Phone:303-518-6815

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

INVOICE	TERMS	ACCOUNT OWNER
02/23/2024	Net 30	Angie Sherman
DESCRIPTION		PRICE

\$35,525.00

#99327 - 2023 Winter Parkway Project - Section A: Rock Only

Leyden Rock Parkway - Native Area Conversion to Landscape**Area between Yule and Yucca**

This proposal is to convert what was designed to be native grasses in the approximately 10' wide area between the street and sidewalk to a simple managed landscape area. The reasons for improving these sections are primarily:

- Erosion is heavy because seeding hasn't taken or been sustained so a significant portion of soil washes out potentially leading to numerous short and long term issues
- Seed is struggling and will continue to struggle because there is no irrigation to provide any supplemental water in times of prolonged absence of rainfall plus salt damage from snow removal activity
- Difficult to maintain to an acceptable standard due to numerous factors

This will be all rock beds with 1 1/2" river rock with ornamental grasses spaced throughout. These new rock beds will have drip irrigation for the plants. The entire area will be amended with new soil in order to fix grading issues from erosion as well as enrich all of the soil in the event more plants are installed in open areas at a later time.

Scope of work is extensive and will include the following:

- Preparation including rough grade and cleaning of rock
- Tilling of all work area including addition of amendment for plant growth
- Installation of irrigation
- Installation of weed barrier fabric
- Installation of ornamental grasses in rock bed
- Installation of river rock in rock bed sections

Budget for the installation and wiring of new zone valves is included in this proposal. A change order would only be necessary if there was an issue preventing the wiring of new valve(s) being completed due to damaged or missing control wires or other significant irrigation variances not anticipated/known.

Pricing for this project is discounted for installation between 11/1 of 2023 and 3/1 of 2024. There is also a budget for watering of the new grasses to help establish those while the water is off till spring

*LRP Native to Landscape Section #1***\$35,525.00**

Sales Tax (.00%)

\$0.00

Thank you for your business!

INVOICE GRAND TOTAL**\$35,525.00**

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



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

INVOICE #	7794
DATE	3/7/2024
DUE DATE	4/6/2024
P.O. #	

BILL TO:

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

PROJECT 2309/Leyden Rock Master Planning

DESCRIPTION	TOTAL
<p>DESCRIPTION: Scheduled coordination between project team, board members, and city staff. Attended public meeting. Coordinated with Katie Cooley and board members regarding trails master plan, concept plans for District owned parcels. Preliminary design for City owned parcels and misc. coordination.</p> <p>LABOR: L Dominguez - 36.75 hrs @ \$115/hr M Talerico - 0.5 hrs @ \$75/hr M Taylor - 0.25 hrs @ \$155/hr Labor Subtotal</p> <p>EXPENSES: 24 sq ft @ \$0.35/sq ft B/W Bond Plotting - Plain Paper 18 sq ft @ \$.75/sq ft Color Plotting - Plain Paper Expenses Subtotal</p>	<p style="text-align: right;">4,226.25 37.50 38.75 4,302.50</p> <p style="text-align: right;">8.40 13.50 21.90</p>
<u>\$4,324.40</u>	

Contract Amount	Contract Remaining	Percent Complete
\$223,585.00	\$123,679.90	45%

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 #	7820
DATE	4/4/2024
DUE DATE	5/4/2024
P.O. #	

BILL TO:

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

PROJECT 2309/Leyden Rock Master Planning

DESCRIPTION	TOTAL
DESCRIPTION: Prepared preliminary concept plans for Daybreak Park (2 locations) and Westridge Park. Modifications to Tract N, Culebra Entrance, and String of Pearls. Scheduled coordination with City of Arvada. Prepared for and attended review meeting with City of Arvada. Checked-in/coordinated meetings with K. Cooley and misc. coordination.	
LABOR: L Dominguez - 59.25 hrs @ \$115/hr V Ha - 2.75 hrs @ \$60/hr K Lietzke - 42 hrs @ \$75/hr M Talerico - 0.25 hrs @ \$75/hr Labor Subtotal	6,813.75 165.00 3,150.00 18.75 10,147.50
EXPENSES: 84 sq ft @ \$0.35/sq ft B/W Bond Plotting - Plain Paper 6 sq ft @ \$.75/sq ft Color Plotting - Plain Paper Expenses Subtotal	29.40 4.50 33.90
	<u>\$10,181.40</u>

Contract Amount	Contract Remaining	Percent Complete
\$223,585.00	\$113,498.50	49%

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 #	7849
DATE	5/8/2024
DUE DATE	6/7/2024
P.O. #	

BILL TO:

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

PROJECT 2309/Leyden Rock Master Planning

DESCRIPTION	TOTAL
<p>DESCRIPTION: Finalized concept plans for all parcels. Updated cost estimates. Prepared for and attended review meeting with the City of Arvada. Coordinated with K. Cooley and misc. coordination.</p>	
<p>LABOR: L Dominguez - 64.5 hrs @ \$115/hr K Lietzke - 63.25 hrs @ \$75/hr M Taylor - 0.25 hrs @ \$155/hr Labor Subtotal</p>	<p>7,417.50 4,743.75 38.75 12,200.00</p>
<p>EXPENSES: 31 sq ft @ \$0.35/sq ft B/W Bond Plotting - Plain Paper 20 sq ft @ \$.75/sq ft Color Plotting - Plain Paper Expenses Subtotal</p>	<p>10.85 15.00 25.85</p>
<u>\$12,225.85</u>	

Contract Amount	Contract Remaining	Percent Complete
\$223,585.00	\$101,272.65	55%

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

Certificate Of Completion

Envelope Id: A67A0493BAD14D4F93846B85DFF044C4	Status: Completed
Subject: Complete with DocuSign: 2021 Project Fund Requisition No. 16.pdf	
Client Name: LRMD	
Client Number: 011	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	CLA Operations
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Holly.Hayes@claconnect.com
	IP Address: 71.33.143.28


Record Tracking

Status: Original	Holder: CLA Operations	Location: DocuSign
5/14/2024 12:56:46 PM	Holly.Hayes@claconnect.com	

Signer Events

Brett Vernon
 brett.vernon@leydenrocklife.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 644222FA228E43A...
 Signature Adoption: Pre-selected Style
 Using IP Address: 71.218.124.17

Timestamp

Sent: 5/14/2024 1:07:02 PM
 Viewed: 5/14/2024 3:45:21 PM
 Signed: 5/14/2024 3:45:39 PM

Electronic Record and Signature Disclosure:
 Accepted: 5/14/2024 3:45:21 PM
 ID: 626d4956-52bc-4943-b280-96de906160a7

In Person Signer Events

Signature

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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

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Carbon Copy Events

Status

Timestamp

Allison L. Williams
 allison.l.williams@claconnect.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/14/2024 1:07:02 PM
 Viewed: 5/14/2024 4:09:16 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	5/14/2024 1:07:02 PM
Certified Delivered	Security Checked	5/14/2024 3:45:21 PM
Signing Complete	Security Checked	5/14/2024 3:45:39 PM
Completed	Security Checked	5/14/2024 3:45:39 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

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

Requisition No. 17

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 \$61,727.60.

2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows:

Leyden Rock Metropolitan District

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

Payment of capital invoices

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

See previously provided wire instructions

5. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund and have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of May, 2024.

DocuSigned by:

Brett Vernon

044222FA228E13A

District Representative

**Leyden Rock Metro District
Requisition Summary**

Bond Requisition Number	Invoice number	Vendor Name	Date	Invoice Amount	Date Paid
Requisition No. 1 Total				2,641,085.68	01/04/23
Requisition No. 2 Total				237,457.05	01/06/23
Requisition No. 3 Total				124,750.00	01/12/23
Requisition No. 4 Total				47,807.79	01/25/23
Requisition No. 5 Total				8,347.49	02/22/23
Requisition No. 6 Total				7,498.75	03/17/23
Requisition No. 7 Total				84,504.79	06/08/23
Requisition No. 8 Total				110,682.19	06/30/23
Requisition No. 9 Total				54,211.10	08/31/23
Requisition No. 10 Total				56,513.29	09/28/23
Requisition No. 11 Total				53,930.50	11/13/23
Requisition No. 12 Total				4,736.15	12/14/23
Requisition No. 13 Total				47,360.23	01/11/24
Requisition No. 14	7769	The Architerra Group, Inc.	02/05/24	12,734.95	
Requisition No. 14 Total				12,734.95	02/13/24
Requisition No. 15	S-2048	Equalized Productions	02/16/24	20,301.85	
Requisition No. 15	BRO 242133	Keesen Landscape	02/23/24	137,720.00	
Requisition No. 15 Total				158,021.85	03/11/24
Requisition No. 16	BRO 242134	Keesen Landscape	02/23/24	35,525.00	
Requisition No. 16	7794	The Architerra Group, Inc.	03/07/24	4,324.40	
Requisition No. 16	7820	The Architerra Group, Inc.	04/04/24	10,181.40	
Requisition No. 16	7849	The Architerra Group, Inc.	05/08/24	12,225.85	
Requisition No. 16 Total				62,256.65	05/15/24
Requisition No. 17	S100-3113	Hall Contracting LLC	04/25/24	56,215.60	
Requisition No. 17	6526	Communication Construction & Engineering	04/30/24	5,512.00	
Requisition No. 17 Total				61,727.60	
Total Requisitioned				\$ 3,773,626.06	



Invoice #S100- 3113

2801 N US HWY 85
Ste 108
Castle Rock, CO 80109

Date 4/25/2024
Terms Net 30
Due Date 5/25/2024
PO #

Bill To

Advance HOA Invoicing
Advance HOA
Advance HOA Management
PO Box 370390
Denver, CO 80237

Property Address

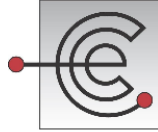
Leyden Rock
17685 W 83rd Dr
Arvada, CO 80007

Description	Amount
#1804 - Leyden Rock Seeding - Zircon St	
Terra Seed Install - 04/24/2024	\$10,830.00
#1805 - Leyden Rock Seeding - W 84th Drive Cul de Sac	
Terra Seed Install (main section of path near last home & on opposite side of cul de sac) - 04/24/2024	\$7,695.00
#1806 - Leyden Rock Seeding - Eldora Way	
Terra Seeding Install (Behind houses on Eldora Way) - 04/24/2024	\$20,662.50
#1807 - Leyden Rock Seeding - Trail between 84th & 85th	
Terra Seed Install - 04/24/2024	\$2,851.00
#1808 - Leyden Rock Seeding - W 85th Bluff	
Terra Seeding Install (Behind houses on 85th Bluff) - 04/24/2024	\$14,177.10

Subtotal	\$56,215.60
Sales Tax	\$0.00
Total	\$56,215.60
Credits/Payments	(\$0.00)
Balance Due	\$56,215.60

Communication Construction & Engineering, Inc.

901 E 73rd Ave
 Denver, CO 80229-6816



INVOICE

BILL TO
 Leyden Rock Metropolitan District c/o Advance HOA Management 17865 W. 83rd Drive
 Arvada, CO 80007
 Attention: Katie Call

INVOICE 6526
DATE 04.30.2024
DUE DATE 05.30.2024

SALES REP
 Norm

DESCRIPTION	QTY	RATE	AMOUNT
Pricing below for work at Leyden Rock on West side of Yule way. We will apply for address assignment, Electrical permit, Xcel application, coordination for inspections. We will install a 200amp meter pedestals w/100amp main breaker panel to supply power to one monument sign & GFCI outlet. We will install a plastic pull box next to the sign to extend a connection to the existing monument and install a GFCI outlet on the back. Work based on drawings provided.	0		0.00
Yule Way Existing Monument	0		0.00
Apply for address assignments, Electrical permits, Xcel applications, coordination for inspections	1	1,350.00	1,350.00
Mobilization each way per truck/per mile.	0	130.00	0.00
(Labor & Equip.) Directional bore and place a 1"UL HDPE conduit. Does not include spoils control and potholing.		12.00	12.00
Vac Trailer for utility potholing and spoils control during directional drilling	0	0.00	0.00
(Materials) Provide 1" HDPE UL Listed conduit	0	0.79	0.00
(Materials) Provide 1" Shurlock couplings	0	17.00	0.00
(Materials) Provide 2" PVC Conduit.	0	3.24	0.00
(Materials) Provide 2"x24"x90 with bell.	0	7.95	0.00
Provide 200amp meter housing, 100amp breaker panels, uni-strut, hardware	1	3,055.00	3,055.00
Electrical labor to install meters panels & hardware		1,950.00	0.00
Electrical connections to monument & GFCI outlet	0	1,625.00	0.00
Install a 11"x 18"x 12" Handhole.	0	360.00	0.00
Provide a 11"x 18"x 12" Plastic Handhole.	0	70.20	0.00
Project Manager Labor (Per Hour)	0	165.00	0.00
	0		0.00
	0		0.00
Assumptions:	0	0.00	0.00

Unless stated otherwise, this Estimate does not include permit fees, traffic control, or bonds.
 All Engineering plans will be designed to meet the State of Colorado Subsurface Utility Engineering specifications for ASCE Quality Level D standards, or no higher than the Quality Level stated. If any agency requires a higher Quality Level than bid additional charges will apply.
 Wildlife, environmental, or stormwater impact studies are not included in this quote.
 Force Majeure- CCE is not responsible for any unforeseen circumstances.
 As-built plans are not included unless specifically mentioned in this Estimate.
 Price subject to change due to material cost increases beyond our control such as tariffs, or AHJ fee

increases implemented after the date of this proposal
 CCE will not perform private utility locates and CCE is not responsible for all un-located utilities and/or facilities.
 Pricing is based on favorable soil conditions. If we encounter difficult soils including but not limited to sandy or rocky conditions, or buried debris, there will be additional charges.
 We will make three bore attempts. If we are unsuccessful there will be a \$1,700.00 minimum charge and we will renegotiate.
 All work will be done during normal business hours. If during permitting any unknown work hour restrictions are found then there may be additional cost.
 If CCE will be utilizing an existing conduit, there will be additional charges for damaged, crushed, or contaminated conduit.
 All potholes in asphalt will be patched with cold patch only. Any concrete potholes will be restored based on AHJ regulations and this will be an additional charge. If the AHJ requires full panel replacement it will be an additional charge.
 This estimate is standalone and is for the location listed in the scope of work above and is not to be connected with any other projects that have been performed in the past or will be started in the future for any other location unless specified by CCE.
 This estimate must be signed and also include any customer issued PO's in acceptance to get placed on the job board and scheduled. By signing this Estimate the signor understands and agrees to the above listed assumptions.

Pricing below for Leyden Rock on the east side Yule Way. ROW permit, Electrical permit & Traffic control to directional bore a 1"UL HDPE pipe across Yule Way 75' and place a new plastic pull box to extend wiring to a GFCI outlet & an upright on rocket post to a future monument. Specific location to be staked by the HOA.	0		0.00
Mobilization	0	130.00	0.00
Obtaining Right of way permit.	1	360.00	360.00
Cost of Right of way permit. Note: Permit costs are estimated and additional costs will be pass through.	1	540.00	540.00
Traffic control per day.	0	400.00	0.00
Obtaining Traffic Control Plans per sheet.	1	195.00	195.00
(Labor & Equip.) Directional bore and place a 1" conduit. Does not include spoils control and potholing.	0	12.00	0.00
Vac Trailer for utility potholing and spoils control during directional drilling	0	0.00	0.00
(Materials) Provide 1" HDPE UL Listed conduit	0	0.79	0.00
Install mule tape in empty conduit.	0	0.75	0.00
Provide Mule Tape (per ft).	0	0.07	0.00
Install a 11"x 18"x 12" plastic Handhole.	0	360.00	0.00
Provide a 11"x 18"x 12" plastic Handhole.	0	70.20	0.00
Electrical connections to Rocket post light & GFCI outlet on east side	0	1,625.00	0.00
Project Manager Labor (Per Hour)	0	165.00	0.00

Thank you for your business.

BALANCE DUE

\$5,512.00

To pay via Card please contact the Account Executive you have been working with. Note, there is a 3.5% fee on top of the invoice amount for a credit card payment.

Invoice terms are net 30. 1.5% interest per month and any attorney fees will be charged on invoices not paid in 30 days.

To pay with a credit card, a 3.4% processing fee will be added. Contact your Sales Rep to have this set up.

Certificate Of Completion

Envelope Id: 92315A595549445C8235F65C418F65E0	Status: Completed
Subject: Complete with DocuSign: 2021 Project Fund Requisition No. 17 2024-05-29.pdf	
Client Name: LRMD	
Client Number: 011	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	CLA Operations
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Holly.Hayes@claconnect.com
	IP Address: 47.4.82.244

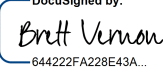
Record Tracking

Status: Original	Holder: CLA Operations	Location: DocuSign
5/29/2024 10:25:26 AM	Holly.Hayes@claconnect.com	

Signer Events

Brett Vernon
 brett.vernon@leydenrocklife.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 644222FA228E43A...
 Signature Adoption: Pre-selected Style
 Using IP Address: 63.231.75.99

Timestamp

Sent: 5/29/2024 10:26:46 AM
 Viewed: 5/29/2024 10:42:30 AM
 Signed: 5/29/2024 10:42:41 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/29/2024 10:42:30 AM
 ID: 1f2938eb-45c1-47c2-9d6b-39708363db07

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Allison L. Williams
 allison.l.williams@claconnect.com
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Sent: 5/29/2024 10:26:46 AM
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Electronic Record and Signature Disclosure:
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Witness Events

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Notary Events

Signature

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Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	5/29/2024 10:26:46 AM
Certified Delivered	Security Checked	5/29/2024 10:42:30 AM
Signing Complete	Security Checked	5/29/2024 10:42:41 AM
Completed	Security Checked	5/29/2024 10:42:41 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.



CITY OF ARVADA

RISK MANAGEMENT DIVISION

FACSIMILE: 720-898-7591 ▲ TDD: 720-898-7869

PHONE: 720-898-7590

Leyden Rock Metropolitan District
c/o Advanced HOA Management, Inc
17685 W. 83rd Dr.
Arvada, CO 80007

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the sum of Three Thousand Seven Hundred Fifty Three dollars and 13/00 (\$3,753.13) the undersigned acknowledges receipt of this sum and by accepting delivery, forever releases and discharges The City of Arvada, its employees, agents, heirs and assigns from all claims for damages to persons or property or for attorney fees, and releases all rights of action known or unknown which arose or could still arise from an incident, occurrence or accident occurring on or about the 15th day of March 2024.

The undersigned also warrants that no other person, firm or corporation has received any assignment, subrogation or any other right to make a claim based on the named incident; but if the parties released are subjected to any claim, I will hold the released parties harmless against any such claims or demands.

In exchange for payment received by this release, I hereby assign to City of Arvada, any and all causes of action, which I have or may have against any third party in connection with the incident identified above.

IT IS EXPRESSLY AGREED that acceptance of the stated sum is in full accord and satisfaction of a disputed claim and represents no admission of liability, which liability is expressly denied.

I HAVE CAREFULLY READ and understand this release and agreements made herein, and have entered into such agreement voluntarily.

Brett Vernon

X Brett Vernon (May 31, 2024 10:20 MDT)

(Brett Vernon, President)

05/31/2024

Date

ELECTION SITE USE AGREEMENT

THIS ELECTION SITE USE AGREEMENT (this “Agreement”), dated for reference purposes only this 21st day of May, 2024, is entered into by and between the JEFFERSON COUNTY, COLORADO, CLERK AND RECORDER’S OFFICE (the “County Clerk”), for the use and benefit of its ELECTIONS DIVISION, and LEYDEN ROCK METROPOLITAN DISTRICT, a Colorado governmental entity (the “Licensor” and, together with the County Clerk, the “Parties”).

WHEREAS, the Licensor is the lawful owner of real property and improvements known as the Leyden Rock Community Center, and located at 17685 W 83rd Drive, Arvada, CO 80007 (the “Premises”); and

WHEREAS, the County Clerk will be administering the 2024 General Election (the “Election”) within Jefferson County, Colorado, and wishes to use the Premises as a Voter Service and Polling Center (VSPC) in connection with the Election (the “Permitted Purpose”); and

WHEREAS, the Licensor is willing to permit the County Clerk to use the Premises for the Permitted Purpose under the terms set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

1. **GRANT OF LICENSE.** Subject to the terms of this Agreement, the Licensor grants to the County Clerk, and the County Clerk accepts from the Licensor, a license to use and occupy the Premises, including all improvements thereon, for the Permitted Purpose at all times during the period beginning October 31st, 2024 and ending November 6th, 2024 (the “Period of Use”) when voting is occurring plus a minimum of an additional hour before and after the voting period, as needed by the County Clerk for the setup and breakdown of its voting equipment. The Licensor further agrees to provide the County Clerk with access to the Premises prior to and after the voting period as necessary for the County Clerk to install and remove voting equipment and associated hardware, signage and other equipment.

2. **USE OF PREMISES.** Subject to any restrictions set forth in this Agreement, the County Clerk shall be free to use the Premises during the Period of Use in such manner as it deems necessary or beneficial to accomplish the Permitted Purpose.

3. **SERVICES FURNISHED BY LICENSOR.** The Licensor shall furnish the following services for the Premises to the extent necessary or beneficial for the County Clerk to use the Premises for the Permitted Purpose during the Period of Use:

- keys or access codes to the Premises;
- heating or cooling, as appropriate;
- electrical service;
- broadband internet service with sufficient bandwidth to support the County Clerk’s election equipment;

- information technology support as necessary to facilitate the County Clerk's use of the Licensor's broadband internet service;
- telephone service;
- light fixtures and replacement of light bulbs as required from time to time;
- access to parking facilities;
- restroom access for County Clerk staff and licensees and invitees;
- breakroom access to County Clerk staff, to the extent available;
- removal of ice, snow and debris in the common areas and the parking facility; and
- any other customarily supplied utilities, maintenance, security, and building operation services.

4. **CONSIDERATION.** The County Clerk shall deposit with the Licensor the sum of \$500.00 (the "Security Deposit") to be held by the Licensor as security for the County Clerk's performance of its obligations under this Agreement. The Licensor may apply all or part of the Security Deposit as compensation for damage to the Premises or other losses incurred by the Licensor that are fairly attributable to the County Clerk. The Licensor shall return any unused portion of the Security Deposit to the County Clerk within 30 days following the termination of this Agreement. It is understood and agreed that no rent or other payment is due or payable by the County Clerk under this Agreement.

5. **SIGNAGE.** The County Clerk may install temporary signage in or on the Premises or in the immediate area surrounding the Premises concerning the conduct of the Election. The County Clerk shall remove all such signage prior to the conclusion of the Period of Use.

6. **ALTERATIONS.** With the prior approval of the Licensor, the County Clerk may install electrical and/or telephone/internet wiring, cabling, or other hardware in the Premises as necessary to accomplish the Permitted Purpose. Any costs associated with alteration shall be the responsibility of the County Clerk. Representatives of the Licensor may supervise all alteration work as necessary to ensure that any alterations are made in the manner authorized by the Licensor.

7. **ENFORCEMENT OF ELECTION LAWS.** The County Clerk shall have the authority to enforce applicable state, federal and local election laws in the Premises and in the immediate area surrounding the Premises, including, without limitation, laws addressing electioneering, election interference and voter intimidation.

8. **ENTRY BY THE LICENSOR.** The County Clerk shall permit representatives of the Licensor to enter into and upon the Premises at all reasonable hours to inspect the same, to furnish the services described in this Agreement, and to perform such other reasonably necessary activities. The County Clerk may restrict access to the Premises by the Licensor's representatives to the extent necessary to comply with applicable election laws, rules or policies.

9. **SURRENDER OF POSSESSION.** The County Clerk agrees to surrender possession of the Premises to the Licensor at the expiration of the Period of Use in as good condition and repair as when the County Clerk first occupied the Premises, except for any alterations authorized by Licensor, any damage or loss caused by acts outside of the reasonable control of the County Clerk, such as acts of nature, and ordinary wear and tear. The County Clerk will surrender any keys or

other items provided by the Licensor at the same time.

10. **OTHER OBLIGATIONS OF THE COUNTY CLERK.** The County Clerk shall:

- a. Keep the Premises reasonably free and clear from waste resulting from the use of the Premises by its employees, volunteers, licensees and invitees;
- b. Take reasonable steps to ensure that its employees, volunteers, licensees and invitees comply with all applicable Licensor policies when accessing the Premises; and
- c. Take reasonable steps to ensure that its employees, volunteers, licensees and invitees comply with any laws or policies, including any public health orders, applicable to the Premises.

11. **COMMUNICATIONS.** All communications between the Parties concerning this Agreement shall, to the extent practicable, be made to the representatives of the Parties identified below:

The County Clerk

Liz Sanchez

Elections Project Coordinator

Jefferson County Clerk and Recorder's Office, Elections Division

Laramie Building

3500 Illinois Street

Golden, CO 80401

esanche@co.jefferson.co.us

The Licensor

Katie Call

Community Manager

Leyden Rock Metropolitan District

17685 W 83rd Drive

Arvada, CO 80007

katie.call@advancehoa.com

12. **NOTICE OF UNAVAILABILITY AND SUBSTITUTION OF SPACE.** In the event the Premises becomes unavailable for use as contemplated by this Agreement for any reason beyond the reasonable control of the Parties (such as fire or flooding), or in the event the Licensor becomes aware of circumstances that could impact accessibility to the Premises (such as elevator service outages, broken service ramps), the Licensor shall promptly notify the County Clerk and, if reasonably possible, provide substitute space for use by the County Clerk for the Permitted Purpose.

13. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement and understanding, and supersedes any prior written or oral agreements, between the Parties regarding the subject matter described herein. No amendment or modification of this

Agreement shall be valid unless evidenced by a written instrument executed by both Parties with the same formality as this Agreement.

14. **VENUE, GOVERNING LAW.** This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and venue shall lie in the District Court in and for the County of Jefferson, State of Colorado.

15. **AUTHORITY TO GRANT USE.** The Licensor warrants and represents it has the authority to grant the use of the Premises contemplated by this Agreement.

16. **EXECUTION BY COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

IN WITNESS WHEREOF, the Parties have caused this Election Site Use Agreement to be executed by their duly authorized representatives.

LICENSOR:

LEYDEN ROCK METROPOLITAN
DISTRICT

By: *Brett Vernon*
Brett Vernon (Jun 12, 2024 09:47 MDT)

Name: Brett Vernon

Title: President

Date: 06/12/2024

COUNTY CLERK:

JEFFERSON COUNTY, COLORADO

By: _____

Name: Amanda Gonzalez

Title: Clerk and Recorder

Date: _____

APPROVED AS TO FORM:

By: _____
Jean Biondi
Assistant County Attorney



mountainmedia

production company

Service Agreement

This Agreement, entered into on June 6, 2024, is between Mountain Media Production Co., LLC ("Mountain Media") and Leyden Rock Metropolitan District ("Client"). Through this Agreement the Client engages Mountain Media to provide video production services, as described below.

Deliverable or Service	Format
<p>Video Production Services</p>	<ul style="list-style-type: none"> • Production of four to five (4-5) short (5 minutes or less, each) educational videos concerning emergency plan for the Leyden Rock community, with professional input from Arvada City officials (Fire, Police). <p>Includes:</p> <ul style="list-style-type: none"> • Pre-production (scripting), production, and post-production (editing) of all videos, to include topics such as: <ul style="list-style-type: none"> • Why a cohesive emergency plan is important for Leyden Rock; • Mitigation and Preparation - how to "harden" your property against wildfire and other emergencies • How to prepare: include subjects like Go Bags, planning an escape route, insurance - taking photos/video of house contents, rendezvous points • Communications - How to confirm you're registered to receive texts / calls from 911 should emergency occur (Lookout Alert, Smart 911, etc.); where to turn for official information in emergencies (radio, TV, social media); if you see something (like smoke, power lines failing, etc.), say something. • Time to Go - formulate an actual evacuation plan for your family should the need arise; how to navigate when it's dark, ashes falling • Final Summary - It's critical we all have a plan for emergencies. Key take-aways: make a plan; talk to your family members and neighbors; share this video

- A. Mountain Media agrees to provide the following to the Client:
 The Client agrees to pay Mountain Media a total of **\$8,000** according to the following schedule: the first installment of **\$2,500 due upon the signing of this Agreement**, before any pre-production begins; an interim installment of \$2,500 once Mountain Media

BV

Client Authorized Initials: BV
 Mountain Media Service Agreement

determines work is 50% complete on the 2024 portion of the contract, and a final installment of \$3,000 on January 1, 2025 in order to complete work.

- B. In the unlikely event additional time outside the scope of this document is needed, Mountain Media will contact Client first. This additional time - if approved in writing - would be billed at \$125/hr.
- C. If pre-production commences by June 10, 2024, Mountain Media will provide at least half of all deliverables in section A in final form on or before a TARGET DATE of November 1, 2024.
- D. The Client is responsible for collaborating with Mountain Media on the production process; scheduling and keeping appointments; and providing feedback on any changes in a timely manner.
- E. The Client acknowledges that any delay in fulfilling these obligations may affect the final delivery date.
- F. If the Client does not provide the necessary content, approval, and other items listed in section D within thirty (30) business days after Mountain Media's first request to do so, Mountain Media has the right to cancel this agreement and charge a "kill fee" as defined in section G.
- G. Should Client cancel this project for any reason except for non-performance by Mountain Media, Mountain Media retains the right to charge a "kill fee" of up to 50% of the total cost in section B above to cover any time and expenses incurred. Total amounts to be paid under this contract, including any "kill fee", shall not exceed the contract amount, unless otherwise agreed to by all parties in writing as provided for in section B.
- H. Upon receipt of full payment, Mountain Media irrevocably grants the following rights in the final version of its deliverable(s) to the Client:
 - 1. Full ownership of the rights established in 17 U.S.C. § 106 (including, but not limited to, reproduction and distribution) to copyrighted works; and
 - 2. Full ownership of the electronic rights (defined as rights in the digitized form of works that can be encoded, stored, and retrieved from a computer) for worldwide use for an unlimited time.
- I. The Client represents to Mountain Media and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other materials furnished to Mountain Media for inclusion in the deliverable(s) are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements.
- J. Mountain Media retains the rights to all preliminary materials including, but not limited to, its drafts, proofs, and designer's notes. The rights to source code, video and

programming elements owned by third parties remain the property of their respective owners.

- K. The Client shall hold Mountain Media harmless from and against any claim arising out of its work for the Client. The Client shall indemnify and defend Mountain Media from any such claims, including the payment of Mountain Media's reasonable defense attorney's fees & costs as well as the full amount of any resulting awards or judgments against Mountain Media. The Client also agrees to indemnify Mountain Media against any claims or costs arising from the Client's use or publication of the deliverable(s).
- L. Mountain Media does not guarantee the availability of third-party-provided Internet services such as (by way of example, not limitation) YouTube, Instagram, Facebook, Twitter/X, Google, etc. In the event of the discontinuation of such a service, or any feature thereof, the Client's sole remedies will be against the third-party service provider according to the Client's user agreement with that provider. Any work performed for the Client by Mountain Media arising from the discontinuation of a third-party-provided internet service will be done according to a written amendment of this Agreement, or a new agreement, describing the work and its cost and signed by both parties.
- M. Neither party will copy, use, or disclose any Confidential Information of the other except as reasonably required to perform its duties under this Agreement, and will only disclose such information to those employees, subcontractors, and agents that have a "need to know" such information to perform their duties.

For the purposes of this Agreement, "Confidential Information" means competitively sensitive or secret business, marketing, or technical information that the owner has made accessible only to selected persons. "Confidential Information" does not include any information that is publicly available at the time of disclosure.

- N. The parties agree that Mountain Media is an independent contractor. It will be responsible for, and will have full control over, developing its own means and methods as it deems appropriate in providing the services. The Client is interested only in the results of the services.

As a result, Mountain Media and its principals, agents and contractors:

1. Are not employees, partners, nor agents of the Client;
2. Have no authority to contract for or bind the Client in any manner, except with the prior written consent of Client;
3. Will not make any representation of an employment relationship between themselves and the Client;
4. Will not claim any benefits provided by the Client to its employees;
5. Agree that they are not entitled to and will not receive any employee benefits from the Company, including but not limited to employer withholdings or liability

for taxes, FICA, Medicare or Medicaid, medical or disability insurance, vacation or leave, or pension; and

6. Agree that they are not entitled to and will not receive worker's compensation or unemployment insurance benefits unless coverage is provided by Consultant or some other entity.
- O. Mountain Media is obliged to and agrees to pay any applicable federal, state, and local income tax on any monies paid pursuant to this Agreement.
- P. No amendment of this Agreement will be effective unless it is in writing and signed by the parties.
- Q. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver. No such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.
- R. If any provision of this Agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.
- S. This Agreement and its exhibits, if any, constitute the entire agreement of the parties relating to the subject matter. It supersedes all other oral or written agreements relating to the subject matter. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.
- T. The Client and Mountain Media agree that the district and/or county courts in and for Jefferson County, Colorado shall have sole and exclusive jurisdiction over any dispute arising hereunder. The Client and Mountain Media consent and agree to the exercise of personal jurisdiction over them by the foregoing courts and each hereby waives any and all objections either may have to the exercise of personal jurisdiction by the foregoing courts.
- U. This Agreement shall be governed by the laws of the State of Colorado.
- V. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of each of the parties. The undersigned representative for each party warrants that he or she is authorized to bind his or her principal to this contract.

Signatures

WE HAVE READ THIS AGREEMENT BEFORE SIGNING IT AND AGREE TO ITS TERMS.
The effective date of this Agreement is the day and year written in the opening paragraph.

Brett Vernon	Chris Woodley
Name	Name
For Leyden Rock Metropolitan District Board President	For Mountain Media Production Co., LLC Owner
Title	Title
<u><i>Brett Vernon</i></u> Brett Vernon (Jun 10, 2024 14:39 MDT)	<u><i>Chris Woodley</i></u> Chris Woodley (Jun 10, 2024 14:33 MDT)
Signature	Signature



mountainmedia
production company

Service Agreement

This Agreement, effective as of June 4, 2024, is between Mountain Media Production Co., LLC, a Colorado limited liability company (“Mountain Media”) and Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (“Client”). Through this Agreement the Client engages Mountain Media to provide video production services, as described below.

A. Mountain Media agrees to provide the following to the Client:

Deliverable or Service	Format
Live Streaming	<ul style="list-style-type: none"> • Mountain Media will assist in producing live streams at the Leyden Rock Clubhouse for the Client and possibly other meetings. <p>Includes:</p> <ul style="list-style-type: none"> • Consulting with Client staff to learn the needs of upcoming meeting(s), in order to be prepared for guests, etc. • Setting up and testing of all equipment at clubhouse at least one (1) hour before meetings. • Production of meeting for live streaming distribution, to include titles and potential other production elements, if/as needed. • Uploading of completed meeting(s) to Client's YouTube Channel and/or distribution channels for viewing and archival purposes. • Troubleshooting and consultation with Client staff for other potential needs.

B. The Client agrees to pay Mountain Media \$50/hour for services.

C. In the unlikely event additional time outside the scope of this document is needed, Mountain Media will contact Client first. This additional time - if approved in writing by the Client - will be billed at \$125/hr.

D. Upon receipt of full payment, Mountain Media irrevocably grants the following rights in the final version of its deliverable(s) to the Client:

1. Full ownership of the rights established in 17 U.S.C. § 106 (including, but not limited to, reproduction and distribution) to copyrighted works; and
2. Full ownership of the electronic rights (defined as rights in the digitized form of works that can be encoded, stored, and retrieved from a computer) for worldwide use for an unlimited time.

E. The Client represents to Mountain Media and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other materials furnished to Mountain Media for inclusion in the deliverable(s) are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements.

F. Mountain Media retains the rights to all preliminary materials including, but not limited to,

Client Authorized Initials: _____
Mountain Media Service Agreement

its drafts, proofs, and designer's notes. The rights to source code, video and programming elements owned by third parties remain the property of their respective owners.

- G. To the extent permitted by law, if any, the Client shall hold Mountain Media harmless from and against any claim arising out of its work for the Client. To the extent permitted by law, if any, the Client shall indemnify and defend Mountain Media from any such claims, including the payment of Mountain Media's reasonable defense attorney's fees & costs as well as the full amount of any resulting awards or judgments against Mountain Media. To the extent permitted by law, if any, the Client also agrees to indemnify Mountain Media against any claims or costs arising from the Client's use or publication of the deliverable(s).
- H. Mountain Media does not guarantee the availability of third-party-provided Internet services such as (by way of example, not limitation) YouTube, Instagram, Facebook, Twitter/X, Google, etc. In the event of the discontinuation of such a service, or any feature thereof, the Client's sole remedies will be against the third-party service provider according to the Client's user agreement with that provider. Any work performed for the Client by Mountain Media arising from the discontinuation of a third-party-provided internet service will be done according to a written amendment of this Agreement, or a new agreement, describing the work and its cost and signed by both parties.
- I. Neither party will copy, use, or disclose any Confidential Information of the other except as reasonably required to perform its duties under this Agreement, and will only disclose such information to those employees, subcontractors, and agents that have a "need to know" such information to perform their duties.

For the purposes of this Agreement, "Confidential Information" means competitively sensitive or secret business, marketing, or technical information that the owner has made accessible only to selected persons. "Confidential Information" does not include any information that is publicly available at the time of disclosure.

- J. The parties agree that Mountain Media is an independent contractor. It will be responsible for, and will have full control over, developing its own means and methods as it deems appropriate in providing the services. The Client is interested only in the results of the services.

As a result, Mountain Media and its principals, agents and contractors:

1. Are not employees, partners, nor agents of the Client;
2. Have no authority to contract for or bind the Client in any manner, except with the prior written consent of Client;
3. Will not make any representation of an employment relationship between themselves and the Client;

Client Authorized Initials: _____
Mountain Media Service Agreement

4. Will not claim any benefits provided by the Client to its employees;
 5. Agree that they are not entitled to and will not receive any employee benefits from the Company, including but not limited to employer withholdings or liability for taxes, FICA, Medicare or Medicaid, medical or disability insurance, vacation or leave, or pension; and
 6. Agree that they are not entitled to and will not receive worker's compensation or unemployment insurance benefits unless coverage is provided by Consultant or some other entity.
- K. Mountain Media is obliged to and agrees to pay any applicable federal, state, and local income tax on any monies paid pursuant to this Agreement.
- L. No amendment of this Agreement will be effective unless it is in writing and signed by the parties.
- M. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver. No such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.
- N. If any provision of this Agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.
- O. This Agreement and its exhibits, if any, constitute the entire agreement of the parties relating to the subject matter. It supersedes all other oral or written agreements relating to the subject matter. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.
- P. The Client and Mountain Media agree that the district and/or county courts in and for Jefferson County, Colorado shall have sole and exclusive jurisdiction over any dispute arising hereunder. The Client and Mountain Media consent and agree to the exercise of personal jurisdiction over them by the foregoing courts and each hereby waives any and all objections either may have to the exercise of personal jurisdiction by the foregoing courts.
- Q. This Agreement shall be governed by the laws of the State of Colorado.
- R. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of each of the parties. The undersigned representative for each party warrants that he or she is authorized to bind his or her principal to this contract.

- S. Subject to Annual Appropriation and Budget. The Client does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the Client under this Agreement are subject to annual budgeting and appropriations, and Mountain Media expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of the Client's governing body, and the obligations of the Client 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 Client and Mountain Media understand and intend that the Client'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.
- T. 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 Client, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Client and, in particular, governmental immunity afforded or available to the Client pursuant to the §§ 24-10-101, *et seq.*, C.R.S.

Signatures

WE HAVE READ THIS AGREEMENT BEFORE SIGNING IT AND AGREE TO ITS TERMS. The effective date of this Agreement is the day and year written in the opening paragraph.

 Name (please print)
 for Leyden Rock Metropolitan District

 Name (Please Print)
 for Mountain Media Production Co., LLC

 Title

 Title

 Signature

 Signature

Leyden Rock Metropolitan District
Interim Claims 05/17/24 - 06/13/24

Invoice Date	Payment Date	Vendor	Invoice Number	Amount
02/23/24	05/23/24	Keesen Landscape	BRO 242134	\$ 35,525.00
03/31/24	05/22/24	Winzenburg, Leff, Purvis & Payne, LLP	697978	238.00
03/31/24	05/22/24	CliftonLarsonAllen, LLP	L241273351	10,565.62
04/30/24	05/22/24	White, Bear & Ankele PC	34568	6,461.45
04/30/24	05/23/24	Communication Construction & Engineering Inc.	6526	5,512.00
05/01/24	05/22/24	Grants Custom Carpentry	05012024 Final	521.00
05/01/24	05/22/24	Wesley Wallcovering, LLC	Estimate 1053 Final	950.00
05/01/24	05/22/24	Blinds Couture	10313 - 10314 Final	6,965.00
05/04/24	06/03/24	Santiago's Pro Painting LLC	8	680.00
05/08/24	05/22/24	The Architerra Group, Inc.	7849	12,225.85
05/15/24	06/07/24	Respect Electric, LLC	Change Order 01	820.00
05/17/24	06/07/24	Loft & Blush Interiors, LLC	ReimbursementMay24-1	209.97
05/21/24	06/03/24	Santiago's Pro Painting LLC	SantiagoMay24	1,260.00
05/21/24	06/07/24	Respect Electric, LLC	May-24	1,325.00
				\$ 83,258.89

MANAGEMENT REPORT

COMMUNITY:	MANAGER:	REPORT DATE:
Leyden Rock Metro District	Katie Call	June 11, 2024

<p>2024 Regular Board Meeting Schedule: <u>Capital Projects Discussion on the First Tuesday of each month</u></p> <ul style="list-style-type: none"> ❖ January 2 ❖ February 6 ❖ March 5, canceled ❖ April 2, canceled ❖ May 7 ❖ June 4 ❖ July 2, canceled ❖ August 6 ❖ September 3* (day after Labor Day) ❖ October 11 ❖ November 5 ❖ December 3 	<p>2024 Regular Board Meeting Schedule: <u>Regular Business on the Third Tuesday of each month</u></p> <ul style="list-style-type: none"> ❖ January 16 ❖ February 20 ❖ March 19 ❖ April 16 ❖ May 21 ❖ June 18- FIRST HYBRID MEETING ❖ July 16- ANNUAL MEETING ❖ August 20 ❖ September 17 ❖ October 15 ❖ November 19- BUDGET HEARING ❖ December 17
<p>Last Reserve Study: 2020</p> <p>Operating Fee: \$0.00/year Tract K Filing Fee: \$372/year</p> <p>Current mill levy (2023), for collection in 2024</p> <p>23.256 mills - (general fund) 30.246 mills - (debt service fund)</p>	<p>Board of Directors:</p> <ul style="list-style-type: none"> ❖ Brett Vernon, President Term to May 2027 ❖ Scott J. Plummer, Secretary Term to May 2027 ❖ Christian Ardita, Assistant Secretary Term to May 2025 ❖ VACANT, Assistant Secretary Term to May 2025 ❖ Jeff Cunningham, Treasurer Term to May 2025
<p>District Services: Residential Trash, Common Area Landscape Maintenance, Common Area Snow Removal, Pet Waste Removal, Pool Maintenance & Staffing, Social Events</p>	<p>Dates to Note:</p> <ul style="list-style-type: none"> ❖ Office Closed: Wednesday, June 19th ❖ New Resident Social: Tuesday, June 25 ❖ Office Closed: Thursday, July 4th-Friday July 5th
<p>Landscape Committee:</p> <p>Tanis Batsel-Stewart Carolyn Rowe Thu Koelling Diane Mangam Lisa Coleman Pam Hill</p>	<p>Additional Information:</p> <ul style="list-style-type: none"> ❖ E-newsletter Performance: Total Contacts: 2,114 Email Open Rate: 73%

COMPLIANCE INSPECTIONS

Inspector: Pam Mitchell

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

CURRENT PROJECTS / ACTION ITEMS

PROJECT	DESCRIPTION	STATUS
Entrance Lighting Repair	LR Drive entry monument lights are broken	Complete
Fence Staining	Working with Neighborly Fence Staining for Phase 2	Complete
Snow Removal Landscape Damages	Working with City/Keesen for repairs from 3/14-3/15 snowstorm	Complete
Soil Sediment Application	Working with CTL for application to dismiss testing	Complete- see attached report
Pool & Clubhouse Use Policy Update	Work with WBA for updates to policy	In progress, added to 6/18 meeting
Sidewalk/Trail Moss	Behind W 83 rd Pl and Yule Street	Proposal received, added to 6/18 meeting
Trail Repair	Repairs to trail from Preservation Tree Care stuck vehicle damage	Restoration proposal received, added to 6/18 meeting
Jefferson Parkway Signs	Notice of Parkway signs installed along parkway	In progress
Clubhouse Refresh	Refresh includes updated furniture, design upgrades, acoustic elements	In progress
Hydroseeding	Capital project- working with Hall	In progress, managed by K.Cooley
Pool Lighting	Upgrade lights to LED	Pending installation update
Pool Heater	Addition w/ Electronic Thermostat	Pending installation update
Fence Repairs	Windblown fence repairs	In progress
Website Host Transfer	Transition website to Streamline	In progress
Parking Lot Lighting	Adding lighting to the parking lot at the clubhouse	In progress, received proposals from Hinton Electric and Pro Systems
Pool Plaster	Resurfacing the pool	In progress
Community FAQ	Compile FAQ questions from Board members and create location on website	Complete, no additional feedback received On hold, website placement
Tree Care Program	Tree replacement program with Preservation Tree Care	On hold, until Fall following IPM visit
Jellyfish Lighting	Working with Tanis/Scott to review & consider updated guidelines	On hold, pending update from WLPP
Clubhouse Updated Cleaning Checklist	Cleaning requirement changes from refresh	On hold, pending completion of clubhouse refresh
Concrete Repairs	Identifying concrete repair needs around the community	On Hold
Pet Stations	Station relocation	On Hold
Column Stone Replacement	Stone has come off on of the fence columns in the community	On Hold
Clubhouse Repairs	Replacement of blocks on back railings	On Hold

Wayfinding Sign Stain	Stain the wood on the wayfinding signs and Ping Pong Park sign	On Hold
Tower Storage Room	Seeking shelving options to better utilize storage space	On hold
Landscape Project Planning	Project planning for summer season of landscape projects with Board liaisons	Ongoing
Lifestyle	Event planning/execution	Ongoing
Sponsorship Management	Community Partnerships	Ongoing
Weekly Community E-Newsletter	Content creation	Ongoing
District Website Management	Updates to website	Ongoing
Wayfinding Signs/Message Board	Updates to current information	Ongoing
Reservation Calendar	Managing private rental and clubhouse use	Ongoing
Vendor Management	Ongoing vendor maintenance and meetings	Ongoing
Board Meeting Prep	Management Report and memo prep	Ongoing
Financials	Invoice Review	Ongoing
Resident Support	Homeowner inquiries	Ongoing
Violations	Inspection review and follow up	Ongoing
Architectural Review	Application review and follow up	Ongoing
Hybrid Meeting Prep	Support from Chris Woodley for Board meeting	Ongoing

ANNUAL CALENDAR - 2024

January	<ul style="list-style-type: none"> ▪ District Office Closed - January 1, 2024 ▪ Domain Auto Renewal - January 5, 2024 ▪ District Office Closed - January 15, 2024 ▪ HVAC Preventative Maintenance – January 26, 2024
February	<ul style="list-style-type: none"> ▪ District Office Closed - February 19, 2024
March	<ul style="list-style-type: none"> ▪
April	<ul style="list-style-type: none"> ▪ Board Email Auto Renewal - April 8, 2024 ▪ Pool Forms/FOB Distribution begins
May	<ul style="list-style-type: none"> ▪ Pet Waste- 3x Weekly Starts- May 1 ▪ Community Meeting (Arvada Fire & Arvada PD)- May 13, 2024 ▪ District Office Closed - May 27, 2024 ▪ Snow Contract Expires - May 31, 2024 ▪ Irrigation Start-up / Spring Clean-up ▪ Backflow Inspection ▪ HVAC Preventative Maintenance – May 14, 2024 ▪ Pool Shade Installation ▪ Phase 2 Fence Staining – May 31- June 10, 2024
June	<ul style="list-style-type: none"> ▪ District Office Closed - June 19, 2024
July	<ul style="list-style-type: none"> ▪ District Office Closed - July 4, 2024 ▪ District Office Closed - July 5, 2024 ▪ Annual Meeting - July 16, 2024
August	<ul style="list-style-type: none"> ▪ Budget Working Session - TBD
September	<ul style="list-style-type: none"> ▪ District Office Closed – September 2, 2024 ▪ Pool Closing Date - September 4, 2024 ▪ Renew Snow Contract ▪ HVAC Preventative Maintenance - TBD
October	<ul style="list-style-type: none"> ▪ Pet Waste- 2x Weekly Starts- October 1 ▪ Draft Budget Due to CLA- October 1, 2024 ▪ District Office Closed – October 14, 2024 ▪ Draft Budget Submitted by CLA- October 15, 2024 ▪ Irrigation Shutdown / Fall Clean-up ▪ Pool Shade Removal
November	<ul style="list-style-type: none"> ▪ Final Budget Changes to CLA- November 1, 2024 ▪ District Office Closed - November 11, 2024 ▪ Board Meeting/Budget Hearing (Regular Business) - November 19, 2024 ▪ District Office Closed - November 27 thru November 29, 2024
December	<ul style="list-style-type: none"> ▪ District Office Closed – TBD

LIFESTYLE COMMUNITY CALENDAR- 2024

Events This Month	Community Garage Sale	Friday, June 7
	Dive In Movie	Friday, June 7
	Community Garage Sale	Saturday, June 8
	Community Yoga	Saturday, June 23
Upcoming Events Next Month	4th of July Celebration	Thursday, July 4
	Dive In Movie	Saturday, July 6
	Pool Karaoke	Friday, July 19
	Far-Vada Olympics	Saturday, July 20
Monthly Events	Arvada Story Time	First Wednesday AM of the month
	Sound Bath	First Wednesday PM of the month
	Mobile Groomer	Second Tuesday of the month
	Toddler Time	Third Wednesday of the month
	Empty Nesters	Last Friday AM of the month
	Trivia Night	Last Friday PM of the month
	Mobile Barber	Rotating Dates, 1x monthly
Signature Events	Easter	Sunday, March 24, 2024
	Pool Opening Party	Friday, May 24, 2024
	Fourth of July	Thursday, July 4, 2024
	Fall Fest	Saturday, September 21, 2024
	Adults Night Out- 2 times	TBD
	Turkey Trot	Saturday, November 16, 2024
	Holiday Market	First weekend in December
	Santa Visits	Saturday, December 14, 2024 Sunday, December 15, 2024
Club Activity	Mahjong Club*	Weekly meetups
	Running Club	Weekly meetups
	Book Club	Monthly meetups
	Hiking Club	Monthly meetups
	Bunco Club	Monthly meetups
	Craft Club	Monthly meetups
	Give Back Club	Monthly meetups

CURRENT CONTRACTS

SERVICE	COMPANY	RATE	EXPIRATION	TERMINATION CLAUSE
Landscaping (including pond maintenance)	Keesen Landscape	\$196,450 <i>See scope for fees</i>	December 31, 2024	30 days
Snow Removal	Keesen Landscape	T&M <i>See scope for fees</i>	May 31, 2024	30 days
<i>Soil/Sediment Sampling</i>	<i>CTL Thompson</i>	<i>\$4,000 per sample every 6 months</i>	<i>December 31, 2024</i>	<i>30 days</i>
Weed & Pest Control	Weed Wranglers	\$73,500 \$4,500/pest control visit (2x/year)	December 31, 2024	30 days
Pet Waste Removal	Poop 911	\$2,060/ 3x week per month \$1,610/ 2x week per month + \$10.00 per roll for bags	December 31, 2024	30 days
Trash Removal	Republic Services	\$256,170	December 31, 2024	30 days
Janitorial Services	Done & Dusted	\$200.00/ clubhouse cleaning \$95.00/pool cleaning	December 31, 2024	30 days
Pool Maintenance	Peak One Pool & Spa	\$110.00/weekday visit + \$7,000 chemicals	December 31, 2024	30 days
Pool Monitors	Mile High Pools	\$96,448	September 4, 2024	30 days
HVAC	Timberline Mechanical	\$105/ PM visit + materials	December 31, 2024	30 days
Design Review	Lee Design Group	\$55/ application \$75/custom exterior painting submission	December 31, 2024	30 days
Fence Staining	Neighborly Fence Staining, LLC	\$33,741/ phase	December 31, 2024	30 days
Tree Care Services	Preservation Tree Care	<i>See scope for fees</i>	December 31, 2024	30 days
Pest Control	Advantage Pest Control	\$95/month	December 31, 2024	30 days

***Soil/Sediment Application to stop testing was accepted- see attached report.*

FACILITY MAINTENANCE HISTORY

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

CLUBHOUSE RENTAL HISTORY

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



COLORADO

Department of Public
Health & Environment

June 7, 2024

Ms. Katie Call
Leyden Rock Metropolitan District
c/o Advance HOA Management
17865 West 83rd Drive
Arvada, Colorado 80007

RE: No Action Determination Approval for Leyden Rock “Seep Area”

Dear Ms. Call:

A No Action Petition (the Petition) was submitted on behalf of Leyden Rock Metropolitan District (the Applicant) to the Colorado Department of Public Health and Environment (the Department) pursuant to C.R.S. 25-16-307(2) of the Colorado Voluntary Cleanup and Redevelopment Act. The Petition was submitted for the applicant’s property identified in the Petition in Figure 1 and listed here generally as Leyden Rock Seep Area in Arvada, Colorado (“the property”).

The Department conducted a review of the environmental data collected on the above-referenced property. Based on this review and pursuant to C.R.S. 25-16-307(2), the Department approves the applicant's Petition and makes the following determinations:

- The environmental assessment submitted by the applicant and performed by qualified environmental professionals indicates that there is no evidence of contamination released into the environment present from the applicant's property which exceeds applicable promulgated state standards or which poses an unacceptable risk to human health and the environment. Known contamination has not been detected or has been detected below applicable standards since July 2022.

Based on the information provided by the applicant concerning property identified in the Petition and listed here generally as Leyden Rock Seep Area in Arvada, Colorado, it is the opinion of the Colorado Department of Public Health and Environment that no further action is required to assure that this



Ms. Call
June 7, 2024
Page 2

property, when used for the purposes identified in the No Action Petition (**Recreational Open Space**), is protective of existing and proposed uses and does not pose an unacceptable risk to human health or the environment at the site.

The approval of the applicant's Petition by the Department applies only to conditions on the property and state standards that exist as of the time of submission of the Petition. In addition, this approval applies only for the land use specified in the application, which is **Recreational Open Space**. This approval shall be considered void if it is determined that materially misleading information has been submitted by the applicant. Nothing in this letter shall be construed to limit the Department's authority to take actions under existing statutes as necessary, should new information come to the attention of the Department.

If you have any questions, please contact me at patrick.medland@state.co.us or (303) 692-3281.

Sincerely,



Patrick Medland
Voluntary Cleanup Program

File: RV240518-1



MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: June 4, 2024

Re: Waive Past Due Balances

We recently had a transition in our accounting department, where we have a new specialist supporting the financials for our community. With Andrea's eyes on the financials, she reached out to me about the following properties related to former owners:

Balance	Notes
186.07	This appears to be a balance forward from a former management company. This owner sold the property in 2018.
186.07	This appears to be a balance forward from a former management company. This owner sold the property in 2020.
270	This appears to be a balance forward from a former management company. This owner sold the property in 2020.
Total	642.14

Noting we would have no way of verifying if these account balances were due to some error by a former management company or an error by title during closing. So, she asked me to find out about waiving these balances.

MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: June 11, 2024

Re: Filing 3/4 Trail Restoration

Attached is a copy of the trail restoration bid received from Keesen for the trail behind Filing ¾ (as shown in yellow in image below). **These restoration needs are outside of the trail repair work that Preservation is working with Keesen on.** PTC approved a bid for repair work for approximately \$22k of work.

The proposal from Keesen will supplement the general top dress needed, install drains in those low areas we looked at and fix grades. This will be in line with the general outcome of previous trails restored.



Project	GL Category	2024 Budget	Actual	Proposal Amount	Remaining after Approval
Filing 3/4 Trail Restoration	Landscape Replacement	\$ 200,000.00	\$ 185,269.20	\$ 35,831.99	\$ 149,437.21



May 01, 2024

WORK ORDER #107329

PROPOSAL FOR

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

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

DESCRIPTION OF WORK TO BE PERFORMED

2024 Filing 3/4 Trail Restoration

Keesen inspected the entire trail behind houses on Torrey St. recently. It is in an poor condition and needs repair.

The trail has significant damage due to vendor vehicle incident(Quoted to vendor separately), however the reason for the damage is from poor drainage. Areas of erosion and mud are throughout.

The entirety of the trail is in need of care. Most of the original trail material is no longer in place and around half the trail is muddy at best. This is likely caused by these three conditions:

- Erosion from rain/runoff from homeowner lots
- Not installed to proper depth to begin with
- Compaction from consistent use and foot traffic

A complete restoration of the entire path is proposed in this agreement. When finished the trail will be an average of 3" thick of material and have a new drain system in needed areas above trail with a channel across trail to swale. Scope of work will include the following:

- Filling in eroded part of trail with fill dirt and compacting
- Installation of a french drain (same type of construction as on LRP) and it will be daylighted across path in needed low areas.
- Installation of new trail material to an average of 3" of depth.

*Keesen will store material for the project in the trail head area on Torrey St and W. 86th Ave. as part of production. When completed the area will be cleaned as part of the proposal.

*Equipment travel over sidewalk anticipated. Keesen is not responsible for sidewalk damage including

cracks or depressions.



Sale	\$35,831.99
Sales Tax	\$0.00
Total	\$35,831.99

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Torrey St, Trail Restoration	\$0.00	\$35,831.99
	\$0.00	\$35,831.99

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

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

Force Majeure and Delays

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

By 

Joel Hiatt

By _____

Date 5/1/2024

Date _____

**Keesen Landscape Management,
Inc.**

**LEYDEN ROCK
METROPOLITAN DISTRICT**

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

MEMORANDUM

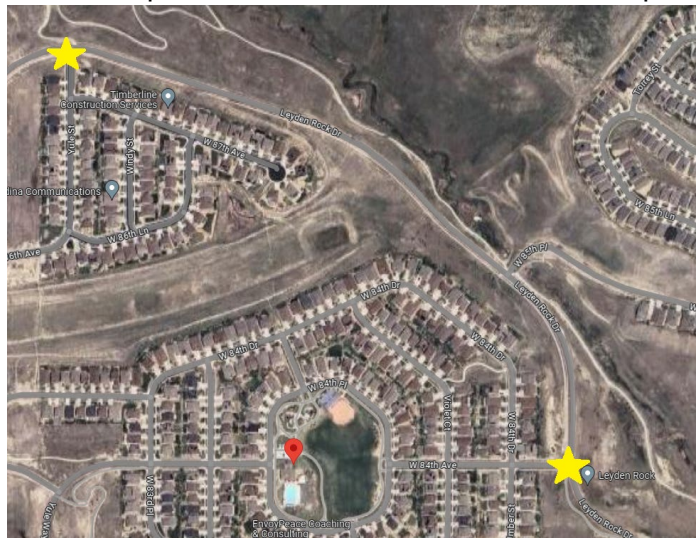
To: Board of Directors

From: Katie Call, Community Manager

Date: June 11, 2024

Re: Community Entrance Updates (W 84th & LR Dr, Yule & LR Dr)

Attached is a copy of the community entrance proposal and flower list for the two entrances into the community located at W 84th and Leyden Rock Drive and Yule & Leyden Rock Drive (as shown starred on image below). We received the list of plants and counts from the Landscape Committee.



**This reflects the total if the previously discussed proposal is approved.*

Project	GL Category	2024 Budget	Actual	Proposal Amount	Remaining after Approval
Filing 3/4 Trail Restoration	Landscape Replacement	\$ 200,000.00	\$ 185,269.20	\$ 35,831.99	\$ 149,437.21
Community Entrance Updates (W 84th & LR Dr, Yule & LR Dr)	Landscape Replacement	\$ 200,000.00	\$ 149,437.21	\$ 18,872.18	\$ 130,565.03

**This reflects the total if the previously discussed proposal is not approved.*

Project	GL Category	2024 Budget	Actual	Proposal Amount	Remaining after Approval
Community Entrance Updates (W 84th & LR Dr, Yule & LR Dr)	Landscape Replacement	\$ 200,000.00	\$ 185,269.20	\$ 18,872.18	\$ 166,397.02

LEYDEN ROCK

METROPOLITAN DISTRICT



Leyden Rock Drive and 84th Ave

North Corner

1 Rocket Orange Barberry
1 Common Purple Lilac
2 Russian Sage
14 Walker's Low Catmint
2 Rudbeckia

South Corner

1 Rocket Orange Barberry
2 Diablo Ninebark
1 Hardy Pampas Grass
4 Little Bluestem Grasses
9 Walker's Low Catmint
20 Rudbeckia

Leyden Rock Drive and Yule St

West Corner

3 Diablo Ninebark
2 Little Bluestem Grasses
5 Walker's Low Catmint
18 Rudbeckia

East Corner

2 Diablo Ninebark
3 Common Purple Lilac
3 Little Bluestem Grasses
10 Walker's Low Catmint
10 Rudbeckia

Total Plants Needed

2 Rocket Orange Barberry
4 Common Purple Lilac
7 Diablo Ninebark
1 Hardy Pampas Grass
2 Russian Sage
9 Little Bluestem Grasses
38 Walker's Low Catmint
50 Rudbeckia

On existing lilac's, Diablo Ninebark and Russian Sage that have dead branches up top but new growth at base- trim dead branches back to where new/existing growth remains

Landscaping Committee will post flags indicating type of plant and location desired prior to installation date



May 22, 2024

WORK ORDER #107521

PROPOSAL FOR

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

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

DESCRIPTION OF WORK TO BE PERFORMED

2024 LRP Community Entrance Updates

This proposal is to address the planting beds that were added in the last couple of years along Leyden Rock Parkway. One at Yule and the other at 84th. Scope of work will include the following:

- **Installation of new wood Western Cedar (Gorilla) mulch to the beds, Mulch glue is not recommended by Keesen**
- **Installation of new weed barrier and pins**
- **Installation of new plants as directed by the Landscape committee. The committee will flag beds or provide a map of their preferred installation locations.**
- **Dead wood and shaping of all existing lilacs, Ninebark, and Russian Sage.**

Drip irrigation is in place and working, any amendments or improvements needed will be charged T&M per the terms of the maintenance agreement with the District and Keesen

Sale	\$18,872.18
Sales Tax	\$0.00
Total	\$18,872.18

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
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Leyden Rock Parkway Entrances	\$0.00	\$18,872.18
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4500 Sq ft of weed barrier and mulch

2 Barberry, Orange Rocket - #5

4 Lilac Common, Purple - #10

7 Ninebark, Diablo - #5

1 Grass, Pampas - #5

2 Spirea Blue Mist - #5

9 Grass, Blue Fescue -#1

38 Catmint, Walker's Low -#1

50 Black Eyed Susan -#1

	\$0.00	\$18,872.18
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Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

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

Force Majeure and Delays

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

By _____
Angie Sherman

By _____

Date 5/22/2024

Date _____

**Keesen Landscape Management,
Inc.**

LEYDEN ROCK
METROPOLITAN DISTRICT

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