

**LEYDEN ROCK METROPOLITAN DISTRICT**  
**SPECIAL MEETING**

Via Teleconference

Wednesday, June 22, 2022 at 6:00 P.M.

<https://leydenrocklife.com/>

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Scott J. Plummer, Secretary	Term to May 2023
Brett Vernon, President	Term to May 2023
Jeff Cunningham, Treasurer	Term to May 2025
Christian Ardita, Assistant Secretary	Term to May 2025
Tanis Batsel Stewart, Assistant Secretary	Term to May 2025

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*This meeting can be joined through the directions below:*

Join Zoom Meeting

<https://us06web.zoom.us/j/86499705140?pwd=T1FuMFRWY1FaRDZhbHh4ek9rWVFldz09>

Meeting ID: 864 9970 5140

Passcode: 932065

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. Consent Agenda
  - a. Approval of Minutes from May 31, 2022 Special Meeting (**enclosure**)
  - b. Ratification of 2021 Annual Report (**enclosure**)
  - c. Ratification of Contract with Peak One Pool & Spa for Pool Heater (**enclosure**)
  - d. Ratification of Contract with Peak One Pool & Spa for Pool Filter (**enclosure**)
  - e. Ratification of Work Order #84736 for Demonstration Garden with Keesen Landscape (**enclosure**)
  - f. Approval of Work Order #84423 for Clubhouse Enhancements with Keesen Landscape (**enclosure**)
  - g. Ratification of Contract with Polynesian Party Planners Inc. for Movie Night (**enclosure**)
5. Public Comment – Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
6. Committee Reports
  - a. Landscape Committee Report
7. Director Matters

**2022 Regular Meetings**

February 15; March 22; April 26; June 7; July 19; August 23; October 4; November 15 at 6:00 p.m. at the Leyden Rock Clubhouse located at 17685 W. 83rd Drive, Arvada, Colorado, or if necessary, via teleconference.

8. Financial Matters
  - a. Consider Approval of Schedule of Cash Position (**enclosure**)
  - b. Consider Adoption of 2021 Audit (**to be distributed**)
  - c. Consider Approval of Master Service Agreement with CliftonLarsonAllen, LLP (**enclosure**)
9. District Management Matters
  - a. District Manager Report (**enclosure**)
  - b. Consider Adoption of Amended and Restated Residential Improvement Guidelines and Site Restrictions (**enclosure**)
  - c. Consider Approval of Rental Agreement for Leyden Rock Block Kit (**enclosure**)
  - d. Discussion Regarding Capital Projects
  - e. Discussion Regarding License Agreement with City of Arvada
  - f. Discussion Regarding Updated Boundary Maps
  - g. Other Management Matters
10. Legal Matters
  - a. Consider Approval of Gate Maintenance and Indemnity Agreement (**enclosure**)
  - b. Consider Approval of Independent Contractor Agreement with The Helping Hand (**enclosure**)
  - c. Consider Approval of License Agreement with Allied Waste for Fence Installation (**enclosure**)
  - d. Other Legal Matters
11. 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.
12. Other Business
  - a. Next Meeting July 19<sup>th</sup> at 6:00 p.m.
13. Adjourn

**2022 Regular Meetings**

February 15; March 22; April 26; June 7; July 19; August 23; October 4; November 15 at 6:00 p.m. at the Leyden Rock Clubhouse located at 17685 W. 83rd Drive, Arvada, Colorado, or if necessary, via teleconference.

MINUTES OF THE SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, May 31, 2022 at 6:00 P.M. via  
Teleconference

**Attendance**

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

Brett Vernon  
Christian Ardita  
Tanis Batsel Stewart  
Scott Plummer

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

Also present: Megan J. Murphy, Esq., and Erin K. Stutz, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Ben Smith, District Manager, Katie Call, Operations Coordinator, and Christine Ahern, Lifestyle Coordinator, CCMC; Alex Fink, CliftonLarsonAllen, LLP, District Accountant; and Lesanne Dominguez, The Architerra Group, Inc.

**Call to Order**

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

**Conflict of Interest  
Disclosures**

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

scheduled for discussion at the meeting. No additional disclosures were noted. The Board determined that the participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

**Agenda**

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

**Consent Agenda**

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

- Minutes from May 16, 2022 Special Meeting;
- Minutes from May 18, 2022 Special Meeting; and
- Contract with Neslen Enterprises LLC d/b/a Funflicks of Colorado.

**Public Comment**

Mr. Hill noted stated that the July 4<sup>th</sup> holiday is approaching and other residents should be courteous in regards to fire danger. Director Vernon asked Mr. Smith to remind the community that fireworks are illegal and include information regarding fire danger.

Ms. Rockwood asked the Board about the prairie dog policy. She noted the prairie dogs are healthy for the ecosystem in regards to soil and other species in the community.

Mr. Hunter noted that the following fence repairs are needed in the community:

16459 W. 86<sup>th</sup> Place Unit A: A section of the fence has been repaired after being blown down but needs to be stained to match.

16649 W. 86<sup>th</sup> Place Unit B: Two separate sections of fence were blown down and repaired. A gate was to be installed but has not been.

16489 W. 86<sup>th</sup> Place Unit A: Three fence slats are loose and have not been repaired.

Mr. Smith noted that 16459 W. 86<sup>th</sup> Place Unit A and 16649 W. 86<sup>th</sup> Place Unit B are on the list for fence repair and staining.



## **Committee Reports**

Landscape Committee  
Report

Director Stewart presented the Report to the Board. The Committee met with Keesen Landscape regarding the demonstration garden. After more discussion they have decided to move forward locking spigot and hand water for the first year.

## **Director Matters**

Discussion Regarding Lap  
Swim at 8 p.m. until 9 p.m.

Director Vernon presented the Board with the idea to allow lap swim from 8 p.m. to 9 p.m. Sunday through Wednesday. Following discussion, upon a motion duly made and seconded, the Board unanimously approved to allow lap swim during this time and directed legal counsel to amend the Pool and Clubhouse Use Policy to reflect the change.

Discussion Regarding Pool  
Monitor

Director Vernon would prefer the pool to be open earlier without an attendant. No action taken.

Discussion Regarding  
Capital Projects

Ms. Dominguez presented an update to the Board regarding Capital Projects. The City of Arvada (the “City”) is going to require the District to work with City staff and the community to make improvements to City property.

Director Vernon noted the City expressed concerns in regards to the incline North of Westridge Park as it is on the same hill that had landslide issues in previous years.

Ms. Dominguez noted that the first community outreach event would be utilized to generate ideas in regards to the parks. There will be a second outreach event after The Architerra Group, Inc. (“Architerra”) designs the plans based on information gathered at the first outreach event. The final outreach event would be a plan that is presented to the community.

Ms. Dominguez will begin planning the first event with an online survey posted at the Clubhouse and the Hogback Herald. The survey will be sent to Ms. Murphy subject to final approval by Director Vernon and Director Stewart.

Culbera Entrance

Director Vernon noted that the asphalt in this area is in bad shape. Mr. Smith will look further into the matter.

## **Financial Matters**

- Consider Approval of Schedule of Cash Position Mr. Fink presented the Schedule of Cash Position dated March 21, 2022 and updated as of May, 2022. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Schedule of Cash Position.
- Discuss Capital Requisition Process The Board engaged in discussion regarding the form of requisition and the approval process. Director Vernon noted he is willing to review and approve requisitions to be ratified at the next Board meeting.
- Discuss and Approval Implementation of Bill.com for Accounts Payable Processing The Board engaged in discussion with Mr. Fink regarding the implementation of Bill.com. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the use of Bill.com for Accounts Payable Processing and designated Director Vernon and Director Cunningham as the reviewers and approvers.

## **District Management Matters**

- District Manager Report Mr. Smith presented the Report to the Board. The Board engaged in discussion regarding closing the pool during inclement weather. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the District Manager to close the pool at his discretion due to inclement weather.
- Consider Approval of Contract with Peak One Pool & Spa for Installation of Raypak Heater Ms. Murphy presented a contract with Peak One Pool and & Spa for the installation of a Raypak Heater to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the contract.
- Consider Approval of Resolution Amending the Residential Improvement Guidelines and Site Restrictions Mr. Smith presented the Resolution Amending the Residential Improvement Guidelines and Site Restrictions regarding exterior paint to the Board. Following discussion the Board requested the following changes by made: an architectural review request (“ARR”) form is required to be submitted for all exterior paint applications including the same paint color, the approved color schemes are to be kept, if a color outside of the scheme is selected it must be painted on a garage door as an example to review, and CCMC will research the acceptable range of light reflectance value (“LRV”) for colors outside the scheme and recommend colors within the schemes that are outside of that LRV range be

removed from the approve schemes.

Consider Approval of Ms. Murphy presented the Second Amended and Restated  
Second Amended and Resolution Establishing Architectural Review Committee to the  
Restated Resolution Board. Following discussion, upon a motion duly made and  
Establishing Architectural seconded, the Board unanimously approved the Resolution  
Review Committee subject to final legal review.

Discussion Regarding Ms. Murphy reviewed the existing License Agreement with the  
License Agreement with City of Arvada and noted the District has reached out to the City  
City of Arvada to see what approval if required by the City to make  
modifications to the monument signs. No action taken.

Other Management Matters None.

### **Legal Matters**

Ratification of Special Ms. Murphy presented the Special Warranty Deed Conveying  
Warranty Deed Conveying Tract V, Block 2, Filing No. 1 to the Board. Following  
Tract V, Block 2, Filing No. 1 discussion, upon a motion duly made and seconded the Board  
unanimously ratified the Deed and accepted Tract V, Block 2,  
Filing No. 1 for ownership by the District.

Consider Approval of Ms. Murphy presented the License Agreement with Allied Waste  
License Agreement with to the Board noting changes from the previous version which was  
Allied Waste for Fence approved on March 29, 2022. Following discussion, upon a  
Installation motion duly made and seconded, the Board unanimously  
approved the License Agreement.

Consider Approval of Pool Ms. Murphy presented the Pool and Clubhouse Use Policy to the  
and Clubhouse Use Policy Board. The Board engaged in discussion regarding allowing  
reduced Clubhouse Rental Rates for residents. Following  
discussion, upon a motion duly made and seconded, the Board  
unanimously approved modifying the rental rates in the Pool and  
Clubhouse Use Policy to clarify that both residents and non-  
residents will pay \$150 for the first three hours, not \$150 per  
hour.

**Other Legal Matters** None.

**Public Comment**

Ms. Johnson noted her dissatisfaction with paying property taxes and a fee to reserve the Clubhouse when the pool can only be used for 12 weeks of the year.

Ms. Hoy stated that she has lived across from Lookout Park since 2014 and it has significantly deteriorated in that time and the City is not taking care of the park. Director Plummer noted that the City would like to maintain the care of the park but they simply do not have the resources. Director Vernon noted that he has contacted the City about these issues.

**Other Business**

None.

**Adjournment**

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

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

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Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 22<sup>nd</sup> day of June, 2022.

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

**ANNUAL REPORT FOR FISCAL YEAR 2021**

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, 2021, the District makes the following report:

1. 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, 2021.

2. Intergovernmental Agreements with other governmental entities either entered into or proposed as of December 31 of the prior year.

The Intergovernmental Agreement listing is attached hereto as **Exhibit A**.

3. Copies of the District’s Rules and Regulations, if any, as of December 31 of the prior year.

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 December 31, 2021 is attached hereto as **Exhibit B**.

4. A summary of any litigation which involves the District’s Public Improvements as of December 31 of the prior year.

On March 12, 2021, the City of Arvada filed a complaint against the RRCEA, LLC, certain related entities, various design professionals and contractors, and the District alleging that the design and construction of certain public improvements within the District was defective

(the “Litigation”). On May 7, 2021, the City of Arvada filed an amended complaint against the same defendants but such complaint no longer included the District as a defendant.

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) there is no litigation involving the District as of December 31, 2021 other than routine collection, covenant enforcement and foreclosure matters in which the District is named as the plaintiff.

5. 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, 2021, 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 preliminary acceptance by the City of Arvada. Final Acceptance is being negotiated between the Developer and the City of Arvada.

6. 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 preliminary acceptance from the City of Arvada. Final Acceptance is being negotiated between the Developer and the City of Arvada and may be subject to ongoing litigation to which the District is not a party and has no actual knowledge of the proceedings.

7. The assessed valuation of the District for the current year.

The 2022 assessed valuation of the District is \$60,137,224.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

The 2022 Budget for the District is attached hereto as **Exhibit C**. The Board of Directors of the District is in the process of discussing any Public Improvements to be constructed by the District in 2022.

9. 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 2020 audit for the District is attached hereto as **Exhibit D**. The 2021 audit is currently unavailable and will be submitted with the 2022 Annual Report.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

There were no events of default under any Debt instrument for the year ending December 31, 2021.

11. 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.

The District has been able to pay its obligations as they come due.

**EXHIBIT A**  
**Intergovernmental Agreement List**

1. **INTERGOVERNMENTAL AGREEMENT** dated April 2, 2012 by and between the City of Arvada, Colorado and Leyden Rock Metropolitan District. To set forth the understandings and agreements of the parties with respect to the limitation, approval, provision, financing, ownership and maintenance of certain public improvements.

Term: Indefinite

2. **LEYDEN ROCK AGREEMENT** dated August 6, 2012 by and among RRCEA, LLC, the Frank A. Rodgers Jr. Family Trust Established November 18, 1976 and Restated March 17, 1982, the James M. and Barbara A. Rodgers Living Trust Dated January 20, 1994, the Frank A. Rodgers Sr. Family Trust Dated February 23, 1977, Jefferson 500, LLC, the Jefferson Parkway Public Highway Authority, the City of Arvada, and Leyden Rock Metropolitan Districts To set forth the agreements and commitments related to the Developer's conveyance of certain real property interests in and to a portion of the Development Property to the City for the construction of the Jefferson Parkway. The Agreements also sets forth the rights, duties, and obligations with respect to the conveyance of certain easements necessary for the construction of the Jefferson Parkway and the rights, duties, and obligations with respect to the design, financing, construction and maintenance of certain detention ponds, retaining walls, signage, fencing, and bike path described therein.

Term: Indefinite

3. **INTERGOVERNMENTAL AGREEMENT** dated May 6, 2013, by and between the City of Arvada, Colorado and Leyden Rock Metropolitan District. Purpose: To set forth the understandings and agreements of the parties with respect to the Districts' exercising the power of eminent domain.

Term: Indefinite

4. **INTERGOVERNMENTAL AGREEMENT** dated March 15, 2019, by and between the City of Arvada, Colorado and Leyden Rock Metropolitan District. Purpose: To set forth the understandings and agreements of the parties with respect to the Districts' covenants and mutual agreements herein contained, and for other good and valuable consideration.

Term: Indefinite



**EXHIBIT B**  
**Rules and Regulations**

**LEYDEN ROCK  
POOL AND CLUBHOUSE USE POLICY  
(Updated as of July 30, 2021)**

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 7 a.m. to 9 a.m. for lap swimming and from 9 a.m. – 9 p.m. for open swim from Memorial Day through Labor Day; and

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

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

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

**1.7. District Informal Committee Use.** Events where at least one member of the Board

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

## **Article II**

### **MISCELLANEOUS**

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

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

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

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

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

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

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

## **Article III**

## SWIMMING POOL

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

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

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

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

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

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

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

## Article IV

### CLUBHOUSE

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

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

**4.3** Security. Security personnel shall be required for all rentals during which forty (40) or more persons will be present and/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**  
District Amenities Use Form



**EXHIBIT B**  
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 (as applicable), and Additional Authorized Users (as defined below) listed on my Property Owner Form (if applicable), desire to participate in activities at the pool, clubhouse, or use other equipment, amenities, facilities, premises or property (collectively, the "Recreation Amenities") owned or operated by the Leyden Rock Metropolitan District (the "District") for the benefit, use and enjoyment of the residents and property owners of the District and non-District users, as applicable, 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, guests, and Additional Authorized Users 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, because (1) I am a property owner or resident within the District and have completed the Recreation Amenities Use Form, or (2) I am a non-District user and have completed the Recreation Amenities Use Form, or (3) I am listed as an "Additional Authorized User" on a Recreation Amenities Use Form completed by an in-District property owner or resident or by a non-District user.

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

1. To release and agree not to sue the District, their 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 Additional Authorized Users (if applicable), 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 Additional Authorized Users (if applicable). Included in the foregoing are Claims related to coronavirus ("COVID-19"), which virus is further described below. I hereby 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, my children, my guests, or my Additional Authorized Users; and

2. To release and to indemnify, defend, and hold harmless ("indemnify" meaning protect by reimbursement or payment) the District, their representatives, directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claims, including those related to COVID-19: (a) brought by or on behalf of me, my children or a family member, my guests, or my Additional 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 Additional 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 Additional 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 Additional 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 Additional 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 Additional 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.

This Release, Waiver and Indemnity Agreement also includes any and all claim(s) relating to COVID-19. The District wants to make sure that you understand the potential risks of COVID-19 before you decide to use the Recreation Amenities. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Methods of transfer include, but are not limited to, physical contact, contact through breath, and contact with stable surfaces. Additional Information about COVID-19 and COVID-19 symptoms may be found at <https://www.cdc.gov/coronavirus/2019-ncov/index.html> and <https://covid19.colorado.gov/about-covid-19>. There may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated, and you assume all such risks and dangers, whether or not described here, known or unknown. By signing this Release, Waiver and Indemnity Agreement:

1. I agree that I, my children or a family member, my guests, or my Additional Authorized Users will only use the Recreation Amenities and participate in activities at the Recreation Amenities while in good health and free of COVID-19 symptoms, including, but not limited to, fever, cough, or shortness of breath.
2. I recognize and acknowledge the contagious nature of COVID-19 and the threat that COVID-19 poses to the health of individuals, and I voluntarily and knowingly assume the risk that I, my children, or a family member, my guests, or my Additional Authorized Users may be exposed to or infected by COVID-19 at the Recreation Amenities, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand and acknowledge that the risk of becoming exposed to or infected by COVID-19 at the Recreation Amenities may result from the actions, inactions and/or omissions of myself and/or others.

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 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 CCMC  
 17685 W. 83<sup>rd</sup> Drive  
 Arvada, Colorado 80007

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*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



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

1. **Pool Hours:** The Pool shall be open from 7 a.m. to 9 a.m. for lap swimming and from 9 a.m. – 9 p.m. for open swim from Memorial Day through Labor Day. Pool hours are subject to change without notice.
2. All users shall still be required to have a picture ID with them when using the facilities. Staff will have the right to do spot checks to verify eligibility to use the pool. Failure to provide this information when asked can mean suspension of your access rights and removal from the premises.
3. **No person 13 years of age and younger is allowed in the pool area unless accompanied by an adult over 18 years of age, or a minor aged 16-17 for whom a “minor release form” is on file with the District (and on which parents have expressly authorized their children to supervise other minors).** Children 14-17 may swim unsupervised after their parents turn in a “Minor Release Form” to use the amenities without adult supervision. All minors will need to have a valid pool fob. If approved minors will be bringing guests that are between the ages of 14-17 without adult supervision, those minor guests will also need to have a Minor Release Form on file with the District before access will be granted to the facilities.
4. An adult or a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor’s parents have expressly authorized the minor to supervise other minors) must be in the pool and within reach of all children of non-swimming ability aged 9 and under. Adult chaperones or minors aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor’s parents have expressly authorized the minor to supervise other minors) are required to be in the pool area to supervise children aged 10-13, but are not required to be in the water if the children can swim.
5. Swimmers are to supply their own towels and swimwear.
6. Children under the age of 7 using the wading pool shall at all times be directly supervised by a parent, legal guardian, other adult over the age of 18, or by a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor’s parents have expressly authorized the minor to supervise other minors), as authorized by the parent or legal guardian. Any person not able to control his or her bodily functions must wear swim diapers beneath his or her bathing suit. No plastic, disposable or cloth diapers are permitted.
7. Each property shall be allowed five (5) guests per day for use of the pool. If you will have more than this number of guests attending the pool with you, prior approval from the District representative will be required.
8. Pool is for use by residents or property owners of the District and their guests only unless all applicable non-resident user fees have been paid in advance.
9. All guests must wear proper attire when utilizing the swimming pool facility. No undergarments, cutoffs, or shorts (swimming suit shorts are allowed) will be allowed.

10. Animals (**except service animals**) are not allowed in the pool area. Pets may not be left outside the pool area unattended, or tied to the fence, at any time.
11. Food and drink are permitted in the pool area. **No glass** containers are allowed in or around the pool area. Only plastic and paper containers may be used. User must clean up after themselves. No alcohol is permitted in the pool area at any time. Failure to adhere to this rule may cause loss of pool privileges.
12. No running, shoving, dunking, rough play, or excessive noise is allowed in the pool or locker room area. **FOUL, ABUSIVE OR LOUD LANGUAGE WILL NOT BE TOLERATED AND YOU WILL BE ASKED TO LEAVE THE FACILITIES.**
13. The only play balls allowed in the pool shall be Nerf-type balls and inflatable plastic beach balls. Tennis balls, golf balls, footballs, basketballs, or other hard balls will not be allowed.
14. Squirt guns, diving toys and reasonably sized floatation devices shall be allowed as long as use of these items does not interfere at any time with another individual's enjoyment of the facility.
15. With the exception of squirt guns, no weapons of any kind shall be allowed on or around the Recreation Amenities, including but not limited to pocket knives or guns.
16. No bicycles, skateboards, roller blades, or similar are permitted in the pool area, in front of the entrance gates and on or about landscaped areas. Bicycles will need to be stored in the bicycle racks provided.
17. No hanging on lane/pool dividers is permitted.
18. Smoking and/or tobacco, marijuana and other similar products are not permitted in the pool area or within 25 feet of the pool fence. The use of illegal drugs is not allowed.
19. The District is not responsible for any loss or theft of personal belongings.
20. Radios and other electronic devices must be played so as not to offend others.
21. Failure to follow the pool rules may result in forfeiture of your deposit, suspension of pool privileges, and/or proper authorities being notified.
22. Pool may be closed when air temperature is 65 degrees and below, or when lightning is spotted.

**EXHIBIT E**  
Minor Release Form

**LEYDEN ROCK METROPOLITAN DISTRICT  
MINOR RELEASE FORM**

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

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

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

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

\_\_\_\_\_ Pool(s)

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

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

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

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

By: \_\_\_\_\_ (Signature of Parent of Legal Guardian)

Print Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT F**  
Application for Facility Use and  
Waiver and Consent Form

# LEYDEN ROCK METROPOLITAN DISTRICT

## Application for Facility Use

**Applicant Name:** \_\_\_\_\_

**Applicant Address:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Daytime Phone #:** ( ) \_\_\_\_\_ **Alt./Cell:** ( ) \_\_\_\_\_

**Email:** \_\_\_\_\_ **Contact Person On-Site:** \_\_\_\_\_

**Date Requested:** \_\_\_\_\_ **Purpose of Rental:** \_\_\_\_\_

**Facility Requested:** \_\_\_\_\_ **Will Alcohol Be Present\*:**  Yes  No **Est. Attendance\*:** \_\_\_\_\_  
 (If alcohol will be present or estimated attendance is more than 40, 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 83<sup>rd</sup> 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

**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. This Indemnification/Waiver of Liability paragraph applies to any and all claims related to coronavirus (“COVID-19”). Additional Information about COVID-19 may be found at <https://www.cdc.gov/coronavirus/2019-ncov/index.html> and <https://covid19.colorado.gov/about-covid-19>.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**EXHIBIT G**  
Clubhouse Rental Agreement



# Leyden Rock Metropolitan District

c/o CCMC  
17685 West 83<sup>rd</sup> Drive  
Arvada, CO 80002  
303-390-1222  
303-390-1220 (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	\$100 per hour for the first 3 hours \$25 for each additional hour	None.
Non-Resident of the District	\$250	\$100 per hour for the first 3 hours \$25 for each additional hour	None.
District Informal Committees	\$250	\$0	None.

3. Security. **Security personnel are required for all rentals during which forty (40) or more persons will be in attendance and/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.

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 a 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.

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 to report 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. **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.***

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 insure safe exit must be maintained. Throwing of 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:

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**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 C**  
**2022 Budget**

**LEYDEN ROCK METROPOLITAN DISTRICT**  
**ANNUAL BUDGET**  
**FOR THE YEAR ENDING DECEMBER 31, 2022**



**LEYDEN ROCK METROPOLITAN DISTRICT  
SUMMARY  
2022 BUDGET  
WITH 2020 ACTUAL AND 2021 ESTIMATED  
For the Years Ended and Ending December 31,**

1/10/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 6,360,329	\$ 6,569,546	\$ 7,799,245
REVENUE			
Property Tax	3,503,475	3,548,368	3,728,508
Specific Ownership Tax	261,883	219,156	260,995
Interest Income	41,988	6,750	5,025
Operations Fee	561,448	550,129	38,314
Rental Income	1,725	14,000	11,000
Other Revenue	41,769	64,815	48,580
Bond proceeds Series 2021	-	45,840,000	-
Bond premium Series 2021	-	7,947,749	-
Total revenue	<u>4,412,288</u>	<u>58,190,967</u>	<u>4,092,422</u>
TRANSFERS IN	<u>800,000</u>	<u>8,110,170</u>	<u>1,372,000</u>
Total funds available	<u>11,572,617</u>	<u>72,870,683</u>	<u>13,263,667</u>
EXPENDITURES			
General Fund	694,230	244,705	300,000
Debt Service Fund	2,214,570	55,301,563	2,400,000
Capital Projects Fund	-	15,000	7,440,000
Fee Operations Fund	1,294,271	1,400,000	1,450,000
Total expenditures	<u>4,203,071</u>	<u>56,961,268</u>	<u>11,590,000</u>
TRANSFERS OUT	<u>800,000</u>	<u>8,110,170</u>	<u>1,372,000</u>
Total expenditures and transfers out requiring appropriation	<u>5,003,071</u>	<u>65,071,438</u>	<u>12,962,000</u>
ENDING FUND BALANCES	<u>\$ 6,569,546</u>	<u>\$ 7,799,245</u>	<u>\$ 301,667</u>
GENERAL FUND EMERGENCY RESERVE	\$ 30,700	\$ 30,000	\$ 48,500
SPECIAL REVENUE EMERGENCY RESERVE	17,600	17,300	2,300
CAPITAL REPLACEMENT RESERVE	110,294	233,933	171,858
AVAILABLE FOR OPERATIONS	207,693	13,648	12,908
DEBT SERVICE RESERVE	2,796,750	-	-
SURPLUS FUND	3,406,509	-	-
TOTAL RESERVE	<u>\$ 6,666,446</u>	<u>\$ 295,525</u>	<u>\$ 248,474</u>

No assurance provided. See summary of significant assumptions.

**LEYDEN ROCK METROPOLITAN DISTRICT  
PROPERTY TAX SUMMARY INFORMATION  
2022 BUDGET  
WITH 2020 ACTUAL AND 2021 ESTIMATED  
For the Years Ended and Ending December 31,**

1/10/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
<b>ASSESSED VALUATION</b>			
Residential	\$ 55,947,400	\$ 57,360,689	\$ 58,795,724
Commercial	28,806	11,753	-
State assessed	1,166,460	1,277,464	20,684
Vacant land	812,547	39,559	203
Personal property	-	-	1,320,562
Other	51	51	51
Certified Assessed Value	<u>\$ 57,955,264</u>	<u>\$ 58,689,516</u>	<u>\$ 60,137,224</u>
<b>MILL LEVY</b>			
General	15.929	15.929	25.000
Debt Service	44.531	44.531	37.000
Total mill levy	<u>60.460</u>	<u>60.460</u>	<u>62.000</u>
<b>PROPERTY TAXES</b>			
General	\$ 923,168	\$ 934,865	\$ 1,503,431
Debt Service	2,580,806	2,613,503	2,225,077
Levied property taxes	<u>3,503,974</u>	<u>3,548,368</u>	<u>3,728,508</u>
Adjustments to actual/rounding	(499)	-	-
Budgeted property taxes	<u>\$ 3,503,475</u>	<u>\$ 3,548,368</u>	<u>\$ 3,728,508</u>
<b>BUDGETED PROPERTY TAXES</b>			
General	<b>\$ 923,037</b>	<b>\$ 934,865</b>	<b>\$ 1,503,431</b>
Debt Service	<b>2,580,438</b>	<b>2,613,503</b>	<b>2,225,077</b>
	<u><b>\$ 3,503,475</b></u>	<u><b>\$ 3,548,368</b></u>	<u><b>\$ 3,728,508</b></u>

No assurance provided. See summary of significant assumptions.

**LEYDEN ROCK METROPOLITAN DISTRICT  
GENERAL FUND  
2022 BUDGET  
WITH 2020 ACTUAL AND 2021 ESTIMATED  
For the Years Ended and Ending December 31,**

1/10/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 725,091	\$ 251,787	\$ 276,937
REVENUE			
Property Tax	923,037	934,865	1,503,431
Specific Ownership Tax	68,997	57,740	105,240
Interest income	7,866	250	250
Other revenue	21,026	5,000	6,500
Total revenue	<u>1,020,926</u>	<u>997,855</u>	<u>1,615,421</u>
Total funds available	<u>1,746,017</u>	<u>1,249,642</u>	<u>1,892,358</u>
EXPENDITURES			
General and administrative			
Accounting	37,409	50,000	50,000
Audit	5,700	5,900	6,600
County Treasurer's fee	13,849	14,023	22,551
Dues and licenses	1,238	1,238	2,000
Insurance and bonds	28,253	28,394	31,500
Legal services	96,114	145,000	137,500
Miscellaneous	250	150	250
Election expense	46,001	-	45,000
Contingency	-	-	4,599
Repay developer advance	465,416	-	-
Total expenditures	<u>694,230</u>	<u>244,705</u>	<u>300,000</u>
TRANSFERS OUT			
Transfers to other fund	<u>800,000</u>	<u>728,000</u>	<u>1,372,000</u>
Total expenditures and transfers out requiring appropriation	<u>1,494,230</u>	<u>972,705</u>	<u>1,672,000</u>
ENDING FUND BALANCE	<u>\$ 251,787</u>	<u>\$ 276,937</u>	<u>\$ 220,358</u>
EMERGENCY RESERVE	\$ 30,700	\$ 30,000	\$ 48,500
CAPITAL REPLACEMENT RESERVE	110,294	233,933	171,858
AVAILABLE FOR OPERATIONS	110,793	13,004	-
TOTAL RESERVE	<u>\$ 251,787</u>	<u>\$ 276,937</u>	<u>\$ 220,358</u>

No assurance provided. See summary of significant assumptions.

**LEYDEN ROCK METROPOLITAN DISTRICT  
FEE OPERATIONS FUND  
2022 BUDGET  
WITH 2020 ACTUAL AND 2021 ESTIMATED  
For the Years Ended and Ending December 31,**

1/10/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 23,688	\$ 114,500	\$ 17,944
REVENUE			
Operations fee	561,448	550,129	38,314
Interest income	1,167	1,500	1,500
Other revenue	20,743	9,815	24,450
Rental income	1,725	14,000	11,000
Total revenue	<u>585,083</u>	<u>575,444</u>	<u>75,264</u>
TRANSFERS IN			
Transfers from other funds	<u>800,000</u>	<u>728,000</u>	<u>1,372,000</u>
Total funds available	<u>1,408,771</u>	<u>1,417,944</u>	<u>1,465,208</u>
EXPENDITURES			
General and administrative			
Administration costs	4,106	4,000	4,000
Contingency	-	3,659	3,365
Facilities management	229,866	297,341	316,115
Maintenance of District assets	2,025	6,500	8,500
Miscellaneous	1,816	5,636	11,440
Postage, printing, copies	2,093	1,800	2,000
Mileage	551	900	1,100
Office Equipment	2,238	1,852	2,160
Web Hosting	1,095	1,000	1,200
Landscape maintenance			
District clean-up	50,270	41,000	53,000
Irrigation repairs	35,561	28,000	32,000
Asphalt Sealing	-	1,550	-
Landscape maintenance	131,907	143,572	199,000
Landscape replacement	251,095	220,000	140,000
Lighting	6,267	4,800	6,800
Native weed control	52,293	70,000	70,000
Pest Control	12,200	13,000	10,000
Snow removal	49,949	71,800	52,000
Water & Soil Sampling	4,154	8,000	8,000
Utilities			
Utilities - gas and electric	13,994	17,000	23,000
Telephone/Wi-Fi/Cable	4,212	4,100	4,350
Utilities - trash removal	233,206	235,000	246,000
Utilities - water and sewer	43,758	25,000	33,000
Clubhouse Maintenance			
Clubhouse maintenance and supplies	32,284	12,355	15,800
Clubhouse housekeeping	15,723	26,500	28,000
Clubhouse keys and locks	753	1,400	1,500
Clubhouse Social Activities	23,980	50,310	58,000
Pool Maintenance			
Pool contract maintenance	77,589	90,050	94,570
Pool Repairs and Maintenance	-	1,000	4,500
Pool Supplies	11,286	12,875	20,600
Total expenditures	<u>1,294,271</u>	<u>1,400,000</u>	<u>1,450,000</u>
Total expenditures and transfers out requiring appropriation	<u>1,294,271</u>	<u>1,400,000</u>	<u>1,450,000</u>
ENDING FUND BALANCE	<u>\$ 114,500</u>	<u>\$ 17,944</u>	<u>\$ 15,208</u>
EMERGENCY RESERVE	\$ 17,600	\$ 17,300	\$ 2,300
AVAILABLE FOR OPERATIONS	96,900	644	12,908
TOTAL RESERVE	<u>\$ 114,500</u>	<u>\$ 17,944</u>	<u>\$ 15,208</u>

No assurance provided. See summary of significant assumptions.

**LEYDEN ROCK METROPOLITAN DISTRICT  
DEBT SERVICE FUND  
2022 BUDGET  
WITH 2020 ACTUAL AND 2021 ESTIMATED  
For the Years Ended and Ending December 31,**

1/10/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 5,611,550	\$ 6,203,259	\$ 85,194
REVENUE			
Property Tax	2,580,438	2,613,503	2,225,077
Specific Ownership Tax	192,886	161,416	155,755
Interest income	32,955	3,000	75
Bond premium Series 2021	-	7,947,749	-
Bond proceeds Series 2021	-	45,840,000	-
Total revenue	<u>2,806,279</u>	<u>56,565,668</u>	<u>2,380,907</u>
Total funds available	<u>8,417,829</u>	<u>62,768,927</u>	<u>2,466,101</u>
EXPENDITURES			
Debt Service			
Bond interest Series 2016A	1,723,356	852,778	-
Bond Principal Series 2016A	445,000	-	-
Bond interest Series 2021	-	199,209	1,777,850
Bond principal Series 2021	-	1,220,000	535,000
Refunding escrow	-	52,200,874	-
Bond issue costs	-	768,499	-
Contingency	-	15,000	47,774
County Treasurer's fee	38,714	39,203	33,376
Paying agent fees	7,500	6,000	6,000
Total expenditures	<u>2,214,570</u>	<u>55,301,563</u>	<u>2,400,000</u>
TRANSFERS OUT			
Transfers to other fund	<u>-</u>	<u>7,382,170</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>2,214,570</u>	<u>62,683,733</u>	<u>2,400,000</u>
ENDING FUND BALANCE	<u>\$ 6,203,259</u>	<u>\$ 85,194</u>	<u>\$ 66,101</u>
DEBT SERVICE RESERVE	\$ 2,796,750	\$ -	\$ -
SURPLUS FUND	3,406,509	-	-
TOTAL RESERVE	<u>\$ 6,203,259</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**LEYDEN ROCK METROPOLITAN DISTRICT  
CAPITAL PROJECTS FUND  
2022 BUDGET  
WITH 2020 ACTUAL AND 2021 ESTIMATED  
For the Years Ended and Ending December 31,**

1/10/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ -	\$ -	\$ 7,419,170
REVENUE			
Interest Income	-	2,000	3,200
Other revenue	-	50,000	17,630
Total revenue	<u>-</u>	<u>52,000</u>	<u>20,830</u>
TRANSFERS IN			
Transfers from other funds	<u>-</u>	<u>7,382,170</u>	<u>-</u>
Total funds available	<u>-</u>	<u>7,434,170</u>	<u>7,440,000</u>
EXPENDITURES			
Contingency	-	15,000	17,630
Repay developer advance	-	-	2,641,085
Capital outlay	-	-	4,781,285
Total expenditures	<u>-</u>	<u>15,000</u>	<u>7,440,000</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>15,000</u>	<u>7,440,000</u>
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ 7,419,170</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**LEYDEN ROCK METROPOLITAN DISTRICT  
2022 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

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

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

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

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

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

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

**LEYDEN ROCK METROPOLITAN DISTRICT  
2022 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues**

**Property Taxes**

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

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

**Operations Fee**

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

**Specific Ownership Taxes**

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

**Interest Income**

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 0.10%.

**Expenditures**

**Administrative and Operating Expenditures**

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

**County Treasurer's Fee**

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



**LEYDEN ROCK METROPOLITAN DISTRICT  
2022 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures –(continued)**

**Debt Service**

Principal and interest payments in 2022 are provided based on the debt amortization schedule from the Series 2021 Bonds (discussed under Debts and Leases).

**Debt and Leases**

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

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

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

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

The District has no operating or capital leases.

**Emergency Reserves**

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

**This information is an integral part of the accompanying budget.**

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

**\$45,840,000**

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

**Principal Payable December 1**

**3.00% - 5.00%**

**June 1 and December 1**

**Beginning December 1, 2021**

<u>Year Ended December 31,</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Annual Total</u>
2022	535,000	1,777,850	2,312,850
2023	500,000	1,751,100	2,251,100
2024	570,000	1,726,100	2,296,100
2025	665,000	1,697,600	2,362,600
2026	745,000	1,664,350	2,409,350
2027	780,000	1,627,100	2,407,100
2028	865,000	1,588,100	2,453,100
2029	910,000	1,544,850	2,454,850
2030	1,005,000	1,499,350	2,504,350
2031	1,055,000	1,449,100	2,504,100
2032	1,155,000	1,396,350	2,551,350
2033	1,200,000	1,350,150	2,550,150
2034	1,300,000	1,302,150	2,602,150
2035	1,350,000	1,250,150	2,600,150
2036	1,455,000	1,196,150	2,651,150
2037	1,515,000	1,137,950	2,652,950
2038	1,610,000	1,092,500	2,702,500
2039	1,660,000	1,044,200	2,704,200
2040	1,745,000	994,400	2,739,400
2041	1,795,000	942,050	2,737,050
2042	1,850,000	888,200	2,738,200
2043	1,925,000	814,200	2,739,200
2044	2,000,000	737,200	2,737,200
2045	2,080,000	657,200	2,737,200
2046	2,165,000	574,000	2,739,000
2047	2,250,000	487,400	2,737,400
2048	2,340,000	397,400	2,737,400
2049	2,435,000	303,800	2,738,800
2050	2,530,000	206,400	2,736,400
2051	2,630,000	105,200	2,735,200
<b>Total</b>	<b><u>\$ 45,840,000</u></b>	<b><u>\$ 33,401,759</u></b>	<b><u>\$ 79,241,759</u></b>

No assurance provided. See summary of significant assumptions.

**EXHIBIT D**  
**2020 Audit**

**LEYDEN ROCK METROPOLITAN DISTRICT**  
**Jefferson County, Colorado**

**FINANCIAL STATEMENTS AND**  
**SUPPLEMENTARY INFORMATION**

**YEAR ENDED DECEMBER 31, 2020**

**LEYDEN ROCK METROPOLITAN DISTRICT  
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Dazzio & Associates, PC

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Certified Public Accountants

## **INDEPENDENT AUDITOR'S REPORT**

Board of Directors  
Leyden Rock Metropolitan District  
Jefferson County, Colorado

We have audited the accompanying financial statements of the governmental activities and each major fund of the Leyden Rock Metropolitan District as of and for the year December 31, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

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

### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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• Member American Institute of Certified Public Accountants • Member Colorado Society of Certified Public Accountants •

## Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Leyden Rock Metropolitan District, as of December 31, 2020, and the respective changes in financial position and the budgetary comparisons for the General Fund and the Special Revenue Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## Other Matters

### *Required Supplementary Information*

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

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Leyden Rock Metropolitan District's basic financial statements. The budget to actual schedule for the debt service fund (the Supplementary Information) and the schedule of debt service requirements to maturity and the schedule of assessed valuation, mill levy and property taxes collected (the Other Information) are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Supplementary Information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Supplementary Information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The Other Information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

*Daggio & Associates, P.C.*

May 28, 2021

## **BASIC FINANCIAL STATEMENTS**



**LEYDEN ROCK METROPOLITAN DISTRICT  
STATEMENT OF NET POSITION  
DECEMBER 31, 2020**

	Governmental Activities
<b>ASSETS</b>	
Cash and Investments	\$ 605,493
Cash and Investments - Restricted	6,234,404
Accounts Receivable	20,689
Property Taxes Receivable	3,548,368
Receivable from County Treasurer	23,291
Prepaid Expense	211
Prepaid Insurance	28,394
Capital Assets, Net of Accumulated Depreciation	3,665,690
Total Assets	14,126,540
<b>LIABILITIES</b>	
Accounts Payable	43,769
Prepaid Assessments	299,167
Accrued Bond Interest Payable	142,130
Noncurrent Liabilities:	
Due Within One Year	500,000
Due in More than One Year	56,403,546
Total Liabilities	57,388,612
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Property Tax Revenue	3,548,368
Total Deferred Inflows of Resources	3,548,368
<b>NET POSITION</b>	
Net Investment in Capital Assets	(724,521)
Restricted for:	
Emergency Reserves	48,300
Debt Service	3,264,379
Unrestricted	(49,398,598)
Total Net Position	\$ (46,810,440)

See accompanying Notes to Basic Financial Statements.

**LEYDEN ROCK METROPOLITAN DISTRICT  
STATEMENT OF ACTIVITIES  
YEAR ENDED DECEMBER 31, 2020**

		Program Revenues			Net Revenues (Expenses) and Change in Net Position
Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	
<b>FUNCTIONS/PROGRAMS</b>					
Primary Government:					
Governmental Activities:					
General Government	\$ 1,740,606	\$ 563,173	\$ -	\$ -	\$ (1,177,433)
Interest and Related Costs on Long-Term Debt	3,260,116	-	-	-	(3,260,116)
Total Governmental Activities	\$ 5,000,722	\$ 563,173	\$ -	\$ -	(4,437,549)
<b>GENERAL REVENUES</b>					
Property Taxes					3,503,475
Specific Ownership Taxes					261,883
Net Investment Income					41,988
Other Revenue					41,769
Total General Revenues					3,849,115
<b>CHANGE IN NET POSITION</b>					(588,434)
Net Position - Beginning of Year					(46,222,006)
<b>NET POSITION - END OF YEAR</b>					\$ (46,810,440)

See accompanying Notes to Basic Financial Statements.

**LEYDEN ROCK METROPOLITAN DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
DECEMBER 31, 2020**

	General	Special Revenue	Debt Service	Total Governmental Funds
<b>ASSETS</b>				
Cash and Investments	\$ 210,551	\$ 394,942	\$ -	\$ 605,493
Cash and Investments - Restricted	30,700	17,600	6,186,104	6,234,404
Accounts Receivable	-	20,689	-	20,689
Property Taxes Receivable	934,865	-	2,613,503	3,548,368
Receivable from County Treasurer	6,136	-	17,155	23,291
Prepaid Expense	-	211	-	211
Prepaid Insurance	28,394	-	-	28,394
	<u>\$ 1,210,646</u>	<u>\$ 433,442</u>	<u>\$ 8,816,762</u>	<u>\$ 10,460,850</u>
<b>Total Assets</b>				
 <b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>LIABILITIES</b>				
Accounts Payable	\$ 23,994	\$ 3,982	\$ -	\$ 27,976
Prepaid Assessments	-	299,167	-	299,167
Accrued Expenses	-	15,793	-	15,793
Total Liabilities	<u>23,994</u>	<u>318,942</u>	<u>-</u>	<u>342,936</u>
 <b>DEFERRED INFLOWS OF RESOURCES</b>				
Property Tax Revenue	934,865	-	2,613,503	3,548,368
Total Deferred Inflows of Resources	<u>934,865</u>	<u>-</u>	<u>2,613,503</u>	<u>3,548,368</u>
 <b>FUND BALANCES</b>				
Nonspendable	28,394	211	-	28,605
Restricted for:				
Emergency Reserves	30,700	17,600	-	48,300
Debt Service	-	-	6,203,259	6,203,259
Committed for:				
Operations Fees	-	96,689	-	96,689
Assigned for Subsequent Year	90,830	-	-	90,830
Unassigned	101,863	-	-	101,863
Total Fund Balances	<u>251,787</u>	<u>114,500</u>	<u>6,203,259</u>	<u>6,569,546</u>
	<u>\$ 1,210,646</u>	<u>\$ 433,442</u>	<u>\$ 8,816,762</u>	

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

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

Capital Assets, Net of Accumulated Depreciation 3,665,690

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

Bonds Payable (45,351,000)  
Bond Premium (502,428)  
Accrued Interest on Bonds Payable (3,692,071)  
Developer Advance Payable (5,523,862)  
Accrued Interest on Developer Advance Payable (1,976,315)

Net Position of Governmental Activities \$ (46,810,440)

See accompanying Notes to Basic Financial Statements.

**LEYDEN ROCK METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES –  
GOVERNMENTAL FUNDS  
YEAR ENDED DECEMBER 31, 2020**

	General Fund	Special Revenue	Debt Service	Total Governmental Funds
<b>REVENUES</b>				
Property Taxes	\$ 923,037	\$ -	\$ 2,580,438	\$ 3,503,475
Specific Ownership Taxes	68,997	-	192,886	261,883
Net Investment Income	7,866	1,167	32,955	41,988
Other Revenue	21,026	20,743	-	41,769
Operations Fee	-	561,448	-	561,448
Rental Income	-	1,725	-	1,725
Total Revenues	<u>1,020,926</u>	<u>585,083</u>	<u>2,806,279</u>	<u>4,412,288</u>
<b>EXPENDITURES</b>				
General and Administration:				
Accounting	37,409	-	-	37,409
Audit	5,700	-	-	5,700
County Treasurer's Fee	13,849	-	38,714	52,563
Dues and Membership	1,238	-	-	1,238
Insurance	28,253	-	-	28,253
Legal	96,114	-	-	96,114
Election	46,001	-	-	46,001
Miscellaneous	250	1,816	-	2,066
Administration Costs	-	4,106	-	4,106
Facilities Management	-	229,866	-	229,866
Mileage	-	551	-	551
Office Equipment	-	2,238	-	2,238
Postage, Printing, Copies	-	2,093	-	2,093
Web Hosting	-	1,095	-	1,095
Landscape Maintenance:				
Irrigation Repairs	-	35,561	-	35,561
Landscape Maintenance	-	131,907	-	131,907
Landscape Replacement	-	251,095	-	251,095
Lighting	-	6,267	-	6,267
Native Weed Control	-	52,293	-	52,293
Pest Control	-	12,200	-	12,200
Snow Removal	-	49,949	-	49,949
Water and Soil Sampling	-	4,154	-	4,154
District Clean-Up	-	50,270	-	50,270
Utilities:				
Gas and Electric	-	13,994	-	13,994
Telephone/WiFi/Cable	-	4,212	-	4,212
Trash Removal	-	233,206	-	233,206
Water and Sewer	-	43,758	-	43,758
Clubhouse Maintenance:				
Housekeeping	-	15,723	-	15,723
Keys and Locks	-	753	-	753
Maintenance and Supplies	-	32,284	-	32,284
Social Activities	-	23,980	-	23,980
Pool Maintenance:				
Contract Pool Maintenance	-	77,589	-	77,589
Supplies	-	11,286	-	11,286
Debt Service:				
Bond Interest - Series 2016A	-	-	1,723,356	1,723,356
Bond Principal - Series 2016A	-	-	445,000	445,000
Paying Agent/Trustee Fees	-	-	7,500	7,500
Total Expenditures	<u>228,814</u>	<u>1,294,271</u>	<u>2,214,570</u>	<u>3,737,655</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	792,112	(709,188)	591,709	674,633
<b>OTHER FINANCING SOURCES (USES)</b>				
Repay Developer Advance	(465,416)	-	-	(465,416)
Transfer to (from) Other Funds	(800,000)	800,000	-	-
Total Other Financing Sources (Uses)	<u>(1,265,416)</u>	<u>800,000</u>	<u>-</u>	<u>(465,416)</u>
<b>NET CHANGE IN FUND BALANCES</b>	(473,304)	90,812	591,709	209,217
Fund Balances - Beginning of Year	<u>725,091</u>	<u>23,688</u>	<u>5,611,550</u>	<u>6,360,329</u>
<b>FUND BALANCES - END OF YEAR</b>	<u>\$ 251,787</u>	<u>\$ 114,500</u>	<u>\$ 6,203,259</u>	<u>\$ 6,569,546</u>

See accompanying Notes to Basic Financial Statements.

**LEYDEN ROCK METROPOLITAN DISTRICT  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN  
FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
YEAR ENDED DECEMBER 31, 2020**

Net Change in Fund Balances - Total Governmental Funds \$ 209,217

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

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

Depreciation (217,521)

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

Repay Bond Principal 445,000

Repay Developer Advance Principal 442,803

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

Accrued Interest on Bonds - Change in Liability (1,058,191)

Amortization of Bond Premium 28,188

Accrued Interest on Developer Advance - Change in Liability (437,930)

Change in Net Position of Governmental Activities \$ (588,434)

**LEYDEN ROCK METROPOLITAN DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL  
YEAR ENDED DECEMBER 31, 2020**

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>				
Property Taxes	\$ 923,169	\$ 923,169	\$ 923,037	\$ (132)
Specific Ownership Taxes	73,854	73,854	68,997	(4,857)
Net Investment Income	7,500	7,500	7,866	366
Other Revenue	-	101,630	21,026	(80,604)
Total Revenues	<u>1,004,523</u>	<u>1,106,153</u>	<u>1,020,926</u>	<u>(85,227)</u>
<b>EXPENDITURES</b>				
General and Administration:				
Accounting	50,000	37,409	37,409	-
Audit	5,800	5,700	5,700	-
County Treasurer's Fee	13,848	13,849	13,849	-
Dues and Membership	2,000	1,238	1,238	-
Insurance	30,000	28,253	28,253	-
Legal	75,000	96,114	96,114	-
Miscellaneous	150	250	250	-
Election	2,500	46,001	46,001	-
Contingency	10,702	101,630	-	101,630
Total Expenditures	<u>190,000</u>	<u>330,444</u>	<u>228,814</u>	<u>101,630</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	814,523	775,709	792,112	16,403
<b>OTHER FINANCING SOURCES (USES)</b>				
Repay Developer Advance	(350,000)	(465,416)	(465,416)	-
Transfers to Other Funds	(804,140)	(804,140)	(800,000)	4,140
Total Other Financing Sources (Uses)	<u>(1,154,140)</u>	<u>(1,269,556)</u>	<u>(1,265,416)</u>	<u>4,140</u>
<b>NET CHANGE IN FUND BALANCE</b>	(339,617)	(493,847)	(473,304)	20,543
Fund Balance - Beginning of Year	<u>716,377</u>	<u>716,377</u>	<u>725,091</u>	<u>8,714</u>
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ 376,760</u>	<u>\$ 222,530</u>	<u>\$ 251,787</u>	<u>\$ 29,257</u>

See accompanying Notes to Basic Financial Statements.

**LEYDEN ROCK METROPOLITAN DISTRICT  
SPECIAL REVENUE FUND  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL  
YEAR ENDED DECEMBER 31, 2020**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>			
Operations Fee	\$ 541,860	\$ 561,448	\$ 19,588
Net Investment Income	1,500	1,167	(333)
Other Revenue	10,500	20,743	10,243
Rental Income	12,000	1,725	(10,275)
Total Revenues	<u>565,860</u>	<u>585,083</u>	<u>19,223</u>
<b>EXPENDITURES</b>			
General and Administration:			
Administration Costs	3,575	4,106	(531)
Facilities Management	230,958	229,866	1,092
Maintenance of District Assets	2,000	2,025	(25)
Mileage	1,000	551	449
Miscellaneous/Contingency	6,624	1,816	4,808
Office Equipment	1,910	2,238	(328)
Postage, Printing, Copies	2,500	2,093	407
Web Hosting	1,200	1,095	105
Landscape Maintenance:			
Irrigation Repairs	30,000	35,561	(5,561)
Landscape Maintenance	151,000	131,907	19,093
Landscape Replacement	255,468	251,095	4,373
Lighting	4,143	6,267	(2,124)
Native Weed Control	70,000	52,293	17,707
Pest Control	13,500	12,200	1,300
Snow Removal	30,000	49,949	(19,949)
District Clean-Up	51,750	50,270	1,480
Water and Soil Sampling	7,800	4,154	3,646
Utilities:			
Gas and Electric	26,000	13,994	12,006
Telephone/Wifi/Cable	3,150	4,212	(1,062)
Trash Removal	235,124	233,206	1,918
Water and Sewer	45,000	43,758	1,242
Clubhouse Maintenance:			
Housekeeping	17,000	15,723	1,277
Keys and Locks	1,350	753	597
Maintenance and Supplies	32,428	32,284	144
Social Activities	32,520	23,980	8,540
Pool Maintenance:			
Contract Pool Maintenance	86,500	77,589	8,911
Repairs and Maintenance	10,000	-	10,000
Supplies	17,500	11,286	6,214
Total Expenditures	<u>1,370,000</u>	<u>1,294,271</u>	<u>75,729</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(804,140)	(709,188)	94,952
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers from Other Funds	804,140	800,000	(4,140)
Total Other Financing Sources (Uses)	<u>804,140</u>	<u>800,000</u>	<u>(4,140)</u>
<b>NET CHANGE IN FUND BALANCE</b>	-	90,812	90,812
Fund Balance - Beginning of Year	17,500	23,688	6,188
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ 17,500</u>	<u>\$ 114,500</u>	<u>\$ 97,000</u>

See accompanying Notes to Basic Financial Statements.

**LEYDEN ROCK METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 1 DEFINITION OF REPORTING ENTITY**

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

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

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

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

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

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



**LEYDEN ROCK METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

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

**Government-Wide and Fund Financial Statements**

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

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

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

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

**Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

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

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes, operations fees, and specific ownership taxes. All other revenue items are considered to be measurable and available only when cash is received by the District. The District determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation is due.

**LEYDEN ROCK METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

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

The District reports the following major governmental funds:

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

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

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

**Budgets**

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

The District amended its annual budget for the year ended December 31, 2020.

**Pooled Cash and Investments**

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

**Property Taxes**

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

**LEYDEN ROCK METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Property Taxes (Continued)**

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

**Capital Assets**

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

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

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

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

**Deferred Inflows of Resources**

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

**Amortization of Bond Premium**

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

**Equity**

**Net Position**

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

**LEYDEN ROCK METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Equity (Continued)**

**Fund Balance**

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

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

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

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

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

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

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

**LEYDEN ROCK METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 3 CASH AND INVESTMENTS**

Cash and investments as of December 31, 2020, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 605,493
Cash and Investments - Restricted	<u>6,234,404</u>
Total Cash and Investments	<u><u>\$ 6,839,897</u></u>

Cash and investments as of December 31, 2020, consist of the following:

Deposits with Financial Institutions	\$ 457,067
Investments	<u>6,382,830</u>
Total Cash and Investments	<u><u>\$ 6,839,897</u></u>

**Deposits with Financial Institutions**

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

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

At December 31, 2020, the District's cash deposits had a bank balance of \$520,580 and a carrying balance of \$457,067.

**Investments**

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

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

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

**LEYDEN ROCK METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 3 CASH AND INVESTMENTS (CONTINUED)**

**Investments (Continued)**

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

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

As of December 31, 2020, the District had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Amount</u>
Colorado Surplus Asset Fund Trust (CSAFE)	Weighted Average Under 60 Days	\$ 6,382,830

**CSAFE**

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

**LEYDEN ROCK METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 4 CAPITAL ASSETS**

An analysis of the changes in capital assets for the year ended December 31, 2020, follows:

	Balance - December 31, 2019	Increases	Decreases	Balance - December 31, 2020
<u>Governmental Activities</u>				
Capital Assets, Being Depreciated:				
Buildings	\$ 1,338,401	\$ -	\$ -	\$ 1,338,401
Landscaping	2,301,472	-	-	2,301,472
Monuments, Signage, and Other	574,301	-	-	574,301
Parks and Recreation	136,251	-	-	136,251
Total Capital Assets, Being Depreciated	4,350,425	-	-	4,350,425
Less Accumulated Depreciation for:				
Buildings	(167,300)	(66,920)	-	(234,220)
Landscaping	(223,194)	(115,074)	-	(338,268)
Monuments, Signage, and Other	(60,474)	(28,715)	-	(89,189)
Parks and Recreation	(16,246)	(6,812)	-	(23,058)
Total Accumulated Depreciation	(467,214)	(217,521)	-	(684,735)
Governmental Activities Capital Assets, Net	\$ 3,883,211	\$ (217,521)	\$ -	\$ 3,665,690

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

General Government	\$ 217,521
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**LEYDEN ROCK METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 5 LONG-TERM OBLIGATIONS**

The following is an analysis of the changes in the District's long-term obligations for the year ended December 31, 2020:

	Balance - December 31, 2019	Additions	Reductions	Balance - December 31, 2020	Due Within One Year
<u>Governmental Activities:</u>					
<b>Bonds Payable:</b>					
General Obligation Bonds					
Payable:					
Series 2016A	\$ 36,110,000	\$ -	\$ 445,000	\$ 35,665,000	\$ 500,000
Series 2016B	5,585,000	-	-	5,585,000	-
Series 2017C	4,101,000	-	-	4,101,000	-
Premium	530,616	-	28,188	502,428	-
Accrued Interest on 2016B	1,537,141	516,355	-	2,053,496	-
Accrued Interest on 2017C	953,126	543,319	-	1,496,445	-
<b>Subtotal of Bonds Payable:</b>	<u>48,816,883</u>	<u>1,059,674</u>	<u>473,188</u>	<u>49,403,369</u>	<u>500,000</u>
<b>Other Debts:</b>					
Developer Advance -					
Capital	5,523,862	-	-	5,523,862	-
Developer Advance -					
Operations	442,803	-	442,803	-	-
Interest on Developer					
Advances - Capital	1,534,406	441,909	-	1,976,315	-
Interest on Developer					
Advances - Operations	3,979	18,634	22,613	-	-
Total Long-Term Liabilities	<u>\$ 56,321,933</u>	<u>\$ 1,520,217</u>	<u>\$ 938,604</u>	<u>\$ 56,903,546</u>	<u>\$ 500,000</u>

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

**Series 2016A, 2016B and 2016C Bonds**

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



**LEYDEN ROCK METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)**

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

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

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

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

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

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

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

**LEYDEN ROCK METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)**

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

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

The Senior Indenture provides that a Senior Required Mill Levy be imposed in an amount sufficient to pay the principal of, premium if any, and interest on the 2016A Senior Bonds, as they become due and payable, and replenish the Senior Reserve Fund to the Reserve Requirement amount of \$2,796,750, but not in excess of 40 mills (subject to adjustment for changes occurring after January 1, 2004, in the method of calculating assessed valuation), and for so long as the Surplus Fund is less than the Maximum Surplus Amount of \$3,635,500, not less than 40 mills (as adjusted). In the event the minimum mill levy would produce revenue in excess of that required to repay all principal and interest on the 2016A Senior Bonds, then such minimum mill levy shall be reduced to a mill levy which will produce revenue sufficient to repay all principal and interest on the 2016A Senior Bonds. Upon reaching 50% Senior Debt to Assessed, the Senior Surplus Fund will be terminated and any moneys therein applied to any legal purpose of the District. The District has acknowledged that state law places certain restrictions on the use of money derived from the Senior Required Mill Levy. As of December 31, 2020, the Senior Reserve Fund had a total of \$2,797,299.

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

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

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

**LEYDEN ROCK METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)**

**Series 2017C Bonds**

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

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

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

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

The current debt service schedule is attached for the Series 2016A Bonds. Debt service schedules for the 2016B and 2017C Bonds are not provided as the Bonds are cash flow bonds and the timing of the payments are unknown.

**LEYDEN ROCK METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)**

**Series 2017C Bonds (Continued)**

The District's long-term obligations regarding the Series 2016A general obligation bonds will mature as follows:

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 500,000	\$ 1,705,556	\$ 2,205,556
2022	565,000	1,685,556	2,250,556
2023	585,000	1,662,956	2,247,956
2024	655,000	1,639,556	2,294,556
2025	680,000	1,613,356	2,293,356
2026-2030	4,310,000	7,579,906	11,889,906
2031-2035	5,970,000	6,491,282	12,461,282
2036-2040	8,305,000	4,822,750	13,127,750
2041-2045	14,095,000	2,462,000	16,557,000
Total	<u>\$ 35,665,000</u>	<u>\$ 29,662,918</u>	<u>\$ 65,327,918</u>

**Authorized Debt**

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

At December 31, 2020, District has authorized but unissued indebtedness in the following amounts allocated for the following purposes:

	Amount Authorized November 1, 2011	Authorization Used - Series 2016A Bond	Authorization Used - Series 2016B Bond	Authorization Used - Series 2016C Bond	Authorization Used - Series 2017C Bond	Authorized But Unissued
Streets	\$ 80,000,000	\$ 13,254,667	\$ 2,036,235	\$ 2,360,720	\$ 1,495,184	\$ 60,853,194
Water	80,000,000	9,390,596	1,442,621	1,672,510	1,059,299	66,434,974
Sanitation	80,000,000	10,022,087	1,539,633	1,784,982	1,130,534	65,522,764
Parks and Recreation	80,000,000	3,635,709	558,532	647,537	410,124	74,748,098
Public Transportation	80,000,000	-	-	-	-	80,000,000
Television Relay	80,000,000	-	-	-	-	80,000,000
Mosquito Control	80,000,000	-	-	-	-	80,000,000
Security Services	80,000,000	-	-	-	-	80,000,000
Traffic and Safety	80,000,000	51,941	7,979	9,251	5,859	79,924,970
Fire Protection	80,000,000	-	-	-	-	80,000,000
Operations and Maintenance	80,000,000	-	-	-	-	80,000,000
Refundings	80,000,000	-	-	-	-	80,000,000
Intergovernmental Agreements	80,000,000	-	-	-	-	80,000,000
Contracts	80,000,000	-	-	-	-	80,000,000
Total	<u>\$1,120,000,000</u>	<u>\$ 36,355,000</u>	<u>\$ 5,585,000</u>	<u>\$ 6,475,000</u>	<u>\$ 4,101,000</u>	<u>\$1,067,484,000</u>

**LEYDEN ROCK METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 6 NET POSITION**

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

Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. As of December 31, 2020, the District had net investment in capital assets calculated as follows:

	Governmental Activities
Capital Assets, Net	\$ 3,665,690
Outstanding Long-Term Debt Applicable to Capital Assets	(4,405,559)
Unspent Bond Proceeds Applicable to Capital Assets	546,076
Outstanding Developer Advances Related to Capital Assets	(530,728)
Net Investment in Capital Assets	\$ (724,521)

The District had a restricted net position as of December 31, 2020, as follows:

	Governmental Activities
Restricted Net Position:	
Emergency Reserve	\$ 48,300
Debt Service	3,264,379
Total Restricted Net Position	\$ 3,312,679

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

**NOTE 7 AGREEMENTS**

**Funding and Reimbursement Agreement with RRCEA, LLC**

On December 3, 2012, effective January 10, 2012, and an Addendum on July 28, 2015, District No. 1 and RRCEA, LLC (Developer) entered into a Funding and Reimbursement Agreement whereby which the District is an obligor. The Developer will fund the costs related to the Public Infrastructure and costs in the nature of general operating, administrative and maintenance costs, such as attorneys, engineers, architects, surveyors, district management, accounting, auditing and insurance. The Developer agrees to loan to District No. 1, on behalf of the Districts, one or more sums of money, not to exceed the aggregate of \$150,000 per annum for five years, up to \$750,000 through December 31, 2016. District No. 1 will accrue interest at a rate of 8% per annum from the date any such advance is made.

On July 14, 2016, the Agreement was amended and restated so that all prior advances made to District No. 1 are assigned to the District. Any future advances will be requested and received by the District. This agreement was terminated on November 16, 2020.

**LEYDEN ROCK METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 7 AGREEMENTS (CONTINUED)**

**Funding and Reimbursement Agreement with Leyden Rock Development, Inc.**

The District and Leyden Rock Development, Inc. (LRD) entered into an Infrastructure Acquisition and Reimbursement Agreement, dated as of January 1, 2017, to provide the circumstances under which the District would reimburse LRD for the construction of public improvements of benefit to the District. Such obligations bear simple interest at a rate of 8% per annum and are payable by the District from the proceeds of loans, bonds, and/or other legally available funds not otherwise required for reasonable operating costs of the District, and are subject to annual appropriation. Any Reimbursement Obligation issued under the Agreement is subordinate to any and all amounts due and owing to the Developer under the previously described reimbursement agreement with RRCEA, LLC and is subordinate to any amounts due and owing on the Bonds. As December 31, 2020, no advances are outstanding.

**Infrastructure Acquisition and Reimbursement Agreement with RRCEA, LLC**

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

On July 14, 2016, the Agreement was amended and restated and the District assumes all responsibilities (e.g. operations, maintenance, repayment, etc.) of the accepted infrastructure. As of December 31, 2020, outstanding advances under this agreement totaled \$5,523,862 and accrued interest totaled \$1,976,315.

**NOTE 8 RELATED PARTIES**

The Developers of the property which constitutes the District are RRCEA, LLC, RRCEA Two, LLC and Leyden Rock Development, Inc. Certain members of the Board of Directors are employees, owners, or otherwise associated with the Developer, and may have conflicts of interest in dealing with the District.

**NOTE 9 INTERFUND AND OPERATING TRANSFERS**

The transfer from the General Fund to Special Revenue Fund was made to support funding of operations and maintenance of the District.

**LEYDEN ROCK METROPOLITAN DISTRICT  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 10 RISK MANAGEMENT**

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

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

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

**NOTE 11 TAX, SPENDING AND DEBT LIMITATIONS**

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

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

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

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

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

## **SUPPLEMENTARY INFORMATION**



**LEYDEN ROCK METROPOLITAN DISTRICT  
DEBT SERVICE FUND  
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL  
YEAR ENDED DECEMBER 31, 2020**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>			
Property Taxes	\$ 2,580,806	\$ 2,580,438	\$ (368)
Specific Ownership Taxes	206,464	192,886	(13,578)
Net Investment Income	73,000	32,955	(40,045)
Total Revenues	<u>2,860,270</u>	<u>2,806,279</u>	<u>(53,991)</u>
<b>EXPENDITURES</b>			
County Treasurer's Fees	38,712	38,714	(2)
Paying Agent/Trustee Fees	6,000	7,500	(1,500)
Bond Interest - Series 2016A	1,723,356	1,723,356	-
Bond Principal - Series 2016A	445,000	445,000	-
Contingency	6,932	-	6,932
Total Expenditures	<u>2,220,000</u>	<u>2,214,570</u>	<u>5,430</u>
<b>NET CHANGE IN FUND BALANCE</b>	640,270	591,709	(48,561)
Fund Balance - Beginning of Year	<u>5,590,569</u>	<u>5,611,550</u>	<u>20,981</u>
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ 6,230,839</u>	<u>\$ 6,203,259</u>	<u>\$ (27,580)</u>

## **OTHER INFORMATION**

**LEYDEN ROCK METROPOLITAN DISTRICT  
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY  
DECEMBER 31, 2020**

\$36,355,000 Series 2016A  
Limited Tax (Convertible to Unlimited Tax)  
General Obligation Refunding and Improvement Bonds  
Interest Rate: 4.000% - 5.000%  
Interest Payable June 1 and December 1  
Principal Payable December 1

Year Ending December 31,	Principal	Rate	Interest	Total
2021	\$ 500,000	4.000 %	\$ 1,705,556	\$ 2,205,556
2022	565,000	4.000	1,685,556	2,250,556
2023	585,000	4.000	1,662,956	2,247,956
2024	655,000	4.000	1,639,556	2,294,556
2025	680,000	4.000	1,613,356	2,293,356
2026	755,000	4.375	1,586,156	2,341,156
2027	785,000	4.375	1,553,125	2,338,125
2028	870,000	4.375	1,518,781	2,388,781
2029	905,000	4.375	1,480,719	2,385,719
2030	995,000	4.375	1,441,125	2,436,125
2031	1,035,000	4.375	1,397,594	2,432,594
2032	1,130,000	4.375	1,352,313	2,482,313
2033	1,180,000	4.375	1,302,875	2,482,875
2034	1,280,000	5.000	1,251,250	2,531,250
2035	1,345,000	5.000	1,187,250	2,532,250
2036	1,465,000	5.000	1,120,000	2,585,000
2037	1,535,000	5.000	1,046,750	2,581,750
2038	1,665,000	5.000	970,000	2,635,000
2039	1,750,000	5.000	886,750	2,636,750
2040	1,890,000	5.000	799,250	2,689,250
2041	1,985,000	5.000	704,750	2,689,750
2042	2,135,000	5.000	605,500	2,740,500
2043	2,240,000	5.000	498,750	2,738,750
2044	2,410,000	5.000	386,750	2,796,750
2045	5,325,000	5.000	266,250	5,591,250
Total	<u>\$ 35,665,000</u>		<u>\$ 29,662,918</u>	<u>\$ 65,327,918</u>

**LEYDEN ROCK METROPOLITAN DISTRICT  
SCHEDULE OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED  
DECEMBER 31, 2020**

Year Ended December 31,	Prior Year Assessed Valuation for Current Year Tax Levy	Mills Levied for		Total Property Taxes		Percent Collected to Levied
		General	Debt Service	Levied	Collected	
2016	\$ 31,142,287	6.250	0.000	\$ 194,639	\$ 193,851	99.60 %
2017	35,414,376	12.500	40.000	1,859,255	1,846,181	99.30
2018	49,322,962	15.819	44.222	2,961,400	2,902,305	98.00
2019	52,054,407	15.819	44.222	3,125,398	3,130,560	100.17
2020	57,955,264	15.929	44.531	3,503,974	3,503,475	99.99
Estimated 2021	\$ 58,689,516	15.929	44.531	\$ 3,548,368		

**NOTE:**

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



## LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

**Name of Contractor/Provider/Consultant:** Peak One Pool & Spa  
**Title of Agreement/Contract:** Installation of Raypak Heater  
**Agreement/Contract Date:** May 25, 2022

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

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

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the “Services”): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District; and (d) in compliance with all applicable federal, state, county and local or municipal statutes, ordinances and regulations. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.

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

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers’ compensation benefits or unemployment insurance benefits and the District will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement,

without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Prohibitions on Public Contracts for Services. The Contractor shall comply with the provisions of §§ 8-17.5-101, *et seq.*, C.R.S., and certifies that Contractor is in compliance with the provisions of this law as evidenced by Contractor's signature below. Contractor's violation of the requirements of §§ 8-17.5-101, *et seq.*, C.R.S. is grounds for termination of the Agreement and may subject the Contractor to actual and consequential damages.

The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in the Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated herein.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in the Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under the Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in §8-17.5-102, C.R.S.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Contractor involved with the performance of the services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage, and (iv) any

other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

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

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

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions shall be in the District Court in and for the county in which the District is located.

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

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

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited



solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then current fiscal period.

13. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

14. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

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

16. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

<b>District:</b> By: <u>Brett Vernon</u> <small>Brett Vernon (Jun 6, 2022 16:11 MDT)</small> Name: <u>Brett Vernon</u> Title: <u>President</u>	<b>Contractor:</b> By: _____ Name: _____ Title: _____
--	--

Exhibit A  
Scope of Services/Compensation Schedule



PO Box 20507  
Boulder, CO 80308

# Estimate

Date	Estimate #
5/24/2022	4364

Leyden Rock  
17685 W 83rd Drive  
Arvada, CO 80007

Leyden Rock  
17685 W 83rd Drive  
Arvada, CO 80007

P.O. No.

Description	Qty	Rate	Total
<b>POOL HEATER</b>  Raypak Heater: Raytherm 1125: Includes removal and disposal of existing heater, installation including gas, plumbing, venting and electrical connections, product registration and manufacturer warranty.  ** in stock and available for delivery now	1	14,575.00	14,575.00T

Approved by \_\_\_\_\_

**Subtotal** \$14,575.00

**Sales Tax (0.0%)** \$0.00

**Total** **\$14,575.00**

Please call 970-418-0767 or email  
peakonepoolandspa@gmail.com and reference  
Estimate # to approve. Thank you for your business!

This estimate is an approximation and is not guaranteed. It is the approximate cost to complete the work described based on information provided. Actual cost may change and will be charged based upon the price of parts provided by Peak One Pool & Spa plus labor which will be charged by the hour and may include time taken to research, source and purchase any materials provided. Estimate is good for 90 days.

## LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

**Name of Contractor/Provider/Consultant:** Peak One Pool & Spa  
**Title of Agreement/Contract:** Installation of Pool Filter  
**Agreement/Contract Date:** June 2, 2022

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

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

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the "Services"): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District; and (d) in compliance with all applicable federal, state, county and local or municipal statutes, ordinances and regulations. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the "**Work**") will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor's guarantees and warranties shall in all cases survive termination of this Agreement.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.

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

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers' compensation benefits or unemployment insurance benefits and the District will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement,

without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Prohibitions on Public Contracts for Services. The Contractor shall comply with the provisions of §§ 8-17.5-101, *et seq.*, C.R.S., and certifies that Contractor is in compliance with the provisions of this law as evidenced by Contractor's signature below. Contractor's violation of the requirements of §§ 8-17.5-101, *et seq.*, C.R.S. is grounds for termination of the Agreement and may subject the Contractor to actual and consequential damages.

The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in the Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated herein.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in the Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under the Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in §8-17.5-102, C.R.S.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Contractor involved with the performance of the services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage, and (iv) any

other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

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

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

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions shall be in the District Court in and for the county in which the District is located.

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

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

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited

solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then current fiscal period.

13. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

14. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

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

16. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

<b>District:</b>	<b>Contractor:</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A  
Scope of Services/Compensation Schedule





PO Box 20507  
Boulder, CO 80308

# Estimate

Date	Estimate #
6/2/2022	4243

Leyden Rock  
17685 W 83rd Drive  
Arvada, CO 80007

Leyden Rock  
17685 W 83rd Drive  
Arvada, CO 80007

P.O. No.

Description	Qty	Rate	Total
<b>REPLACE SAND AND LATERALS IN X5 TR140 FILTERS:</b>			
Silica sand 50lb	75	18.00	1,350.00
Pea Gravel 50 lb bag	20	30.00	600.00
Pentair Filter Parts: Pentair Lateral Assembly For Triton II Filter Model LTR140	40	38.109	1,524.36
Labor to remove and dispose of existing sand/gravel in X5 TR140 filters and replace with new	1	2,100.00	2,100.00

Approved by \_\_\_\_\_

**Subtotal** \$5,574.36

**Sales Tax (4.0%)** \$0.00

**Total** **\$5,574.36**

Please call 970-418-0767 or email  
peakonepoolandspa@gmail.com and reference  
Estimate # to approve. Thank you for your business!

This estimate is an approximation and is not guaranteed. It is the approximate cost to complete the work described based on information provided. Actual cost may change and will be charged based upon the price of parts provided by Peak One Pool & Spa plus labor which will be charged by the hour and may include time taken to research, source and purchase any materials provided. Estimate is good for 90 days.

The attached Work Order #84736 to Independent Contractor Agreement for Landscape Maintenance Services with Leyden Rock Metropolitan District dated October 4, 2021 (the "Agreement"). The Parties agree that all terms and conditions of the Agreement apply to the Description of Work to be Performed set forth in the Work Order.

DISTRICT:

\_\_\_\_\_  
Authorized Signor

CONTRACTOR:

\_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Date



May 31, 2022

WORK ORDER #84736

**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](mailto: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**

New Garden Plot Revised

Prepare a new Garden Plot that measures 59'x41'. Remove the top 1" of soil and rototill in 5 cubic yards of new compost.

<b>Sale</b>	\$3,066.23
<b>Sales Tax</b>	\$0.00
<b>Total</b>	<b>\$3,066.23</b>

**LEYDEN ROCK METROPOLITAN DISTRICT  
WORK ORDER SUMMARY**

<b>INCLUDED SERVICES</b>	<b>SALES TAX</b>	<b>TOTAL COST</b>
Prepare a new Garden Plot that measures 59'x41'. Remove the top 1" of soil and rototill in 5 cubic yards of new compost.	\$0.00	\$3,066.23
	<b>\$0.00</b>	<b>\$3,066.23</b>

**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           JO            
Jeremiah Oldham

By \_\_\_\_\_

Date 5/31/2022

Date \_\_\_\_\_

**Keesen Landscape Management,  
Inc.**

**LEYDEN ROCK  
METROPOLITAN DISTRICT**

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

The attached Work Order #84423 to Independent Contractor Agreement for Landscape Maintenance Services with Leyden Rock Metropolitan District dated October 4, 2021 (the "Agreement"). The Parties agree that all terms and conditions of the Agreement apply to the Description of Work to be Performed set forth in the Work Order.

DISTRICT:

\_\_\_\_\_  
Authorized Signor

CONTRACTOR:

\_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Date



May 19, 2022

WORK ORDER #84423

**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](mailto: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**

Clubhouse Enhancements

<b>Sale</b>	\$8,340.35
<b>Sales Tax</b>	\$372.20
<b>Total</b>	<b>\$8,712.55</b>

**LEYDEN ROCK METROPOLITAN DISTRICT  
WORK ORDER SUMMARY**

<b>INCLUDED SERVICES</b>	<b>SALES TAX</b>	<b>TOTAL COST</b>
Enhancement	\$372.20	\$8,712.55

Install additional plant material to clubhouse beds. See attached Areas 1-10 photo examples.

Total plant material:

6 - #5 Summer Wine Ninebark

9 - #5 Miss Kim Lilac

4 - #10 Fine Line Buckthorn

14 - #1 Blackeyed Susan

19 - #1 Alaska Daisy

23 - #1 Feather Reed Grass

6 - #1 Dwarf Fountain Grass

16 - #1 May Night Salvia

17 - #1 Purple Ice Plant

12 - #1 Burgundy Gaillardia

22 - #1 Stella Daylily

11 - #5 Gro-Low Sumac

3 - #5 Dwarf Burning Bush

5 - #1 Blue Avena Grass

Irrigation work will be done on a time and material basis.

---

**\$372.20**

**\$8,712.55**

**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           JO            
Jeremiah Oldham

By \_\_\_\_\_

Date 5/19/2022

Date \_\_\_\_\_

**Keesen Landscape Management,  
Inc.**

**LEYDEN ROCK  
METROPOLITAN DISTRICT**

**Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$75.00 per man hour.**











































## LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

**Name of Contractor/Provider/Consultant:** Polynesian Party Planners Inc

**Title of Agreement/Contract:** Polynesian Entertainment for Movie Night on July 15, 2022

**Agreement/Contract Date:** June 1, 2022

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

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

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

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.

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

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers’ compensation benefits or unemployment insurance benefits and the District will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Prohibitions on Public Contracts for Services. The Contractor shall comply with the provisions of §§ 8-17.5-101, *et seq.*, C.R.S., and certifies that Contractor is in compliance with the provisions of this law as evidenced by Contractor’s signature below. Contractor’s violation of the requirements of §§ 8-17.5-101, *et seq.*, C.R.S. is grounds for termination of the Agreement and may subject the Contractor to actual and consequential damages.

The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in the Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment

eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated herein.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in the Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under the Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in §8-17.5-102, C.R.S.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Contractor involved with the performance of the services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or

employees. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability acts or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

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

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions shall be in the District Court in and for the county in which the District is located.

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

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

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

13. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

14. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

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

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By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

<b>District:</b> By: <u>Brett Vernon</u> Name: _____ Title: _____	<b>Contractor:</b> By: <u>Glenda Florez</u> Name: _____ Title: _____
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Exhibit A  
Scope of Services/Compensation Schedule

Moana Movie Night : \$700.00



**KALAMA**  
POLYNESIAN DANCERS

From  
*Polynesian Party Planners INC*  
6653 Pinery Villa PL  
Parker, CO 80134

To  
*Christine Ahern*

Invoice 838  
Issued May 13, 2022  
Due Date July 15, 2022

ITEM	QUANTITY	PRICE	TOTAL
<i>Best Seller Package</i>	1	\$650.00	<b>\$650.00</b>

This show is a new and popular addition. This show is one hour long and includes 3 dancers. They will perform dances from the Polynesian Islands- Hawaii, New Zealand, Samoa, and Tahiti. They will do 3-4 authentic costume changes, audience participation (Hula Lesson or Warrior Dance). The grand finale includes a spectacular fire performance. Live Tahitian Drumming is also included in this package and will be featured throughout the show.

<i>Travel Fee / Gas Fee</i>	1	\$50.00	<b>\$50.00</b>
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Travel Fee is charged when events are more than 30 minutes away from us. Mahalo!

\*\*\* You are about one hour and 15 min from our dance studio in Aurora\*\*\*

Subtotal: \$700.00  
Tax: \$0.00  
**Total: \$700.00**

PAYMENT SCHEDULE DETAILS

Past Due Payment: May 13, 2022 - \$350.00

▶ **SEE ALL PAYMENT DETAILS**

July 15, 2022 - \$350.00



**Request for Taxpayer  
 Identification Number and Certification**

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

Print or type  
 See Specific Instructions on page 2.

Name Polymecian Party Planners Inc  
 Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other S-CORP  Exempt from backup withholding

Address (number, street, and apt. or suite no.) 1053 Pinery Villa Pl  
 City, state, and ZIP code Parker, CO 80134

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number  
 | | | | | | | | | |

or

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number  
2162184114U

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 4.)

Sign Here

Signature of U.S. person

Date

01/27/2022

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.







Colorado Special Districts  
Property and Liability Pool

Independent Contractor Status Form

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

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

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

We certify UNDER PENALTY OF PERJURY that: (Name and Trade Name) Blinda Flores and Polynesian Party Planners Inc  
performing (type of work) Polynesian Dance

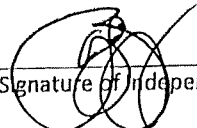
Federal Employer Identification Number: 26-2184146

Address: 6653 Pinney Villa Pl Parker CO 80134

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

Address: \_\_\_\_\_ Coverage #: \_\_\_\_\_ Phone: \_\_\_\_\_

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

  
\_\_\_\_\_  
Signature of Independent Contractor

May 29, 2022  
\_\_\_\_\_  
Date

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

USAA CASUALTY INSURANCE COMPANY

THIS CARD IS TO BE USED AS EVIDENCE OF INSURANCE AS REQUIRED  
BY COLORADO LAW. KEEP IN YOUR VEHICLE AT ALL TIMES.  
BI-PD

COLORADO INSURANCE IDENTIFICATION CARD

NAME RAUL R FLOREZ JR  
NAI'A R BAUTISTA

POLICY NUMBER 01386 82 76C 7101 0

EFFECTIVE DATE 05/01/22 TO 11/01/22  
2012 TOYOTA 4RUNNER  
JTEBU5JR1C5092410

9800 Fredericksburg Road San Antonio, Texas 78288  
Additional copies available at [usaa.com](http://usaa.com)

Signature: Brett Vernon  
Brett Vernon (Jun 1, 2022 15:34 MDT)

Email: [brett.vernon@leydenrocklife.com](mailto:brett.vernon@leydenrocklife.com)

Signature: Glenda Florez  
Glenda Florez (Jun 3, 2022 17:09 MDT)

Email: [polynesianpartyplanner@gmail.com](mailto:polynesianpartyplanner@gmail.com)

**LEYDEN ROCK METROPOLITAN DISTRICT**  
Schedule of Cash Position  
March 31, 2022  
Updated as of June 14, 2022

	General Fund	Debt Service Fund	Fee Operations Fund	Capital Projects Fund	Total Funds
<b><u>First Bank - Checking</u></b>					
Balance as of 03/31/22	\$ 292,340.50	\$ -	\$ -	\$ -	\$ 292,340.50
Subsequent activities:					
4/06/2022 Vouchers Payable (1240-1242)	(18,076.10)	-	-	-	(18,076.10)
4/13/2022 Transfer to CIT Bank	(279,408.00)	-	-	-	(279,408.00)
4/20/2022 Transfer from CSAFE	15,000.00	-	-	-	15,000.00
4/27/2022 Transfer from CSAFE	27,000.00	-	-	-	27,000.00
5/26/2022 Transfer from CSAFE	65,000.00	-	-	-	65,000.00
6/2/2022 Transfer from CSAFE	324,689.00	-	-	-	324,689.00
6/3/2022 Transfer to CIT Bank	(324,689.00)	-	-	-	(324,689.00)
<i>Anticipated activities:</i>					
<i>Anticipated vouchers payable</i>	(83,814.96)	-	-	-	(83,814.96)
<b><i>Anticipated Balance</i></b>	<b><i>\$ 18,041.44</i></b>	<b><i>\$ -</i></b>	<b><i>\$ -</i></b>	<b><i>\$ -</i></b>	<b><i>\$ 18,041.44</i></b>
<b><u>CSAFE</u></b>					
Balance as of 03/31/22	\$ 493,372.48	\$ -	\$ -	\$ -	\$ 493,372.48
Subsequent activities:					
4/10/2022 Property/SO tax	47,544.76	70,366.18	-	-	117,910.94
4/20/2022 Pledged Revenue Transfer	-	(70,366.18)	-	-	(70,366.18)
4/20/2022 Transfer to 1st Bank	(15,000.00)	-	-	-	(15,000.00)
4/27/2022 Transfer to 1st Bank	(27,000.00)	-	-	-	(27,000.00)
4/30/2022 Interest Income	189.82	-	-	-	189.82
5/10/2022 Property/SO tax	73,292.09	108,472.23	-	-	181,764.32
5/16/2022 Pledged Revenue Transfer	-	(108,472.23)	-	-	(108,472.23)
5/26/2022 Transfer to 1st Bank	(65,000.00)	-	-	-	(65,000.00)
6/2/2022 Transfer to 1st Bank	(324,689.00)	-	-	-	(324,689.00)
6/10/2022 Property/SO tax	98,787.36	146,205.19	-	-	244,992.55
<i>Anticipated activities:</i>					
<i>Anticipated transfer to 2021 Bond Fund</i>	-	(146,205.19)	-	-	(146,205.19)
<b><i>Anticipated Balance</i></b>	<b><i>\$ 281,497.51</i></b>	<b><i>\$ -</i></b>	<b><i>\$ -</i></b>	<b><i>\$ -</i></b>	<b><i>\$ 281,497.51</i></b>
<b><u>CCMC - Total Cash</u></b>					
Balance as of 03/31/22	\$ -	\$ -	\$ 102,517.06	\$ -	\$ 102,517.06
Subsequent activities:					
4/13/2022 Transfer from First Bank	-	-	279,408.00	-	279,408.00
6/3/2022 Transfer from First Bank	-	-	324,689.00	-	324,689.00
<b><i>Anticipated Balance</i></b>	<b><i>\$ -</i></b>	<b><i>\$ -</i></b>	<b><i>\$ 706,614.06</i></b>	<b><i>\$ -</i></b>	<b><i>\$ 706,614.06</i></b>
<b><u>UMB - 2021 Bond Fund</u></b>					
Balance as of 03/31/22	\$ -	\$ 1,175,820.77	\$ -	\$ -	\$ 1,175,820.77
Subsequent activities:					
4/20/2022 Pledged Revenue Transfer	-	70,366.18	-	-	70,366.18
4/30/2022 Interest Income	-	38.29	-	-	38.29
5/16/2022 Pledged Revenue Transfer	-	108,472.23	-	-	108,472.23
5/31/2022 Interest Income	-	283.58	-	-	283.58
6/1/2022 Debt Service Payment	-	(888,925.00)	-	-	(888,925.00)
<i>Anticipated activities:</i>					
<i>Anticipated transfer from CSAFE</i>	-	146,205.19	-	-	146,205.19
<b><i>Anticipated Balance</i></b>	<b><i>\$ -</i></b>	<b><i>\$ 612,261.24</i></b>	<b><i>\$ -</i></b>	<b><i>\$ -</i></b>	<b><i>\$ 612,261.24</i></b>
<b><u>UMB - 2021 Project Fund</u></b>					
Balance as of 03/31/22	\$ -	\$ -	\$ -	\$ 7,382,840.07	\$ 7,382,840.07
Subsequent activities:					
4/30/2022 Interest Income	-	-	-	843.76	843.76
5/31/2022 Interest Income	-	-	-	1,756.48	1,756.48
<b><i>Anticipated Balance</i></b>	<b><i>\$ -</i></b>	<b><i>\$ -</i></b>	<b><i>\$ -</i></b>	<b><i>\$ 7,385,440.31</i></b>	<b><i>\$ 7,385,440.31</i></b>
<b><i>Anticipated Balances</i></b>	<b><i>\$ 299,538.95</i></b>	<b><i>\$ 612,261.24</i></b>	<b><i>\$ 706,614.06</i></b>	<b><i>\$ 7,385,440.31</i></b>	<b><i>\$ 9,003,854.56</i></b>

Yield information (as of 05/31/22):

CSAFE - 0.79%

UMB invested in Golman Sachs Govt Fund - 0.65%

**LEYDEN ROCK METROPOLITAN DISTRICT**  
**Property Taxes Reconciliation**  
**2022**

	Current Year						Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 19,777.54	\$ -	\$ 23,656.51	\$ -	\$ (296.66)	\$ 43,137.39	0.53%	0.53%	\$ 75,633.62	1.58%	1.58%
February	1,690,971.13	-	20,972.79	-	(25,364.57)	1,686,579.35	45.35%	45.88%	402,898.43	10.87%	12.45%
March	97,484.40	(476.80)	22,337.11	21.67	(1,455.44)	117,910.94	2.60%	48.48%	1,292,180.21	36.28%	48.73%
April	164,987.02	-	19,217.07	35.57	(2,475.34)	181,764.32	4.43%	52.91%	212,946.97	5.47%	54.20%
May	227,246.71	-	21,000.08	156.81	(3,411.05)	244,992.55	6.09%	59.00%	305,688.22	8.17%	62.36%
June	-	-	-	-	-	-	0.00%	59.00%	1,282,679.37	36.70%	99.06%
July	-	-	-	-	-	-	0.00%	59.00%	60,724.23	0.41%	99.47%
August	-	-	-	-	-	-	0.00%	59.00%	30,941.70	0.15%	99.62%
September	-	-	-	-	-	-	0.00%	59.00%	31,798.01	0.17%	99.79%
October	-	-	-	-	-	-	0.00%	59.00%	23,717.37	0.00%	99.79%
November	-	-	-	-	-	-	0.00%	59.00%	29,364.86	0.15%	99.95%
December	-	-	-	-	-	-	0.00%	59.00%	16,925.31	0.00%	99.95%
	<b>\$ 2,200,466.80</b>	<b>\$ (476.80)</b>	<b>\$ 107,183.56</b>	<b>\$ 214.05</b>	<b>\$ (33,003.06)</b>	<b>\$ 2,274,384.55</b>	<b>59.00%</b>	<b>59.00%</b>	<b>\$ 3,765,498.30</b>	<b>99.95%</b>	<b>99.95%</b>

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

General Fund	25.000	\$ 1,503,431.00	40.32%	\$ 887,092.95	59.00%
Debt Service Fund	37.000	2,225,077.00	59.68%	1,312,897.05	59.00%
	<b>62.000</b>	<b>\$ 3,728,508.00</b>	<b>100.00%</b>	<b>\$ 2,199,990.00</b>	<b>59.00%</b>

**Specific Ownership Tax**

General Fund	\$ 105,240.00	40.32%	\$ 43,219.21	41.07%
Debt Service Fund	155,755.00	59.68%	63,964.35	41.07%
	<b>\$ 260,995.00</b>	<b>100.00%</b>	<b>\$ 107,183.56</b>	<b>41.07%</b>

**Treasurer's Fees**

General Fund	\$ 22,551.00	40.32%	\$ 13,307.56	59.01%
Debt Service Fund	33,376.00	59.68%	19,695.50	59.01%
	<b>\$ 55,927.00</b>	<b>100.00%</b>	<b>\$ 33,003.06</b>	<b>59.01%</b>



**CliftonLarsonAllen LLP**  
8390 East Crescent Pkwy., Suite 300  
Greenwood Village, CO 80111  
phone 303-779-5710 fax 303-779-0348  
**CLAconnect.com**

February 21, 2022

Board of Directors  
LEYDEN ROCK MD  
8390 E. Crescent Pkwy., Ste. 300  
Greenwood Village, CO 80111

Dear Board of Directors:

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

**Scope of professional services**

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

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

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

**Board of director responsibilities**

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

**Responsibilities and limitations related to nonattest services**

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.



## **Fees and terms**

See the applicable SOW for the fees for the services.

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

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

## ***Other fees***

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

## ***Finance charges and collection expenses***

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

## **Limitation of remedies**

You agree that in no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

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

## **Time limitation**

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

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

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



CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See [nexia.com/member-firm-disclaimer](https://nexia.com/member-firm-disclaimer) for details.

- ACH/Wire – we will use this method as needed/as requested, with your approval.

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

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

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

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

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve non-recurring wires to external parties.
- Pre-approve for recurring wires, then board of directors will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

#### **Other provisions**

Except as expressly permitted by the "Consent" section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from



CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See [nexia.com/member-firm-disclaimer](http://nexia.com/member-firm-disclaimer) for details.

disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

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

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

Insurance:

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

- A. Workers’ Compensation Insurance.
- B. Commercial General Liability Insurance.
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability.
- E. Network Security (Cyber) Liability Insurance.
- F. Excess/Umbrella Liability Coverage.

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

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

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

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted



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by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

### **Annual Appropriation and Budget**

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

### **Governmental Immunity**

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

### **No Third-Party Beneficiaries**

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

### **Personal Identifying Information**

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

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

#### ***Consent to use financial information***

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

#### ***Technology***

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

#### ***Counterpart Execution***

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

#### ***Electronic Signatures***

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

#### ***MSA Modification***

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

#### ***Termination of MSA***

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

#### ***Agreement***

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings,



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negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

Sincerely,

**CliftonLarsonAllen LLP**

Gigi Pangindian, CPA  
Principal  
gigi.pangindian@claconnect.com



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**Response:**

This agreement correctly sets forth the understanding of LEYDEN ROCK MD.

APPROVED:

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Signature

---

Title

---

Date



**CliftonLarsonAllen LLP**  
8390 East Crescent Pkwy., Suite 300  
Greenwood Village, CO 80111  
phone 303-779-5710 fax 303-779-0348  
**CLAconnect.com**

## **Special Districts Preparation SOW**

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and LEYDEN ROCK MD (“you” and “your”) dated February 21, 2022. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

### **Scope of professional services**

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

### ***Ongoing normal accounting services:***

- Outsourced accounting activities
  - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
    - Cash receipts journal
    - Cash disbursements journal
    - General ledger
    - Accounts receivable journals and ledgers
    - Deposits with banks and financial institutions
    - Schedule of disbursements
    - Bank account reconciliations
    - Investment records
    - Detailed development fee records
  - Process accounts payable including the preparation and issuance of checks for approval by a designated individual
  - Prepare billings, record billings, enter cash receipts, and track revenues
  - Reconcile certain accounts regularly and prepare journal entries
  - Prepare depreciation schedules



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- Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.
- Prepare a schedule of cash position to manage the district’s cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district’s board of directors.
- Prepare the annual budget and assist with the filing of the annual budget – additional information is provided below.
- Assist the district’s board of directors in monitoring actual expenditures against appropriation/budget.
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district’s auditors.
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.
- Review claims for reimbursement from related parties prior to the board of directors’ review and approval.
- Read supporting documentation related to the district’s acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy district policies, procedures, and agreements’ requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.
- Attend board meetings as requested.
- Be available during the year to consult with you on any accounting matters related to the district.
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors.
- Develop and track key business metrics as requested and review periodically with the board of directors.
- Document accounting processes and procedures
- Continue process and procedure improvement implementation

- Report and manage cash flows
- Assist with bank communications.
- Perform other nonattest services.

### **Compilation services**

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

### **Preparation services – financial statements**

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

### **Preparation services - annual**

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

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

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

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

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

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

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



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## Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a. Prepare monthly/quarterly/as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b. As requested, apply accounting and financial reporting expertise to assist you in the presentation of your monthly/quarterly/as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c. Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d. Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.
- e. If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f. If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

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

## Engagement procedures and limitations

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

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the



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Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

### **Our report**

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

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

### **No assurance statements**

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

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

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

### **Management responsibilities**

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

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

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from



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Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

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

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

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



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

### **Fees, time estimates, and terms**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$425
Chief Financial Officer	\$200 - \$385
Controller	\$180 - \$250
Senior	\$140 - \$180
Staff	\$ 80 - \$150
Administrative support	\$ 80 - \$120

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

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

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

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute



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information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

### **Municipal advisors**

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

### **Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)**

#### ***Unlawful employees, contractors, and subcontractors***

We shall not knowingly employ or contract with a worker without authorization to perform work under this contract. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contract. [CRS 8-17.5-102(2)(a)(I) and (II)]

#### ***Verification regarding workers without authorization***

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ and contract workers without authorization.

#### ***Limitation regarding E-Verify Program and the Department Program***

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

#### ***Duty to terminate a subcontractor and exceptions***

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a worker without authorization, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)]

***Duty to comply with state investigation***

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

**Agreement**

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

Sincerely,

**CliftonLarsonAllen LLP**

Gigi Pangindian, CPA  
Principal  
gigi.pangindian@claconnect.com



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APPROVED:

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Signature

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Title

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Date



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**CliftonLarsonAllen LLP**  
8390 East Crescent Pkwy., Suite 300  
Greenwood Village, CO 80111  
phone 303-779-5710 fax 303-779-0348  
**CLAconnect.com**

## **Payroll Services SOW LEYDEN ROCK MD**

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and LEYDEN ROCK MD (“you” and “your”) dated February 21, 2022. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

### **Scope of payroll preparation services**

We will provide the following payroll preparation services from information you provide:

- For each pay period:
  - Perform payroll calculations
  - Prepare payroll checks or pay-stubs in the case of direct deposit of employee net pay
  - Initiate electronic transfer of funds for employee net pay and payroll tax deposit liabilities
  - Processing retirement plan contribution payments
  - Preparation of retirement plan and other census information
- Prepare the following government forms annually for each calendar year-end (may be filed electronically):
  - All copies of required forms W-2 and W-3
  - Form 940 – Employers Annual Federal Unemployment Tax Return, if applicable
  - Form 943 – Employers Annual Tax Return for Agricultural Employees
  - All necessary state forms, if applicable
- If applicable, prepare the following government reporting forms for each calendar quarter-end (may be filed electronically):
  - Form 941 – Employers Quarterly Tax Return
  - State Employers Quarterly Withholding Return
  - State Employers Quarterly Unemployment Tax Return (SUTA)
  - Initiate electronic funds transfer for quarterly Federal Unemployment Tax (FUTA) liability

- Cash access services related to payroll services
  - Obtain one or more signature stamps bearing the name(s) and facsimile signature(s) of any of your officer(s) who are responsible for signing checks and bank drafts on your behalf.
  - Obtain access to electronic signatures or signatures embedded into cloud-based software for the purpose of drafting payments on your behalf.
  - Prepare checks to be drawn upon your bank account(s) and to use the above noted methods to thereby finally approve such checks for payment by the corresponding bank(s).
  - Initiate the direct deposit of employee net pay from funds drawn upon your bank account(s).
- The following services would impair independence
  - Accept responsibility to authorize payment of client funds, electronically or otherwise, except as specifically provided for with respect to electronic payroll tax payments.
  - Accept responsibility to sign or cosign client checks, even if only in emergency situations.
  - Maintain a client's bank account or otherwise have custody of a client's funds or make credit for banking decisions for the client.

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

We will prepare the entity's federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible.

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

Our payroll preparation services will include electronically transmitting information to taxing authorities and your financial institution to facilitate the electronic transfer of funds. Authorizations for us to provide these services will be made in separate communications.

Our payroll preparation services will include transmitting federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf. Authorizations for us to provide these services will be made in separate communications.

## **Your responsibilities**

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and returns. We will have no obligations with regard to a particular payroll or withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us. All necessary information should be provided to us within two days of the close of each payroll period or no later than two days prior to your payroll check date. A list of information we will require and the dates required will be provided in a separate communication.

For all nonattest services we may provide to you, including these payroll services, management agrees to assume all management responsibilities; oversee the services; by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls.
- Careful review of paychecks or pay-stubs, and payroll journals for each periodic payroll.
- Accuracy of information used in the preparation and filing of all government forms.
- Review and pre-approval of each electronic funds transfer initiated on your behalf for employee net pay amounts, payroll tax and withholding liabilities, and related benefit amounts.

You are responsible to carefully review the paper returns that we prepare on your behalf before signing and submitting them to tax authorities. You are responsible to review the paper copies of payroll forms and tax returns that were filed electronically on your behalf. We will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

You are also responsible for the payment of payroll tax and withholding liabilities. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasury Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at [www.eftps.gov](http://www.eftps.gov), or call 800-555-4477 for an enrollment form. Individual states have similar programs that allow you to monitor your account. A list of links by state is provided online at <http://www.americanpayroll.org/weblink/statelocal-wider/>.

## **Your responsibilities relevant to CLA's access to your cash**

Someone with management authority is responsible for the processes below. All approvals listed must be documented in writing, either electronically or manually:

- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all payroll runs prior to cash being committed.

## **Fees**

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Other than annual adjustments reflecting inflation, our professional fees will not fluctuate unless there is a significant change in the number of employees, taxing jurisdictions, or in the services you wish for us to provide. If such changes should occur, we will discuss any fee adjustments with you prior to making any changes to your billing. Lastly, any additional forms that you would like us to complete will be charged at an hourly fee.

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

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

## **Tax examinations**

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

## **Record retention**

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

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

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

### **Tax consulting services**

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

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

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

### **Communications and confidentiality**

CLA will hold the information supplied by the entity to us in confidence and CLA will not disclose it to any other person or party, unless the entity authorizes us to do so, it is published or released by the entity, or it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

**Consent to send you publications and other materials**

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes the entity name and address as well as the business and financial information you provided to us.

By signing and dating this SOW, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice. If you do not wish to authorize such use, please strike out this paragraph prior to signing the SOW.

**Legal compliance**

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

**Agreement**

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

Sincerely,

**CliftonLarsonAllen LLP**

Gigi Pangindian, CPA  
Principal  
gigi.pangindian@claconnect.com

**Response:**

This letter correctly sets forth the understanding of LEYDEN ROCK MD.

APPROVED:

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Signature

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Title

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Date



# Leyden Rock Metropolitan District

c/o CCMC  
17685 West 83<sup>rd</sup> Drive  
Arvada, CO 80002  
303-390-1222  
303-390-1220 (fax)

## Block Kit Rental Agreement

This Block Kit 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”).

1. Rental of Block Kit. The District agrees to rent the following items to the Rental Party pursuant to the terms of this agreement:

- a. 2 pop up tents
- b. 1 cooler
- c. 2 6ft tables
- d. 12 folding chairs
- e. 2 trash cans – trash bags
- f. 10 orange street cones
- g. Yard Pong Game
- h. Yard Jenga Game
- i. Ladder Toss Game (collectively, the “Block Kit”).

It is acknowledged that the Rental Party’s right to use the Block Kit 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 rent a Block Kit.

2. Rental Rates.

	Deposit	Rental Rate per Hour	Restrictions
Resident of the District	\$150	\$0	None.
Non-Resident of the District	\$150	\$0	None.

3. City of Arvada Block Party Permits. If you plan to close your street or hold your event in a public park, you will be required to complete a [Block Party Permit](#) application at least two weeks in advance of your scheduled event. If your event will be held on private property, you do NOT need to fill out a permit application.

4. Alcohol. No one can consume or serve alcohol in the public street or right-of-way or in a public park. Consumption of alcohol must be on private property.

5. 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.

6. Damage/Security Deposit. The Rental Party agrees that if, in the sole judgment of District staff, the District must incur costs to restore the Block Kit 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, 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.

7. Compliance with Laws. 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.

8. 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.

9. 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 Block Kit, 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 of the Block Kit. 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.

10. 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.

11. 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.

12. 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.

13. Counterpart Execution. This Rental Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

**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 BLOCK KIT 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:

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**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: \_\_\_\_\_**

After recording return to:  
White Bear Ankele Tanaka & Waldron  
2154 E. Commons Avenue, Suite 2000  
Centennial, CO 80122

## MAINTENANCE AND INDEMNITY AGREEMENT

This MAINTENANCE AND INDEMNITY AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”) by and between \_\_\_\_\_ (the “Owner”) and Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), as acknowledged by the Architectural Review Committee.

### RECITALS

- A. The District is named and referred to in the Covenants and Restrictions of Leyden Rock, recorded in the real property records of the Clerk and Recorder of Jefferson County, Colorado on March 29, 2012, at Reception Number 2012033713 (the “Covenants”) as the entity responsible for the appointment of the Architectural Review Committee thereunder, and for the enforcement of the same.
- B. The Owner is the owner of the property commonly known as:

\_\_\_\_\_  
\_\_\_\_\_  
[INSERT STREET ADDRESS]

and legally described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
[INSERT LEGAL DESCRIPTION]

(the “Property”)

- C. The Property is subject to the Covenants.
- D. Pursuant to Article 2, Section 2.3.1 of the Covenants, no improvements may be constructed, erected, placed, altered, planted, applied, installed or modified upon the Property without the prior written approval of the Architectural Review Committee (the “ARC”) appointed by the District.

- E. The Property is abutted by a perimeter fence along the rear lot line of the Property (the “Fence”), which Fence is currently maintained by the District.
- F. The Owner desires to install a gate in the Fence to provide access from the Property to the adjacent open space area.
- G. The District and the ARC desire to allow the installation of a gate, subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Approval and Installation. The ARC hereby approves the installation of a gate in the Fence, in strict accordance with plans and specifications attached hereto as **Exhibit A** (“Gate”). The Owner shall be responsible, at his/her sole cost and expense, for the installation of the Gate. The installation of the Gate shall be done by a contractor approved by the ARC.
2. Grant of License/Purpose. The District hereby establishes and grants to the Owner a license over and upon the Fence for the purpose of installing the Gate in accordance with the plans and specifications attached hereto as Exhibit A. In the event the Owner wishes to remove, alter, modify, or otherwise change the Gate, the Owner shall first obtain the prior written approval of the Architectural Review Committee, as provided in the Covenants.
3. Maintenance and Costs. The Owner shall cause the Gate to be maintained in a good and workmanlike condition as determined in the sole discretion of the District, with the exception of staining of the exterior side of the Gate, which shall be performed by the District, at the District’s discretion and at the District’s expense. Except as to staining of the exterior side of the Gate, the Owner shall be responsible for all costs and expenses related to the installation, maintenance, use, upkeep and repair of the Gate without contribution from the District. Gate repairs shall be performed by a contractor approved by the District. The Owner shall also be responsible for any damage or loss, whether to person or property, including to the Fence, that results from the installation, maintenance, use, upkeep and/or repair of the Gate regardless of the cause of such damage or loss. In the event any Owner shall fail to perform the maintenance, upkeep and repair obligations set forth herein in a manner satisfactory to the District, the District may, if said failure continues for a thirty (30) day period after written notice to the Owner from the District, enter upon the Property subsequent to the expiration of said thirty (30) day time period to

perform any or all of such maintenance, upkeep and/or repair. The cost of such maintenance, upkeep and/or repair shall be the personal obligation of the Owner, and the Owner shall reimburse the District for any costs incurred by the District for such maintenance, upkeep and/or repair within 30 days of notice to the Owner from the District of such costs.

4. Access to Open Space. The Property abuts open space owned and/or maintained by the City of Arvada. The Owner acknowledges that this Agreement does not grant any rights to the Owner in relation to the use of such open space. The Owner shall make no alterations, improvements or modifications to the open space, whether temporary or permanent, and shall in no way disturb, mar or otherwise damage the open space in relation to the Owner's installation, maintenance, use, upkeep and/or repair of the Gate. The Owner shall be solely responsible for any damage to the open space caused in any way by the Owner's installation, maintenance, use, upkeep and/or maintenance of the Gate.
5. Indemnification and Release. The Owner shall indemnify and hold harmless the District and the Architectural Review Committee and their officers, directors, managers, members, successors and assigns from any and all liability, costs, expenses, loss, damage (including reasonable attorney fees), manner of action, inactions, cause and causes of action, suits, controversies, claims and demands or claim of loss whatsoever, in law or equity, which results from, or is in any way related to, this Agreement and/or the installation, maintenance, use, upkeep and/or repair of the Gate. The Owner hereby forever discharges the District and the Architectural Review Committee and by these presents does, for the Owner and the Owner's successors and assigns, heirs, personal representatives, and agents, release and forever discharge the District and the ARC, and their officers, directors, managers, members, successors and assigns of and from any and all liability, costs, expenses, loss, damage (including reasonable attorney fees) manner of action, inactions, cause and causes of action, suits, controversies, claims and demands or claim and loss whatsoever, in law or equity, against the District and/or the Architectural Review Committee that the Owner ever had, now has, or which his/her successors and assigns may have, for, upon or by reason of, any matter, cause or things whatsoever, relating to this Agreement and/or the installation, maintenance, use, upkeep and/or repair of the Gate.
6. Enforceability. The invalidity or unenforceability of any particular provision of this Agreement shall not in any way affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in Jefferson County, Colorado.
8. Remedies. In the event of a default under this Agreement, the remedies available to the non-defaulting party shall include all those remedies provided for in the Covenants and/or Colorado law, together with specific performance, damages or both, including reasonable attorney fees. Any amount due to the District but unpaid shall be a continuing lien upon the Property. The license granted herein shall, at the option of the District, terminate upon the earlier of (i) the Owner's breach of this Agreement; or (ii) the Owner's abandonment of the rights granted to him/her pursuant to this Agreement. Upon termination and at the request of the District, the Owner shall remove the Gate and restore the Fence to a condition consistent with that existing at the time of the execution of this Agreement, and to the satisfaction of the District.
9. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.
10. Amendment/Term. The provisions of this Agreement may be modified, rescinded, terminated or amended in whole or in part only by the parties hereto by a written instrument signed by both parties.
11. Recording, Successor/Assigns. The District shall record this Agreement in the real property records of Jefferson County, Colorado. This Agreement and the Owner's obligations hereunder shall be a covenant running with the Property and shall be binding upon the parties, and their successors and assigns, including any subsequent owners of the Property and/or any persons or entities to whom the District may assign any of its rights or obligations under the Covenants or otherwise. The Owner hereby agrees to disclose the existence of this Agreement to any prospective purchaser of the Property and, at the District's request, to require any subsequent purchaser of the Property to execute a similar maintenance and indemnity agreement with the Developer as a condition of any conveyance of the Property.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OWNER(S):

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

DISTRICT:  
Leyden Rock Metropolitan District

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

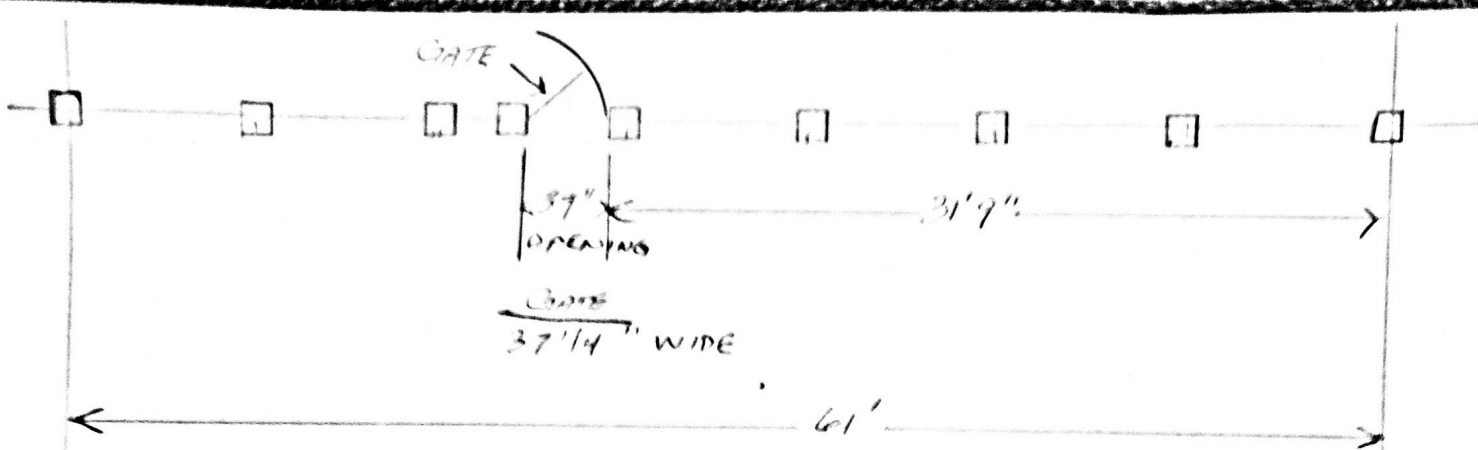
ARCHITECTURAL REVIEW COMMITTEE:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_



**EXHIBIT A**

**GATE PLANS AND SPECIFICATIONS**



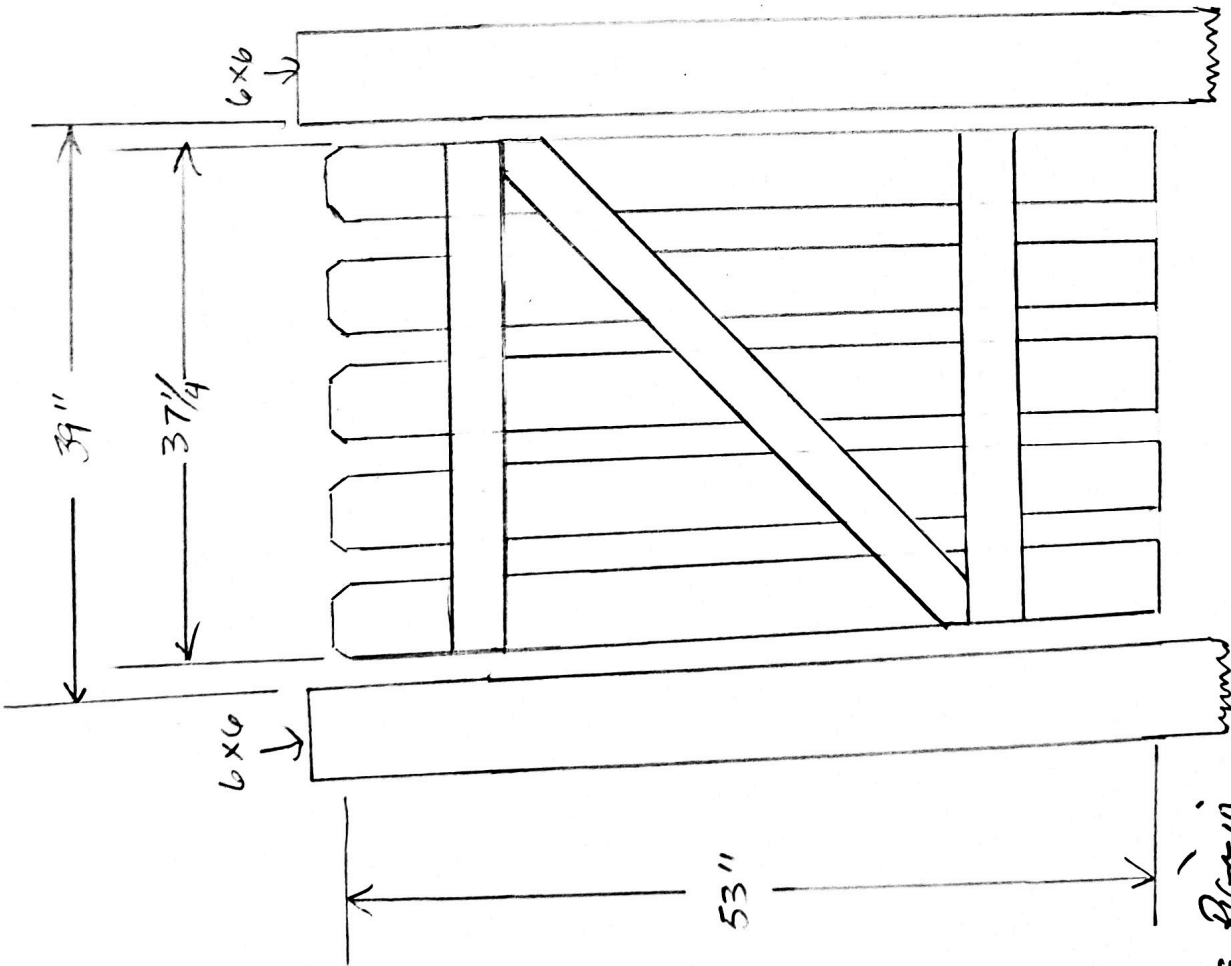
COVERED DECK

18852 W 84TH AVE  
ARVADA CO, 80007

FENCE LINE N

GATE  
 53" TALL  
POSTS  
 6" X 6"  
SLATS  
 6" WIDE

- ALL MATERIALS  
 USED WILL BE THE  
 SAME AS EXISTING FENCE.



JOE & RENEE FIGGIO  
 18852 W 84TH AVE  
 ARVADA CO, 80007

RIGHT HAND OPEN  
 OUT

GATE WILL BE LOCKED



17685 W. 83<sup>rd</sup> Dr. • Arvada, CO 80007 • 303-423-0270

**ARCHITECTURAL REVIEW FORM**

Please contact Christina Barkley at [cbarkley@ccmcnet.com](mailto:cbarkley@ccmcnet.com) with questions and to submit your request. Be sure to include a plot plan or detailed drawing showing the proposed location of your project(s) and photos of materials.

Homeowner(s): JOE & Renee Riggio Phone: (720) 360-5495  
Address: 18852 W 84<sup>TH</sup> AVE Email: jvriggio@gmail

Requesting Approval for the Following:

- Initial Landscape (must be completed within 180 days of closing)
- Fence
- Paint
- Solar Devices
- Deck/Patio
- Storage Shed
- Exterior Lighting
- Driveway/Sidewalk
- Pool/Spa
- Other/Notes (specify below)
- Landscape Modification
- Roof/Windows/Door(s)
- Play Set/Play Structure

Enter project description here: WE WOULD LIKE TO ADD A GATE TO BACK FENCE TO GAIN ACCESS TO BACK OF PROPERTY TO BE ABLE TO PICK UP TRASH AND KEEP WEEDS AND OVER GROWTH DOWN. ALL MATERIALS WILL MATCH EXISTING FENCE LINE

Please review and acknowledge the following:

- I acknowledge I will not start work on this project until an approval letter has been received from the District.
- I acknowledge the reviewer has **45 days** to review and approve each application.
- I acknowledge an approval is valid for **1 year** from the date of approval.
- I acknowledge approval from the District does not alleviate me from meeting any building and safety requirements put in place by the City of Arvada. I have obtained all required building permits and permissions required by the City.
- I acknowledge I do not have the authority to give contractors permission to access my property via a neighboring property or District Open Space. I understand I am liable for all damages and repairs made to property outside of my own.
- For Garden Homes, Patio Homes and Patio Villas only:* I acknowledge I have obtained written permission from my HOA before submitting my application for final approval from the District.

**OWNER ACKNOWLEDGMENT:**

"AS THE OWNER OF THE PROPERTY LOCATED AT 18852 W 84<sup>TH</sup> I HEREBY ACKNOWLEDGE THAT IF ANY WORK HAS COMMENCED PRIOR TO THE APPROVAL OF THE REVIEWER, I WILL BE LIABLE FOR ALL COSTS NECESSARY TO BRING THE WORK INTO COMPLIANCE WITH THE DESIGN GUIDELINES. ADDITIONALLY, I ACKNOWLEDGE THAT ALL IMPROVEMENTS SHOWN WITHIN THE UTILITY EASEMENTS ARE PLACED AT MY SOLE RISK AND LIABILITY. I HEREBY ACKNOWLEDGE THAT ALL IMPROVEMENTS SHOWN SHALL BE INSTALLED AND MAINTAINED AS DEPICTED HEREON MODIFICATIONS TO THESE IMPROVEMENTS IN THE FUTURE WILL NOT BE MADE UNTIL AN ARC APPROVAL IS SOUGHT AND EITHER WAIVED OR GRANTED."

Owner Signature: [Signature] Date 4/14/2022

After recording return to:  
White Bear Ankele Tanaka & Waldron  
2154 E. Commons Avenue, Suite 2000  
Centennial, CO 80122

## **GATE MAINTENANCE AND INDEMNITY AGREEMENT**

This GATE MAINTENANCE AND INDEMNITY AGREEMENT (the “Agreement”) is made and entered into this 22th day of June, 2022 (the “Effective Date”) by and between Joseph V. Riggio Jr. and Renee M. Riggio (collectively, the “Owner”) and Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), as acknowledged by the Architectural Review Committee.

### **RECITALS**

- A. The District is named and referred to in the Covenants and Restrictions of Leyden Rock, recorded in the real property records of the Clerk and Recorder of Jefferson County, Colorado on March 29, 2012, at Reception Number 2012033713 (the “Covenants”) as the entity responsible for the appointment of the Architectural Review Committee thereunder, and for the enforcement of the same.
- B. The Owner is the owner of the property commonly known as: **18852 W. 84<sup>th</sup> Avenue, Arvada, CO** and legally described as follows: **Lot 105, Block 1, Leyden Rock Subdivision Filing No. 5, City of Arvada, County of Jefferson, State of Colorado** (the “Property”).
- C. The Property is subject to the Covenants.
- D. Pursuant to Article 2, Section 2.3.1 of the Covenants, no improvements may be constructed, erected, placed, altered, planted, applied, installed or modified upon the Property without the prior written approval of the Architectural Review Committee (the “ARC”) appointed by the District.
- E. The Property is abutted by a perimeter fence along the rear lot line of the Property (the “Fence”), which Fence is currently maintained by the District.
- F. The Owner desires to install a gate in the Fence to provide access from the Property to the adjacent open space area.
- G. The District and the ARC desire to allow the installation of a gate, subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Approval and Installation. The ARC hereby approves the installation of a gate in the Fence, in strict accordance with plans and specifications attached hereto as **Exhibit A** (“Gate”). The Owner shall be responsible, at his sole cost and expense, for the installation of the Gate. The installation of the Gate shall be done by a contractor approved by the ARC.
2. Grant of License/Purpose. The District hereby establishes and grants to the Owner a license over and upon the Fence for the purpose of installing the Gate in accordance with the plans and specifications attached hereto as **Exhibit A**. In the event the Owner wishes to remove, alter, modify, or otherwise change the Gate, the Owner shall first obtain the prior written approval of the ARC, as provided in the Covenants.
3. Maintenance and Costs. The Owner shall cause the Gate to be maintained in a good and workmanlike condition as determined in the sole discretion of the District, with the exception of staining of the exterior side of the Gate, which shall be performed by the District, at the District’s discretion and at the District’s expense. Except as to staining of the exterior side of the Gate, the Owner shall be responsible for all costs and expenses related to the installation, maintenance, use, upkeep and repair of the Gate without contribution from the District. Gate repairs shall be performed by a contractor approved by the District. The Owner shall also be responsible for any damage or loss, whether to person or property, including to the Fence, that results from the installation, maintenance, use, upkeep and/or repair of the Gate regardless of the cause of such damage or loss. In the event any Owner shall fail to perform the maintenance, upkeep and repair obligations set forth herein in a manner satisfactory to the District, the District may, if said failure continues for a thirty (30) day period after written notice to the Owner from the District, enter upon the Property subsequent to the expiration of said thirty (30) day time period to perform any or all of such maintenance, upkeep and/or repair. The cost of such maintenance, upkeep and/or repair shall be the personal obligation of the Owner, and the Owner shall reimburse the District for any costs incurred by the District for such maintenance, upkeep and/or repair within 30 days of notice to the Owner from the District of such costs.
4. Access to Open Space. The Property abuts open space owned and/or maintained by the District. The Owner acknowledges that this Agreement does not grant any rights to the Owner in relation to the use of such open space. The Owner shall make no alterations, improvements or modifications to the open space, whether temporary or permanent, and

shall in no way disturb, mar or otherwise damage the open space in relation to the Owner's installation, maintenance, use, upkeep and/or repair of the Gate. The Owner shall be solely responsible for any damage to the open space caused in any way by the Owner's installation, maintenance, use, upkeep and/or maintenance of the Gate.

5. Indemnification and Release. The Owner shall indemnify and hold harmless the District and the ARC and their officers, directors, managers, members, successors and assigns from any and all liability, costs, expenses, loss, damage (including reasonable attorney fees), manner of action, inactions, cause and causes of action, suits, controversies, claims and demands or claim of loss whatsoever, in law or equity, which results from, or is in any way related to, this Agreement and/or the installation, maintenance, use, upkeep and/or repair of the Gate. The Owner hereby forever discharges the District and the ARC and by these presents does, for the Owner and the Owner's successors and assigns, heirs, personal representatives, and agents, release and forever discharge the District and the ARC, and their officers, directors, managers, members, successors and assigns of and from any and all liability, costs, expenses, loss, damage (including reasonable attorney fees) manner of action, inactions, cause and causes of action, suits, controversies, claims and demands or claim and loss whatsoever, in law or equity, against the District and/or the ARC that the Owner ever had, now has, or which his/her successors and assigns may have, for, upon or by reason of, any matter, cause or things whatsoever, relating to this Agreement and/or the installation, maintenance, use, upkeep and/or repair of the Gate.
6. Enforceability. The invalidity or unenforceability of any particular provision of this Agreement shall not in any way affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in Jefferson County, Colorado.
8. Remedies. In the event of a default under this Agreement, the remedies available to the non-defaulting party shall include all those remedies provided for in the Covenants and/or Colorado law, together with specific performance, damages or both, including reasonable attorney fees. Any amount due to the District but unpaid shall be a continuing lien upon the Property. The license granted herein shall, at the option of the District, terminate upon the earlier of (i) the Owner's breach of this Agreement; or (ii) the Owner's abandonment of the rights granted to him/her pursuant to this Agreement. Upon termination and at the request of the District, the Owner shall remove the Gate and restore the Fence to a condition consistent with that existing at the time of the execution of this Agreement, and to the satisfaction of the District.



9. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.
10. Amendment/Term. The provisions of this Agreement may be modified, rescinded, terminated or amended in whole or in part only by the parties hereto by a written instrument signed by both parties.
11. Recording, Successor/Assigns. The District shall record this Agreement in the real property records of Jefferson County, Colorado. This Agreement and the Owner's obligations hereunder shall be a covenant running with the Property and shall be binding upon the parties, and their successors and assigns, including any subsequent owners of the Property and/or any persons or entities to whom the District may assign any of its rights or obligations under the Covenants or otherwise. The Owner hereby agrees to disclose the existence of this Agreement to any prospective purchaser of the Property and, at the District's request, to require any subsequent purchaser of the Property to execute a similar maintenance and indemnity agreement with the Developer as a condition of any conveyance of the Property.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OWNER:

By: JOSEPH V RIGGIO  
JOSEPH V RIGGIO (Jun 21, 2022 14:12 MDT)  
Printed Name: Joseph V Riggio

OWNER:

By: Renee Riggio  
Renee Riggio (Jun 22, 2022 09:46 MDT)  
Printed Name: Renee Riggio

DISTRICT:

Leyden Rock Metropolitan District

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

ARCHITECTURAL REVIEW COMMITTEE:

By: Katie Call  
Its: Operations Coordinator  
Printed Name: Katie Call

**EXHIBIT A**

**GATE PLANS AND SPECIFICATIONS**

GATE

37" OPENING

31'9"

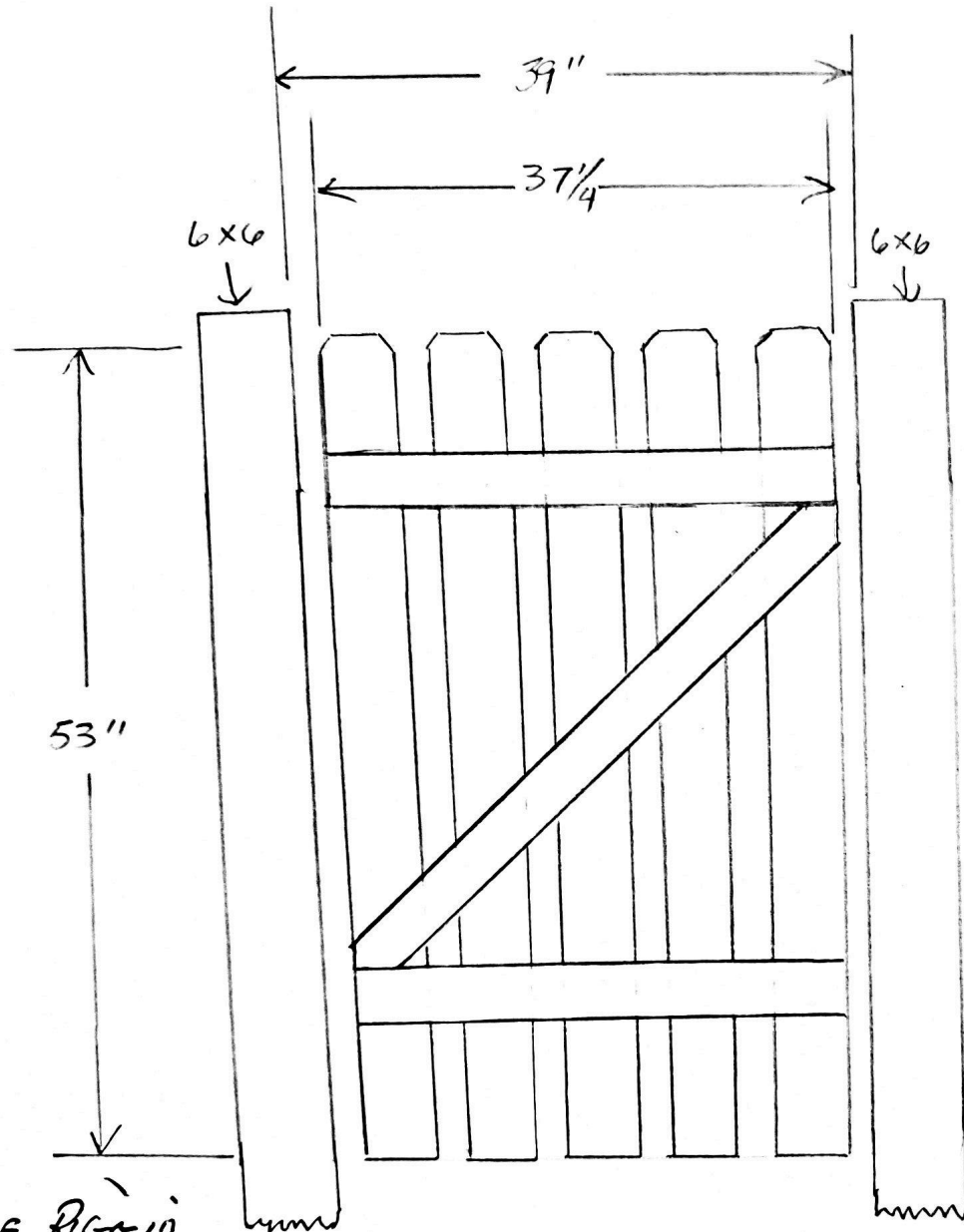
37'14" WIDE

61'

COVERED DECK

FRONT LINE N

18852 W 84TH AVE  
ARVADA CO, 80007



GATE  
 53" TALL  
  
POSTS  
 6x6"  
  
SLATS  
 6" WIDE

- ALL MATERIALS  
 USED WILL BE THE  
 SAME AS EXISTING FENCE.

JOE & RENEE RIGGIO  
 18852 W 84TH AVE  
 ARVADA CO, 80007

RIGHT HAND OPEN  
 OUT

GATE WILL BE LOCKED

**INDEPENDENT CONTRACTOR AGREEMENT  
CLUBHOUSE CLEANING SERVICES**

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 22<sup>nd</sup> day of June, 2022, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and THE HELPING HAND, LTD., a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

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

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

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

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

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

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

**TERMS AND CONDITIONS**

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

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

2. TERM/RENEWAL. This Agreement shall be effective as of January 1, 2022 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) midnight on December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

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

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

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

## 7. COMPENSATION AND INVOICES.

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



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

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

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

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance,

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

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

The Contractor hereby states that it does not knowingly employ or contract with a worker without authorization and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any a workers without authorization. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with a worker without authorization, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

#### 11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

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

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

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

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting



Email: [thehelpinghand.ld@gmail.com](mailto:thehelpinghand.ld@gmail.com)

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act



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

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

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

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

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is

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

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow].*

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

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

---

Officer of the District

ATTEST:

---

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Clubhouse Cleaning  
Services with The Helping Hand, Ltd., dated June 22, 2022*



## EXHIBIT A

### SCOPE OF SERVICES/COMPENSATION SCHEDULE

<b>Leyden Rock Janitorial Services</b>								
<u>Scope:</u> - 2x's week year round for clubhouse cleaning - 7 x's week pool restrooms, grill, trash removal with no tables/chairs (May-September)								
Month	# of Cleanings for Clubhouse	Base Cost for Clubhouse	# of cleaning for pool area	Base Cost for Pool Season	Additional Cost for Pool Restrooms, Grill Area, Deck Trash (cost per cleaning \$70)	Deep Cleaning prior to pool (May 27, 2022)	Disinfection Service after Each Club House Event (Base Cost per event-Max 3 events per day)	Month Total
Jan-22	9	\$200.00			\$0.00		\$45.00	\$1,800.00
Feb-22	8	\$200.00			\$0.00		\$45.00	\$1,600.00
Mar-22	8	\$200.00			\$0.00		\$45.00	\$1,600.00
Apr-22	9	\$200.00			\$0.00		\$45.00	\$1,800.00
May-22	9	\$200.00	5	\$65.00	\$325.00	\$100.00	\$45.00	\$2,225.00
Jun-22	8	\$200.00	30	\$65.00	\$1,950.00		\$45.00	\$3,550.00
Jul-22	9	\$200.00	31	\$65.00	\$2,015.00		\$45.00	\$3,815.00
Aug-22	9	\$200.00	31	\$65.00	\$2,015.00		\$45.00	\$3,815.00
Sep-22	9	\$200.00	5	\$65.00	\$325.00		\$45.00	\$2,125.00
Oct-22	9	\$200.00			\$0.00		\$45.00	\$1,800.00
Nov-22	8	\$200.00			\$0.00		\$45.00	\$1,600.00
Dec-22	9	\$200.00			\$0.00		\$45.00	\$1,800.00
<b>TOTALS</b>		<b>\$2,400.00</b>			<b>\$6,630.00</b>			<b>\$27,530.00</b>

Fall/Winter/Spring Schedule: Monday & Friday's from January-Memorial Day/September 5th-Dec 31st

POOL SEASON: Monday, Wednesday and Friday from Memorial Day until Labor Day week

POOL SEASON: Memorial Day Weekend (5/29/2022) until Labor Day week (9/5/2022) (7 days a week due to Covid-19)

**EXHIBIT B-1**

CONTRACTOR'S COMPLETED W-9

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.



**EXHIBIT C-1**

**CERTIFICATE(S) OF INSURANCE**

## LICENSE AGREEMENT

This **LICENSE AGREEMENT** (the “**Agreement**”), is made and entered into this 22<sup>nd</sup> day of June, 2022 by and between **LEYDEN ROCK METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**” or “**Licensor**”), and **ALLIED WASTE SYSTEMS OF COLORADO, LLC**, a Colorado limited liability company (the “**Allied**” or “**Licensee**”). The Licensor and Licensee may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

### RECITALS

WHEREAS, the District owns certain real property within the corporate boundaries on the City of Arvada, Jefferson County, Colorado as described in **Exhibit A**, attached hereto and incorporated herein (the “**Property**”); and

WHEREAS, Allied owns real property located adjacent to the Property upon which Allied operates a solid waste landfill; and

WHEREAS, Allied desires access to the Property for the purpose of making certain improvements to the Property as set forth herein; and

WHEREAS, the District desires to provide Licensee with access to the Property in accordance with this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises herein contained and of the grants herein provided, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### TERMS AND CONDITIONS

1. LICENSE. The District hereby grants to Allied, their employees, representatives, contractors, subcontractors, permittees, licensees, agents, and invitees a license (“**License**”) in, to, upon, within, through, over, under and across the Property to perform the work and make certain improvements as set forth in **Exhibit B**, attached hereto and incorporated herein (the “**Work**”), subject to all of the terms and conditions contained in this Agreement. This License does not convey an interest in real property.

2. ALTERATIONS OR ADDITIONS AND RESTORATION. Allied covenants and agree not to make or permit to be made any alterations in, additions to, or use of the Property beyond the Work described in this Agreement, without the prior written consent of the District. Upon the completion of the Work, Allied shall restore or cause to be restored the Property to its original condition and repair any damage resulting from such entry to the reasonable satisfaction of the District. If restoration is not completed within the time specified by the District, the District, at its election, may perform such restoration at the Allied’s expense. This restoration and reimbursement obligation shall survive termination or expiration of this Agreement.

3. RESERVATION OF RIGHTS. The District shall retain the full use and enjoyment of the Property to the extent not inconsistent with this Agreement. Allied shall make reasonable efforts to minimize interference with the use and operation of any improvements owned by the District.

4. INSURANCE. Allied is to procure, or cause to be procured, and kept in force during the Agreement's term, at Allied sole cost and expense, insurance coverage in the minimum amounts set forth in this Section. This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage. The insurance required by this Section will be purchased and maintained from an insurance company or insurance companies lawfully authorized in the jurisdiction where the Property is located having general policyholder's rating of at least "A" and a financial rating of at least "V" or greater in the most current Best Insurance reports available on the date that Allied obtains or renews the insurance policy (or, if such report is no longer published, a comparable financial quality of insurance company).

a. Commercial General Liability Insurance shall have minimum limits of liability of not less than \$3,000,000 per occurrence for bodily injury and property damage liability and \$3,000,000 designated location, general aggregate. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to: premises operations; personal injury liability without employment exclusion; limited contractual liability; broad form property damages, including completed operations; products and completed operations; independent contractors liability; coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant. The commercial general liability insurance shall cover activities on the Property and/or related to the Work, and is to include as additional insureds, on a primary and non-contributing basis the District.

b. Before the commencement the Work, Allied shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C**. If the coverage required expires during the term of this Agreement, Allied shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. Allied's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit Allied's liability under any provision in this Agreement. Allied shall be responsible for the payment of any deductibles on issued policies.

5 INDEMNIFICATION. Allied agrees to defend, indemnify and hold harmless the District, and its respective officers, directors, agents and employees from and against any and all liability, claims, damages, losses, suits, demands, judgments, costs and/or fees (including, without limitation, reasonable attorneys' and experts' fees) to the extent arising out of or relating to negligence, willful misconduct, or any criminal or tortious act or omission by Allied, their employees, representatives, contractors, subcontractors, permittees, licensees, agents, and invitees arising from or in connection with or related to the Work.

6. TERM. The Agreement shall be effective as of the date hereof and shall terminate the earlier to occur of: (i) termination pursuant to Section 8 hereof; (ii) completion of the Work; or (ii) December 31, 2023.

7. TERMINATION OF AGREEMENT. Either Party may terminate this Agreement at any time by giving notice to the other Party thirty (30) days written notice in advance of the termination date.

8. MECHANICS' LIENS. Allied shall not cause or allow any mechanics' or materialmen's liens to be filed against the Property as a result of the Work. If a Lien is filed, the Allied shall, at their sole cost and expense, cause the Lien to be discharged or bonded off of record not later than sixty (60) days after receipt of notice of the filing of such Lien. In the event that such Lien is not discharged or bonded off of record within such sixty (60) day period, the District may, but shall have no obligation to, defend, prosecute or pursue any action the District deems reasonably necessary to discharge the Lien, and Allied shall promptly reimburse the District's out-of-pocket expenses incurred in connection therewith upon demand therefor by the District, subject to the District's delivery to Allied of reasonable documentation (i.e., invoices, receipts, etc.) of such expenses. This Section 9 shall survive the termination or expiration of this Agreement.

9. ASSIGNMENT. Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any improper attempt of assignment shall be deemed void and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

10. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 11 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

Licensor:	Leyden Rock Metropolitan District c/o CCMC 17685 W. 83 <sup>rd</sup> Drive Arvada, CO 80007
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Attention: Ben Smith  
Phone: (303) 423-0270  
Email: bsmith@ccmcnet.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Attention: Megan J. Murphy  
Phone: (303) 858-1800  
E-mail: mmurphy@wbapc.com

Licensee:

Allied Waste Systems of Colorado, LLC  
18500 North Allied way  
Phoenix, AZ 85054  
Attention: General Counsel  
Phone: [ ]  
Email: [ ]

11. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Jefferson County, Colorado.

12. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

13. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 11 above, and the defaulting party will have fifteen (15) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such fifteen (15)-day period and the defaulting party gives written notice to the non-defaulting party within such fifteen (15)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the fifteen (15)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

14. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that

enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

16. INTEGRATION. The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth in this Agreement, and no oral representation, promise, or consideration different from the terms of this Agreement shall be binding on either Party, or its agents or employees, hereto.

17. 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.

18. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

19. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement, which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

20. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature page follows]*

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

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

---

Officer of the District

ATTEST:

---

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel to the District

*[Licensor's Signature page to License Agreement]*





**EXHIBIT A**

THE PROPERTY

BLOCK 1, TRACT A, LEYDEN ROCK SUBDIVISION FILING NO. 6, A SUBDIVISION  
RECORDED AT RECEPTION NUMBER 2014080959

## **EXHIBIT B**

### **THE WORK**

1. Installation of approximately 1,465 LF of untreated rail fence with wire mesh east of berm and west of Leyden Rock walking trail.
2. Installation of approximately 200 LF of litter control fencing inside Tract A behind 19399 W. 84<sup>th</sup> Ave., Arvada CO 80007.

**EXHIBIT C**  
CERTIFICATE(S) OF INSURANCE