

LEYDEN ROCK METROPOLITAN DISTRICT

REGULAR MEETING

via teleconference

Tuesday, Sept. 19, 2023 6:00 PM

<https://leydenrocklife.com/>

Brett Vernon, President	Term to May 2027
Scott J. Plummer, Secretary	Term to May 2027
Jeff Cunningham, Treasurer	Term to May 2025
Christian Ardit, Assistant Secretary	Term to May 2025
Tanis Batsel Stewart, Assistant Secretary	Term to May 2025

This meeting can be joined through the directions below:

Join Zoom Meeting

<https://us06web.zoom.us/j/88169711850?pwd=MVBaYlFOUjltQWQzMFEFNWUtrbFUwQT09>

Meeting ID: 881 6971 1850

Passcode: 983761

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

NOTICE OF REGULAR MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
5. Consent Agenda:
 - a. Approval of Minutes from August 15, 2023 Regular Meeting (**enclosure**)
 - b. Approval of Minutes from September 5, 2023 Special Meeting (**enclosure**)
 - c. Ratification of Pool and Clubhouse Use Policy (**enclosure**)
 - d. Ratification of Requisition No. 9 Related to the District’s General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 2021 (**enclosure**)
6. Financial Matters
 - a. Consider Approval of Payables/Financials (**enclosure**)
7. Presentation from Verizon Regarding Cell Tower (**enclosure**)
8. District Management Matters
 - a. District Manager’s Report
 - b. Discussion Regarding Social Events and Newsletters (**enclosure**)
 - c. Discussion on Budget Committee and Budget Meeting Dates
 - d. Consider Approval of 2023-2024 Snow Removal Contract (**enclosure**)
 - e. Consider Approval of Alternative Poolside Grass Revitalization Project (**enclosure**)
 - f. Consider Approval of Pool Security Lighting (**enclosure**)

2023 Regular Meetings

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

- g. Consider Approval of Holiday Lighting (**enclosure**)
 - h. Consider Approval of Agreement with Yuanyuan Wang for Yoga Services (**enclosure**)
 - i. Other Management Matters
- 9. Director's Matters
 - a. Other Director's Matters
- 10. Capital Projects Discussion
 - a. Discussion Regarding Landscape Committee Recommendations to Entrance Plans
 - b. Other Capital Project Matters
- 11. Legal Matters
 - a. Other Legal Matters
- 12. Executive Session - The Board intends to enter into executive session pursuant to § 24-6-402(4)(b), C.R.S., to conference with an attorney for the District for the purpose of receiving legal advice as it relates to the Memorandum of Understanding with City of Arvada regarding Emergency Preparedness and Evacuation Routes and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, instructing negotiators related to Memorandum of Understanding with City of Arvada regarding Emergency Preparedness and Evacuation Routes.
- 13. Other Business
 - a. Discuss Community Meeting Regarding Verizon Cell Tower on September 27, 2023 at 6 p.m.
- 14. Adjourn

2023 Regular Meetings

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

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, August 15, 2023 at 6:00 P.M. via
Teleconference

Attendance

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

Brett Vernon
Scott Plummer
Jeff Cunningham
Christian Ardita
Tanis Batsel-Stewart

Also present: Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Katie Call and Christine Ahern, AdvanceHOA, District Management; Alex Fink, CliftonLarsonAllen, LLP, District Accountant; Angie Sherman, Keesen Landscape Management, Inc.; John Firouzi, Lisa Morey, Alyssa Pepper, Lorie Gillis, Don Wick, Jacqueline Rhoades, Nate Adams, and Brent Hypnarowski, City of Arvada; Katie Cooley, Ascent Land Development; Lesanne Dominguez, The Architerra Group; and members of the public.

Call to Order

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

**Conflict of Interest
Disclosures**

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

conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted.

Agenda

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

Public Comment

None.

Presentation from City of Arvada regarding Emergency Preparedness Plan

Mr. Firouzi and City staff and consultants presented the City's Emergency Preparedness Plan to the Board. The Board discussed the presentation. No action taken.

Update from Architerra and Ascent Land

Ms. Dominguez and Ms. Cooley provided a capital project update to the Board. Ms. Dominguez and Ms. Cooley noted they are working on the entryway monument plans, they are reviewing trail connections and creating a primitive plan, and a civil engineer and engineer conducted a site visit for the Drainage Project and are working on a narrative of the issues.

Director Cunningham inquired about updates by October 3, 2023. Ms. Dominguez noted that the trails master plan and cost estimate will be available before October 3, 2023, and she will provide the trails master plan and cost estimate once they are available.

Director Plummer inquired about definitive project deliverable dates. Ms. Dominguez noted that construction is generally following the schedule she previously provided to the Board except for a delay in obtaining a survey due to limited surveyor availability.

Ms. Dominguez and Ms. Cooley will provide a revised cost estimate for the October 3, 2023 meeting.

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 July 18, 2023 Regular Meeting;

Financial Matters

Consider Approval of Payables/Financials

The Board reviewed the financial statements from June 30, 2023 and claims in the amount of \$83,051.77. Following discussion, upon a motion duly made and seconded, the Board unanimously approved

the financial statements and claims.

District Management Matters

District Manager Report Ms. Call presented the District Manger Report to the Board.

Ms. Ahern updated the Board on Ore Carts noting that they would be manufactured from scratch for a total of \$12,000 per 4-foot ore cart. These would be delivered in 3-6 months with a total cost of \$120,000.

Consider Approval of Proposal #98557 Essential G Application Round #2 Ms. Call presented Proposal #98557 to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

Consider Approval of Proposal #92571 Poolside Grass Revitalization Ms. Call presented Proposal #92571 to the Board, noting installation is planned for mid-September. The Board directed Keesen Landscape to repair the existing sod.

Consider Approval of 2023-2024 Snow Removal Contract Ms. Call presented the Snow Removal Contract to the Board. Director Vernon inquired about the amount of work in each category. The Board deferred this matter.

Discussion on Budget Committee and Budget Meeting Dates Director Cunningham and Director Vernon will coordinate the Budget Committee meeting.

Other Management Matters None.

Director's Matters

Other Director's Matters Director Ardita requested Ms. Call to direct Keesen Landscape to look at watering timers on the medians on 82nd to ensure watering is occurring after 6 p.m. Director Ardita inquired about an end of year meeting with PeakOne.

Capital Projects Discussion

Discussion about Ms. Call suggested electricity installation at the two entrances now
Entrance Project, in preparation for holiday lighting. Ms. Call will work with Ms.
Electricity Dominguez.

Other Capital Project None.
Matters

Legal Matters

Discussion Regarding Ms. Murphy engaged in discussion with the Board regarding the
Town Hall Meeting Town Hall Meeting required by SB23-110. The Board decided to
Required by SB23-110 hold the Town Hall Meeting before the October or November
meeting.

Consider Approval of Director Batsel-Stewart presented the Second Amended and
Second Amended and Restated Resolution Establishing a Landscape Committee to the
Restated Resolution Board, noting the committee should have 10 members total.
Establishing a Landscape Following discussion, upon a motion duly made and seconded, the
Committee Board unanimously approved the resolution subject to final legal
review.

Consider Approval of Ms. Call presented the Second Amendment to the Independent
Second Amendment to Contractor Agreement with Mile High Pools to the Board. Following
Independent Contractor discussion, upon a motion duly made and seconded, the Board
Agreement with Mile unanimously approved the second amendment, subject to Ms. Call's
High Pools for Pool Gate final approval with monitors for September 5, 2023 through
Monitor September 24, 2023.

Other Legal Matters None.

Executive Session

Upon motion of Director Vernon, seconded by Director Batsel-Stewart, and upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session 9:28 P.M. for the purpose of receiving legal advice pursuant to §24-6-402(4)(b), C.R.S. as it relates to the Independent Contractor Agreement with Ascent Land Development, LLC and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, instructing negotiators related to the Independent Contractor Agreement with Ascent Land Development, LLC.

Pursuant to § 24-6-402(2)(d.5)(II)(B), C.R.S., no record was kept of the portion of this executive session that, in the opinion of the

District's attorney, constitutes privileged attorney-client communication pursuant to § 24-6-402(4)(b), C.R.S.

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

The Board reconvened in regular session at 9:32 P.M.

Other Business

Ms. Call noted that Keesen Landscape would like to make a donation to the community for the annual holiday party.

Adjournment

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

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

Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 19th day of September, 2023.

**ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION**

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Leyden Rock Metropolitan District, I attended the executive session meeting Leyden Rock Metropolitan District convened at 9:28 P.M. on August 15, 2023 for the sole purpose of receiving legal advice as it relates to the Independent Contractor Agreement with Ascent Land Development, LLC and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, instructing negotiators related to the Independent Contractor Agreement with Ascent Land Development, LLC. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Megan J. Murphy, Esq.

MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, September 5, 2023 at 6:00 P.M. via
Teleconference

Attendance

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

Scott J. Plummer
Brett Vernon
Jeff Cunningham
Christian Ardita

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

Also present: Megan Murphy, White Bear Ankele Tanaka & Waldron, District General Counsel; Katie Call, Christine Ahern, and Pam Mitchell, District Managers, AdvanceHOA; and members of the public.

Call to Order

It was noted that a quorum of the Board was present, and the meeting was called to order at 6:02 PM.

**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.

Approval of Agenda

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

Public Comment

Ms. Daggmill complimented the District on the social events and working on emergency preparedness. Ms. Daggmill noted that weekly drives for community inspections is not appropriate. Director Cunningham asked the community to keep an open mind regarding the compliance discussion. Director Vernon noted that staff will provide additional information to Ms. Daggmill for review.

Mr. McClain requested a discussion regarding use of clover yards be added to the agenda.

Mr. Mallory noted that there are many neighbors in the neighborhood violating the Covenants and Declarations. Mr. Mallory noted that trailers parked in the driveway and trash cans in front of the fence line are a couple violations for example. Mr. Mallory noted this is an effort to maintain the values in the community.

Mr. Nix inquired about repeat offenders who violate the covenants on a continual basis.

District Management Matters

Discussion Regarding Inspection/Compliance for the Community

Ms. Call engaged in discussion with the Board regarding inspection and compliance for the community.

Director’s Matters

Director Vernon requested the return of live meetings.

Director Ardita noted there is an emergency preparedness meeting on September 6th at 6:00 pm.

Director Plummer inquired about Equalized Productions’ project in the clubhouse. Ms. Call noted they are working on installing the AV equipment to allow hybrid meetings at the clubhouse.

Executive Session

Upon a motion duly made and seconded, followed by an affirmative vote of at least two-thirds of the quorum present, the Board enter into executive session at 8:12 p.m. for the purpose of

receiving legal advice on as it relates to the Verizon Cell Tower Proposal and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, instructing negotiators related to the Verizon Cell Tower Proposal pursuant to Section 24-6-402(4)(b), C.R.S.

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

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

The Board reconvened regular session at 8:44 p.m.

Executive Session

Upon a motion duly made and seconded, followed by an affirmative vote of at least two-thirds of the quorum present, the Board enter into executive session at 8:45 p.m. for the purpose of receiving legal advice on as it relates to the Memorandum of Understanding with City of Arvada regarding Emergency Preparedness and Evacuation Routes and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, instructing negotiators related to the Memorandum of Understanding with City of Arvada regarding Emergency Preparedness and Evacuation Routes pursuant to Section 24-6-402(4)(b), C.R.S.

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

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

The Board reconvened regular session at 9:10 p.m.

Other Business

Adjournment

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

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

Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 19th day of September, 2023.

ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Leyden Rock Metropolitan District I attended the executive session at the special meeting of Leyden Rock Metropolitan District convened at 8:12 p.m. on September 5, 2023 for the sole purpose of conferencing with an attorney for the District for the purpose of receiving legal advice as it relates to the Verizon Cell Tower Proposal and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, instructing negotiators related to the Verizon Cell Tower Proposal as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Megan J. Murphy, Esq.

ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Leyden Rock Metropolitan District I attended the executive session at the special meeting of Leyden Rock Metropolitan District convened at 8:45 p.m. on September 5, 2023 for the sole purpose of conferencing with an attorney for the District for the purpose of receiving legal advice as it relates to the Memorandum of Understanding with City of Arvada regarding Emergency Preparedness and Evacuation Routes and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, instructing negotiators related to the Memorandum of Understanding with City of Arvada regarding Emergency Preparedness and Evacuation Routes as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Megan J. Murphy, Esq.

**LEYDEN ROCK
POOL AND CLUBHOUSE USE POLICY
(Updated as of August 24, 2023)**

Preamble

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

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

Article I

ACCESS TO AND USE OF THE RECREATION AMENITIES

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

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

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

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

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

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

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

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

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

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

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

discretion.

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

1.8. Charitable Organization Use. Events hosted by charitable organizations, meaning an entity organized and operated exclusively for exempt purposes set forth in Section 501(c)(3) of the Internal Revenue Code (“Charitable Organizations”), may be held at the Clubhouse provided the User first submits an Application for Facility Use and completes a Clubhouse Rental Agreement in accordance with these Policies.

Article II

MISCELLANEOUS

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

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

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

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

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

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

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

Article III

SWIMMING POOL

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

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

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

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

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

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

An adult or a minor aged 16-17 for whom a Minor Release Form is on file with the District

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

Article IV

CLUBHOUSE

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

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

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

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

Article V

ENFORCEMENT

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

1. In violation of District Policies;
2. Interferes with or is abusive toward any District Representative in the normal operation of the facility;

3. Interferes with any User, User's guest or other person's use or enjoyment of the facilities or is abusive to any such person; or
4. Criminal, tortuous, intimidating or threatening, or any behavior that might result in bodily harm or property damage.

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

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

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

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

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

EXHIBIT A
Recreation Amenities Use Form

**LEYDEN ROCK METROPOLITAN DISTRICT
PROPERTY OWNER FORM**

Property Address: _____

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

Owner Last Name: _____ Owner First Name: _____

Home Phone: _____ Work/Cell Phone: _____

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

Home Phone: _____ Work/Cell Phone: _____

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

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

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

ADDITIONAL AUTHORIZED USERS:

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

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

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

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

EACH PROPERTY OWNER MUST ALSO SIGN A WAIVER AND CONSENT FORM

EXHIBIT B
Waiver and Consent Form

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

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

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

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

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

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

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

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

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

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

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

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

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

*Name of Participant

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

EXHIBIT C
Pool Fob Request Form

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

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

NEW FOB REQUESTS:

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

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

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

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

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

EXHIBIT D
Pool Rules and Regulations

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

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

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
AM Lap Swim	5am-9am	5am-9am	5am-9am	5am-9am	5am-9am	5am-9am	5am-9am
Open Swim	9am-7:45 pm	9am-7:45 pm	9am-7:45 pm	9am-7:45 pm	9am-9pm	9am-9pm	9am-9pm
PM Lap Swim	8pm-9pm	8pm-9pm	8pm-9pm	8pm-9pm	N/A	N/A	N/A
Swim Lessons	8am-9am	8am-10am 4pm-7pm	8am-10am 4pm-7pm	8am-10am 4pm-7pm	8am-10am	8am-10am	8am-9am

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 security and additional liquor liability insurance is required.) (If more estimated attendance is more than 60 persons, security is required).

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

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

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

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

Signature: _____ **Date:** _____

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

EXHIBIT G
Clubhouse Rental Agreement

Leyden Rock Metropolitan District

c/o Advance HOA Management, Inc.

P.O. Box 370390

Denver, CO 80237

303-482-2213

303-495-5895 (fax)

Clubhouse Rental Agreement

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

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

2. Rental Rates.

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

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

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

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

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

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

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

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

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

remaining amount thereof, within thirty (30) days from the first business day immediately following the event, to the Rental Party.

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

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

12. Smoking/Tobacco. The Rental Party acknowledges that the Clubhouse and pool areas are **NONSMOKING** facilities. No smoking or use tobacco is allowed anywhere within the Clubhouse and the

fenced areas of the pool, or within 25 ft. of the Clubhouse, pool or play area, at any time. The Rental Party agrees that violation of this provision will be sufficient reason for assessment of an additional \$100.00 fine.

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

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

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

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

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

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

18. Breach of Agreement/Fines. The Rental Party agrees that violation of any of the above provisions or the District's Rules and Regulations may result in fines of up to \$250.00 per violation, forfeiture of the Deposit, and additional fees/fines, being billed to the Rental Party, at the discretion of the Board or District staff. Further, any such violation may preclude the Rental Party from using District facilities in the future, in the discretion of the Board or District staff. The District shall have all rights available under law and the District's governing documents for enforcement of the provisions of this paragraph.

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

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

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

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

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

24. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

25. Counterpart Execution. This Addendum may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be

deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

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

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

X

(Rental Party Signature) Date

(District Staff Signature) Date

X

(Rental Party Name)

(District Staff Print Name)

Comments:

OWNER CERTIFICATION (if applicable)

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

SIGNATURE: _____ **DATE:** _____

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

Requisition No. 9

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

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

1. The amount to be paid or reimbursed pursuant hereto is \$54,211.10.

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

Leyden Rock Metropolitan District

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

Payment of capital invoices

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

See attached wire instructions

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of August, 2023.

DocuSigned by:
Brett Vernon
644222FA228E43A...

District Representative

**Leyden Rock Metro District
Requisition Summary**

Bond Requisition Number	Invoice number	Vendor Name	Date	Invoice Amount	Date Paid
Requisition No. 1		RRCEA, LLC		\$ 2,641,085.68	
Requisition No. 1 Total				2,641,085.68	1/4/2023
Requisition No. 2	20858	PlayWell	12/13/2022	106,537.07	
Requisition No. 2	9549	PlayWell	12/13/2022	77,673.38	
Requisition No. 2	6493	PatioShoppers	12/6/2022	53,346.60	
Requisition No. 2		Adjustment to Actual		(100.00)	
Requisition No. 2 Total				237,457.05	1/6/2023
Requisition No. 3	BRO 199248	Keesen Landscape	9/9/2022	124,750.00	
Requisition No. 3 Total				124,750.00	1/12/2023
Requisition No. 4	7450	The Architerra Group, Inc	1/9/2023	12,360.00	
Requisition No. 4	S-1748	Equalized Productions	1/4/2023	21,751.29	
Requisition No. 4	S-1749	Equalized Productions	1/4/2023	6,727.50	
Requisition No. 4	S-1750	Equalized Productions	1/4/2023	6,969.00	
Requisition No. 4 Total				47,807.79	1/25/2023
Requisition No. 5	7474	The Architerra Group, Inc	2/7/2023	3,120.00	
Requisition No. 5	BRO 211132	Keesen Landscape	1/1/2023	5,127.49	
Requisition No. 5		Req. No. 2 Adjustment to Actual		100.00	
Requisition No. 5 Total				8,347.49	2/22/2023
Requisition No. 6	7493	The Architerra Group, Inc	3/3/2023	7,498.75	
Requisition No. 6 Total				7,498.75	3/17/2023
Requisition No. 7	7515	The Architerra Group, Inc.	4/17/2023	6,404.33	
Requisition No. 7	1273	Shelton Electrical Services LLC	4/25/2023	6,135.00	
Requisition No. 7	29554	The PlayWell Group, INC.	5/3/2023	7,518.59	
Requisition No. 7	4950	The PlayWell Group, INC.	5/3/2023	1,075.28	
Requisition No. 7	1276	Shelton Electrical Services LLC	5/4/2023	13,945.00	
Requisition No. 7	7528	The Architerra Group, Inc.	5/4/2023	2,737.40	
Requisition No. 7	17GT-H4D3-GCQD	Amazon Capital Services	5/10/2023	169.44	
Requisition No. 7	7450	The Architerra Group, Inc	12/31/2022	12,360.00	
Requisition No. 7	7397	The Architerra Group, Inc	10/31/2022	2,660.00	
Requisition No. 7	7347	The Architerra Group, Inc	09/07/2022	6,812.50	
Requisition No. 7	7312	The Architerra Group, Inc	08/11/2022	2,347.10	
Requisition No. 7	7299	The Architerra Group, Inc	07/05/2022	6,603.08	
Requisition No. 7	7279	The Architerra Group, Inc	06/06/2022	6,523.52	
Requisition No. 7	7254	The Architerra Group, Inc	05/04/2022	2,923.75	
Requisition No. 7	7224	The Architerra Group, Inc	04/06/2022	6,289.80	
Requisition No. 7 Total				84,504.79	6/8/2023
Requisition No. 8	23175	Front Range Asphalt Maintenance, LLC	5/24/2023	56,834.00	
Requisition No. 8	23176	Front Range Asphalt Maintenance, LLC	5/24/2023	14,526.50	
Requisition No. 8	1269	Shelton Electrical Services LLC	4/13/2023	485.00	
Requisition No. 8	Pay App 1	The PlayWell Group, INC.	5/31/2023	38,836.69	
Requisition No. 8 Total				110,682.19	6/30/2023
Requisition No. 9	BRO 221083	Keesen Landscape	6/29/2023	17,980.00	
Requisition No. 9	BRO 225530	Keesen Landscape	7/31/2023	44,012.34	
Requisition No. 9	BRO 222937	Keesen Landscape	7/7/2023	18,460.00	
Requisition No. 9	7614	The Architerra Group, Inc.	8/7/2023	4,518.31	
Requisition No. 9	7562	The Architerra Group, Inc.	6/8/2023	4,992.75	
Requisition No. 9	7595	The Architerra Group, Inc.	7/7/2023	8,997.02	
Requisition No. 9	Pay App 1 Remainder	PlayWell	5/31/2023	6,447.37	
Requisition No. 9		Duplicate Requisitions		(51,196.69)	
Requisition No. 8 Total				54,211.10	
Total Requisitioned				\$ 3,316,344.84	

APPLICATION AND CERTIFICATION FOR PAYMENT

TO COMMUNITY ASSOCIATION MANAGEMENT
 ACCOUNTS PAYABLE
 7535 EAST HAMPDEN AVENUE
 DENVER, CO 80231

PROJECT: COMMUNITY ASSOCIATION MANAGEMENT
 LEYDEN ROCK

APPLICATION NO: 1

APPLICATION DATE: 5/25/2023

PERIOD TO: 5/31/2023

SUBCONTRACT NUMBER: 1237.4900;1285865

CONTRACT DATE: 1/3/2023

FROM CONTRACTOR:
 THE PLAYWELL GROUP, INC.
 203A STATE HIGHWAY 46 EAST
 BOERNE, TX 78006

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

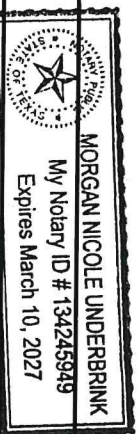
1. ORIGINAL CONTRACT SUM \$ 112,984.44
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 112,984.44
4. TOTAL COMPLETED & STORED TO DATE (Column G) \$ 112,984.44
5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E) \$ 0.00
 - b. 0 % of Stored Material (Column F) \$
 Total Retainage (Lines 5a + 5b or Total in Column I) \$ 0.00
- TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 112,984.44
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 53,268.54
- CURRENT PAYMENT DUE \$ 59,715.90
- BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 59,715.90

The undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *J. Schuster* Date: 05/25/2023

State of: Texas County of: Kendall
 Subscribed and sworn to before me this 25th day of May, 2023
 Notary Public: Morgan Underbrink
 My Commission expires: 3/10/2027



CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	



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

INVOICE #	7595
DATE	7/7/2023
DUE DATE	8/6/2023
P.O. #	

BILL TO:

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

PROJECT 2107/Leyden Rock Community Improvements

DESCRIPTION	TOTAL
DESCRIPTION: Prepared final landscape plans, finalized site improvement projects, developed schedule for master planning, and misc. coordination.	
LABOR: L Dominguez - 48.75 hrs @ \$110/hr M Taylor - 1.25 hrs @ \$150/hr V Ha - 12.5 hrs @ \$60/hr M Talerico - 0.75 hrs @ \$75/hr Labor Subtotal	5,362.50 187.50 750.00 56.25 6,356.25
CONSULTANTS: Ackerman Engineering, Inc. (inv 23243)	2,650.00
CREDIT OVER CONTRACT	-9.23
	<u>\$8,997.02</u>

Contract Amount	Contract Remaining	Percent Complete
\$80,270.00	\$0	100%

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



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

INVOICE #	7562
DATE	6/8/2023
DUE DATE	7/8/2023
P.O. #	

BILL TO:

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

PROJECT 2107/Leyden Rock Community Improvements

DESCRIPTION	TOTAL
DESCRIPTION: Prepared preliminary/representative landscape and trailhead beautification plans. Prepared for and attended meeting with City of Arvada and misc. coordination.	
LABOR: M Talerico - 17.5 hrs @ \$75/hr M Taylor - 2.5 hrs @ \$150/hr L Dominguez - 29.75 hrs @ \$110/hr Labor Subtotal	1,312.50 375.00 3,272.50 4,960.00
EXPENSES: 50 miles @ \$.655/mile Expenses Subtotal	32.75 32.75
	<u>\$4,992.75</u>

Contract Amount	Contract Remaining	Percent Complete
\$80,270.00	\$8,997.02	89%

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



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

INVOICE #	7614
DATE	8/7/2023
DUE DATE	9/6/2023
P.O. #	

BILL TO:

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

PROJECT 2309/Leyden Rock Master Planning

DESCRIPTION	TOTAL
DESCRIPTION: Developed entry monument planting plans, developed plant list, attended kick off meetings with civil engineer & electrical engineer, obtained LIDAR contours, created basemaps, coordinated with surveyor, sent updates to Katie Cooley and misc. coordination.	
LABOR: D Pearson - 8 hrs @ \$180/hr L Dominguez - 16.75 hrs @ \$115/hr M Taylor - 0.25 hrs @ \$155/hr V Ha - 8.25 hrs @ \$60/hr Labor Subtotal	1,440.00 1,926.25 38.75 495.00 3,900.00
EXPENSES: 42 miles @ \$.655/mile 23 sq ft @ \$0.35/sq ft B/W Bond Plotting - Plain Paper 77 sq ft @ \$.75/sq ft Color Plotting - Plain Paper Expenses Subtotal	27.51 8.05 57.75 93.31
CONSULTANTS: Elevation Consulting Group (inv 1503) Consultants Subtotal	525.00 525.00
	<u>\$4,518.31</u>

Contract Amount	Contract Remaining	Percent Complete
\$223,585.00	\$219,066.69	2%

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



3355 South Umatilla Street
Englewood, CO 80110

Phone: 303.761.0444
Fax: 303.761.3466
service@keesenlandscape.com

RECEIVED
By Advance A/P at 10:46 am, Jul 17, 2023

INVOICE BRO 222937
INVOICE DATE 07/07/2023

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

Phone:303-518-6815

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

INVOICE	TERMS	ACCOUNT OWNER
07/07/2023	Net 30	Angie Sherman
DESCRIPTION		PRICE
<p>This proposal is for a drain solution for the area along West Bluff Drive</p> <p>2023 West 85th Bluff Drain</p> <p><i>Drain Along Sidewalk</i></p>		<p>\$18,460.00</p> <p>\$18,460.00</p>
Sales Tax (.00%)		\$0.00
Thank you for your business!		
INVOICE GRAND TOTAL		\$18,460.00

Please See Our Updated Remittance Information

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

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

Commercial applicators are licensed by the Colorado Department of Agriculture.



June 12, 2023

WORK ORDER #96994

PROPOSAL FOR

KATIE CALL
 ADVANCED HOA MANAGEMENT
 LEYDEN ROCK METROPOLITAN DISTRICT
 W. 82ND AVENUE & LEYDEN ROCK DRIVE
 ARVADA, CO 80007

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

DESCRIPTION OF WORK TO BE PERFORMED

2023 West 85th Bluff Drain

This proposal is for a drain solution for the area along West Bluff Drive

Sale	\$18,460.00
Sales Tax	\$0.00
Total	\$18,460.00

**LEYDEN ROCK METROPOLITAN DISTRICT
 WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Drain Along Sidewalk	\$0.00	\$12,980.00

There is significant year round runoff across the sidewalk on West Bluff Avenue. It is the worst towards the top (or north end) of the east side guardrail. The runoff is so consistent that there is always moss growing in this area and is a fall hazard on any day of the year. To remedy this issue Keesen will complete the following:

- **Excavate a trench along the sidewalk that starts just past where the water is evident and works south to the existing rock drain that is already in place**
- **This trench will be hand dug due to rocky conditions in the area and approximate dimensions are 12" wide X 18" deep.**
- **Landscape fabric will line the trench**
- **Corrugated piping will be installed**
- **The trench will be filled with 1 1/2" granite rock**
- **The corrugated pipe will be connected to the existing drain**
- **All dirt excavated will be used to fill in eroded areas along the main drives instead of hauled away and disposed**

Rip Rap Drain Outlet

\$0.00

\$5,480.00

When this area on Bluff was walked there was discovered a concrete drain outlet that was not known to be in the area. It is completely grown over and cannot be seen. It is recommended to clean this and rock it so that it can be maintained properly, scope of work is as follows:

- **Hand cut and remove vegetation all around to an average distance of 10' or more**
- **Correct any grade issue around the structure, filling in where eroded on out the outlet side**
- **Installing rip-rap rock around the structure to help with erosion and keeping the native weeds from growing all over the structure**

This option has additional service hours because access is limited by the guardrail so whether done by and or a small Dingo style unloader it is going to take much longer to complete.

\$0.00

\$18,460.00

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

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

Force Majeure and Delays

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

By _____
Angie Sherman

Date 6/12/2023

**Keesen Landscape Management,
Inc.**

By _____

Date _____

**ADVANCED HOA
MANAGEMENT**

as Agent for

LEYDEN ROCK
METROPOLITAN DISTRICT

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



3355 South Umatilla Street
Englewood, CO 80110

Phone: 303.761.0444
Fax: 303.761.3466
service@keesenlandscape.com

INVOICE **BRO 225530**
INVOICE DATE 07/31/2023

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

Phone:303-518-6815

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

INVOICE	TERMS	ACCOUNT OWNER
07/31/2023	Net 30	Angie Sherman
DESCRIPTION		PRICE

\$44,012.34

Leyden Rock Canyon Path has multiple elements needing repairs and restoration.

We plan to start with correcting drainage points to ensure less future washout.



■ Rip rap
--- Drain pipe
■ Catch basin 18"
--- Existing rock channel

- Installation of catchment area on N. side of path where watershed is collecting to reduce erosion of path and redirect majority of water. Catchment will feed into drainpipe that will be trenched south past bends of path and outlet into native where riprap will be placed to dissipate flow. Path will be restored with tan breeze and tamped for compaction. along East side of path we will remove debris from existing rock channel along bank. We will cleanout and increase depth for increased volume of water.
- Cleanout of vegetation and debris from lower drain channel to reduce overflow onto trail.
- Top-dress and washout infill along intended path from bottom up with matching material size.

Quote is built with the intent to have the ability to have material delivered to site at bottom of the path.

Catchment area

\$44,012.34

Sales Tax (.00%)

\$0.00

Thank you for your business!

INVOICE GRAND TOTAL

\$44,012.34

Please See Our Updated Remittance Information

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

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

Commercial applicators are licensed by the Colorado Department of Agriculture.



3355 South Umatilla Street
Englewood, CO 80110

Phone: 303.761.0444
Fax: 303.761.3466
service@keesenlandscape.com

RECEIVED

By Advance A/P at 10:42 am, Jul 03, 2023

INVOICE BRO 221083
INVOICE DATE 06/29/2023

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

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

INVOICE	TERMS	ACCOUNT OWNER
06/29/2023	Net 30	Angie Sherman
DESCRIPTION		PRICE
This proposal is for a drain solution for the area along West Bluff Drive		\$17,980.00
<i>Drain Along Sidewalk</i>		<i>\$17,980.00</i>
Sales Tax (.00%)		\$0.00
Thank you for your business!		
INVOICE GRAND TOTAL		\$17,980.00

Please See Our
Updated Remittance
Information

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

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

Commercial applicators are licensed by the Colorado Department of Agriculture.



June 12, 2023

WORK ORDER #96997

PROPOSAL FOR

KATIE CALL
 ADVANCED HOA MANAGEMENT
 LEYDEN ROCK METROPOLITAN DISTRICT
 W. 82ND AVENUE & LEYDEN ROCK DRIVE
 ARVADA, CO 80007

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

DESCRIPTION OF WORK TO BE PERFORMED

2023 Leyden Rock Parkway Drain

This proposal is for a drain solution for the area along West Bluff Drive

Sale	\$17,980.00
Sales Tax	\$0.00
Total	\$17,980.00

**LEYDEN ROCK METROPOLITAN DISTRICT
 WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Drain Along Sidewalk	\$0.00	\$17,980.00

There is significant year round runoff across the sidewalk on Leyden Rock Parkway. The runoff is so consistent that there is always moss growing in this area and is a fall hazard on any day of the year. To remedy this issue Keesen will complete the following:

- **Excavate a trench along the sidewalk that starts just**

past where the water is evident and works south to the existing rock drain that is already in place

- **This trench will be hand dug due to rocky conditions in the area and approximate dimensions are 12" wide X 18" deep.**
- **Landscape fabric will line the trench**
- **Corrugated piping will be installed**
- **The trench will be filled with 1 1/2" granite rock**
- **The corrugated pipe will be connected to the existing drain**
- **All dirt excavated will be used to fill in eroded areas along the main drives instead of hauled away and disposed**

\$0.00 \$17,980.00

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

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

Force Majeure and Delays

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

By _____
Angie Sherman

Date 6/12/2023

**Keesen Landscape Management,
Inc.**

By _____

Date _____

**ADVANCED HOA
MANAGEMENT**

as Agent for

LEYDEN ROCK
METROPOLITAN DISTRICT

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

LEYDEN ROCK METROPOLITAN DISTRICT

Schedule of Cash Position

June 30, 2023

Updated as of September 14, 2023

	General Fund	Debt Service Fund	Capital Projects Fund	Total Funds
<u>First Bank - Checking</u>				
Balance as of 06/30/23	\$ 122,184.45	\$ -	\$ 249,307.16	\$ 371,491.61
Subsequent activities:				
7/1/2023 Cash Allocation Due To/From	34,159.75	-	(34,159.75)	-
7/6/2023 Bill.com Payments	(18,372.72)	-	(71,845.50)	(90,218.22)
7/11/2023 Bill.com Payments	-	-	(38,836.69)	(38,836.69)
7/31/2023 Bill.com Payments	(19,926.82)	-	(13,989.77)	(33,916.59)
8/17/2023 Transfer from CSAFE	250,000.00	-	-	250,000.00
8/18/2023 Transfer to AHM	(250,000.00)	-	-	(250,000.00)
8/18/2023 Bill.com Payments	(8,040.98)	-	-	(8,040.98)
8/31/2023 Requisition No. 9	-	-	54,211.10	54,211.10
9/5/2023 Anticipated Bill.com Payments	-	-	(144,686.55)	(144,686.55)
Anticipated activities:				
Anticipated Requisition No. 10	-	-	56,513.29	56,513.29
Anticipated Transfer from CSAFE	-	250.00	-	250.00
Anticipated Bill.com Payments	(8,378.58)	(250.00)	(56,513.29)	(65,141.87)
Anticipated Balance	\$ 101,625.10	\$ -	\$ -	\$ 101,625.10
<u>CSAFE</u>				
Balance as of 06/30/23	\$ 240,541.93	\$ 157,618.96	\$ -	\$ 398,160.89
Subsequent activities:				
7/10/2023 Property/SO tax	569,187.59	842,400.42	-	1,411,588.01
7/10/2023 Pledged Revenue Transfer	-	(157,618.96)	-	(157,618.96)
7/31/2023 Interest Income	5,738.20	-	-	5,738.20
8/10/2023 Property/SO tax	14,088.51	20,854.33	-	34,942.84
8/17/2023 Transfer to 1st Bank	(250,000.00)	-	-	(250,000.00)
8/31/2023 Interest Income	7,168.54	-	-	7,168.54
9/10/2023 Property/SO tax	12,141.19	17,972.89	-	30,114.08
9/12/2023 Pledged Revenue Transfer	-	(863,004.75)	-	(863,004.75)
Anticipated activities:				
Anticipated Transfer to 1st Bank	-	(250.00)	-	(250.00)
Anticipated Balance	\$ 598,865.96	\$ 17,972.89	\$ -	\$ 616,838.85
<u>UMB - 2021 Bond Fund</u>				
Balance as of 06/30/23	\$ -	\$ 521,106.72	\$ -	\$ 521,106.72
Subsequent activities:				
7/10/2023 Pledged Revenue Transfer	-	157,618.96	-	157,618.96
7/31/2023 Interest income	-	2,144.09	-	2,144.09
8/31/2023 Interest income	-	2,724.62	-	2,724.62
9/12/2023 Pledged Revenue Transfer	-	863,004.75	-	863,004.75
Anticipated Balance	\$ -	\$ 1,546,599.14	\$ -	\$ 1,546,599.14
<u>UMB - 2021 Project Fund</u>				
Balance as of 06/30/23	\$ -	\$ -	\$ 4,323,520.00	\$ 4,323,520.00
Subsequent activities:				
7/31/2023 Interest Income	-	-	18,310.46	18,310.46
8/31/2023 Interest Income	-	-	18,616.98	18,616.98
8/31/2023 Requisition No. 9	-	-	(54,211.10)	(54,211.10)
Anticipated activities:				
Anticipated Requisition No. 10	-	-	(56,513.29)	(56,513.29)
Anticipated Balance	\$ -	\$ -	\$ 4,249,723.05	\$ 4,249,723.05
Anticipated Balances	\$ 700,491.06	\$ 1,564,572.03	\$ 4,249,723.05	\$ 6,514,786.14

Yield information (as of 08/31/23):

CSAFE - 5.39%

UMB invested in Goldman Sachs Govt Fund - 5.16%

Leyden Rock Metropolitan District
Interim Claims 08/09/23 - 09/13/23

Invoice Date	Payment Date	Vendor	Ref Number	Amount
08/07/23	08/18/23	The Architerra Group, Inc.	7614	\$ 4,518.31
07/31/23	08/18/23	White, Bear & Ankele PC	29294	4,415.63
06/30/23	08/18/23	Kutak Rock LLP	3239520	1,855.00
07/31/23	09/05/23	CliftonLarsonAllen, LLP	3829473	1,770.35
06/29/23	09/05/23	Keesen Landscape	BRO 221083	17,980.00
07/07/23	09/05/23	Keesen Landscape	BRO 222937	18,460.00
07/31/23	09/05/23	Keesen Landscape	BRO 225530	44,012.34
				<u>\$ 93,011.63</u>

MANAGEMENT REPORT

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

<p>2023 Regular Board Meeting Schedule:</p> <ul style="list-style-type: none"> ❖ October 17 ❖ November 21 ❖ December 19 	<p>2023 Special Meeting Dates:</p> <ul style="list-style-type: none"> ❖ September 27 Cell Tower Feedback ❖ October 3 Capital Projects Discussion ❖ November 7 *Annual Meeting & Capital Projects Discussion ❖ December 5 Capital Projects Discussion
<p>Last Reserve Study: 2020</p> <p>Operating Fee: \$0.00/year Tract K Filing Fee: \$372/year</p> <p>Current mill levy (2022), for collection in 2023</p> <p>25.000 mills - (general fund) 37.000 mills - (debt service fund) 0.000 mills - (capital projects fund)</p>	<p>Board of Directors:</p> <ul style="list-style-type: none"> ❖ Brett Vernon, President Term to May 2027 ❖ Scott J. Plummer, Secretary Term to May 2027 ❖ Christian Ardita, Assistant Secretary Term to May 2025 ❖ Tanis Batsel Stewart, Assistant Secretary Term to May 2025 ❖ Jeff Cunningham, Treasurer Term to May 2025
<p>District Services: Trash, Landscape Maintenance, Snow Removal, Pet Stations, Pool Maintenance & Staffing</p>	<p>Dates to Note:</p> <ul style="list-style-type: none"> ❖ Pool closing: September 22nd ❖ Fall Fest, Signature Event: September 23rd ❖ Doggy Dive In: September 24th ❖ Cell Tower Feedback Community Meeting: September 27th ❖ Arvada Fire Safety Day: September 30th ❖ Arvada Police Department Community Meeting: <i>Rescheduled Date TBD</i> ❖ Arvada Fire District Community Meeting: <i>TBD</i>
<p>Landscape Committee:</p> <p>Tanis Batsel-Stewart, Chair Carolyn Rowe Thu Koelling Diane Mangam Lisa Coleman Pam Hill</p>	<p>Additional Information:</p> <ul style="list-style-type: none"> ❖ Compliance: 1x weekly, completed by our Inspector Pam Mitchell ❖ E-newsletter Performance: Total Contacts: 2,116 (down 2) Email Open Rate: 76% (down 2%) <i>Reaching approximately 85% of the homes in the community</i>

CURRENT PROJECTS / ACTION ITEMS

PROJECT	DESCRIPTION	STATUS
Surveillance System	Clubhouse Surveillance system install	Equalized was onsite 8/31 & 9/1 <ul style="list-style-type: none"> Cameras, pending update from Equalized Productions. Lighting, received proposal from Shelton Electric
Network Upgrade	Enhance WiFi connections/relocate equipment	<ul style="list-style-type: none"> Pending update from Equalized Productions
AV Upgrade	Clubhouse speakers and tv upgrade	<ul style="list-style-type: none"> Pending update from Equalized Productions Rental Agreement update, pending project completion
Trail Restoration	Repair & restore District trails	<ul style="list-style-type: none"> Jefferson Parkway trail- complete
Tree Health	Next steps following tree health survey completed by Preservation Tree Care	<ul style="list-style-type: none"> Received proposal of services from Preservation & Keesen Reviewing with Brett/Tanis
Pond Retention Cleaning	Cleaning 16 pond retention areas	<ul style="list-style-type: none"> Pending completion
Clubhouse Cabinet	Cabinet installation under new TV	<ul style="list-style-type: none"> Installed on 9/5 by volunteer resident Jon Saputo Brett is assisting in getting knobs and locks for the cabinets
Column Stone Replacement	Stone has come off on of the fence columns in the community	<ul style="list-style-type: none"> Received proposal from BHC Searching for other proposals
Retaining Wall	Retaining wall repair on LR Drive	<ul style="list-style-type: none"> Seeking proposal from Hall
Pool Plaster	Resurfacing the pool	<ul style="list-style-type: none"> Received proposals back from Peak One, Hanavan Pools & Complete Pools Pending proposal from Moore Pools
Pet Stations	Station repairs and relocations	<ul style="list-style-type: none"> Working with vendor on repairs to stations Requested proposal for cost to move stations
Clubhouse Repairs	Replacement of blocks on back railings	<ul style="list-style-type: none"> Received proposal form BHC
Pool Lighting	Upgrade lights to LED	<ul style="list-style-type: none"> Received proposal from Peak One Requested proposal from Shelton Electric
Wayfinding Sign Stain	Stain the wood on the wayfinding signs and Ping Pong Park sign	<ul style="list-style-type: none"> Received proposal from Neighborly Fence Staining
Updated Maps Project	Community maps used for vendors	<ul style="list-style-type: none"> Snow maps, received initial draft Landscape maps, received initial draft
ADA Chair Lift at Pool	ADA compliance at the pool	<ul style="list-style-type: none"> Chair is being repaired. Need to determine policy/procedure with chair
Clubhouse Furniture	Replacement of Tables & Chairs	<ul style="list-style-type: none"> Researching options

ANNUAL CALENDAR - 2023

January	<ul style="list-style-type: none"> ▪ Board Meeting – January 17, 2023 ▪ New Resident Social- January 24, 2023 ▪ Domain Auto Renewal- January 5, 2024
February	<ul style="list-style-type: none"> ▪ Special Board Meeting- February 7, 2023 ▪ Board Meeting – February 21, 2023 ▪ Republic Landfill Community Meeting - February 28, 2023
March	<ul style="list-style-type: none"> ▪ Special Board Meeting – March 7, 2023 ▪ Board Meeting – March 21, 2023
April	<ul style="list-style-type: none"> ▪ Signature Event Easter - April 1, 2023 ▪ Special Board Meeting – April 4, 2023 ▪ Board Meeting – April 18, 2023 ▪ Landfill Free day – April 22, 2023 ▪ New Resident Social- April 25, 2023 (canceled) ▪ Board Email Auto Renewal- April 8, 2024
May	<ul style="list-style-type: none"> ▪ Special Board Meeting – May 2, 2023 ▪ Signature Event Adults Night Out – May 6, 2023 ▪ Board Meeting – May 16, 2023 ▪ Republic Landfill Community Meeting: May 24, 2023 ▪ Snow Contract Expires - May 31, 2023 ▪ Irrigation Start-up / Spring Clean-up ▪ Backflow Inspection
June	<ul style="list-style-type: none"> ▪ Special Board Meeting – June 6, 2023 (canceled) ▪ Board Meeting – June 20, 2023 ▪ Arvada Fire District Community meeting - June 27, 2023
July	<ul style="list-style-type: none"> ▪ Signature Event Independence Day – July 4, 2023 ▪ Special Board Meeting – July 4, 2023 (rescheduled) ▪ Special Board Meeting – July 11, 2023 (reschedule date/canceled) ▪ Special Board Meeting – July 12, 2023 *<i>Preservation Tree Care Presentation</i> ▪ Board Meeting – July 18, 2023 ▪ Family Fire Safety Event: July 21, 2023 ▪ New Resident Social - July 31, 2023 (rescheduled date) ▪ Republic Landfill Community Meeting - July 26, 2023, <i>onsite tour</i>
August	<ul style="list-style-type: none"> ▪ Special Board Meeting – August 1, 2023 (canceled) ▪ Board Meeting – August 15, 2023 ▪ Arvada Police Community Meeting- August 29, 2023 (canceled, reschedule date TBD) ▪ Budget Working Session- August 18, 2023
September	<ul style="list-style-type: none"> ▪ Special Board Meeting – September 5, 2023 ▪ Republic Landfill Community Meeting: September 8, 2023, <i>onsite tour (postponed, date TBD)</i> ▪ Landfill Free day – September 16, 2023

	<ul style="list-style-type: none"> ▪ Board Meeting – September 19 2023 ▪ Pool Closing Date – September 22, 2023 ▪ Signature Event Fall Fest – September 23, 2023 ▪ Cell Tower Feedback Meeting/Special Board Meeting – September 27, 2023 ▪ Renew Snow Contract
<i>October</i>	<ul style="list-style-type: none"> ▪ Special Board Meeting – October 3, 2023 ▪ Board Meeting – October 17, 2023 ▪ New Resident Social – October 24, 2023 ▪ Signature Event Adults Night Out – October 27, 2023 ▪ Irrigation Shutdown / Fall Clean-up
<i>November</i>	<ul style="list-style-type: none"> ▪ Annual Meeting – November 7, 2023 ▪ Special Board Meeting – November 7, 2023 ▪ Board Meeting – November 21, 2023 (Budget Hearing) ▪ Republic Landfill Community Meeting- November 29, 2023
<i>December</i>	<ul style="list-style-type: none"> ▪ Special Board Meeting – December 5, 2023 ▪ Signature Event Santa – December 8/9/10, 2023 ▪ Board Meeting – December 19, 2023

CURRENT CONTRACTS

SERVICE	COMPANY	RATE	EXPIRATION	TERMINATION CLAUSE
Landscaping	Keesen Landscape	Not to exceed \$142,512 \$11,876/month *see fee schedule for T&M rates	December 31, 2023	30 days
Snow Removal	Keesen Landscape	T&M *see fee schedule for T&M rates	May 31, 2023	30 days
Pond Retention Maintenance	OPEN	*note Keesen is currently completing pond maintenance for 2023		
Soil/Sediment Sampling	CTL Thompson	\$4,000 per sample every 6 months	December 31, 2023	
Weed & Pest Control	Weed Wranglers			
Pet Waste Removal	Poop 911	\$2,060/ 3x week per month \$1,610/ 2x week per month + \$8.00 per roll for bags	December 31, 2023	30 days
Trash Removal	Republic Services	\$10.50 per home / weekly trash + \$3.69 per home/ weekly recycle	December 31, 2023	30 days
Janitorial Services	Done & Dusted (f.k.a. The Helping Hand)	\$200.00/ clubhouse cleaning \$75.00/pool cleaning	December 31, 2023	30 days
Pool Maintenance	Peak One Pool & Spa	\$110.00/weekday visit + NTE \$7,000 chemicals	December 31, 2023	*see fee schedule for T&M rates
Pool Monitors	Mile High Pools	\$39.00/ hour	September 4, 2023	30 days
HVAC	Timberline Mechanical	\$105/ PM visit + materials	December 31, 2023	30 days
Design Review	Lee Design Group	\$50/ application	December 31, 2023	30 days
Fence Staining	Neighborly Fence Staining, LLC	\$33,741/ phase	December 31, 2023	30 days

FACILITY MAINTENANCE HISTORY

Last Updated: August 7, 2023

**Note there is not currently a facility maintenance calendar, the below table will evolve*

ELEMENT	MAINTENANCE APPROACH	MAINTENANCE / INSPECTION HISTORY	NOTES
Plumbing	Annual visit	<ul style="list-style-type: none"> • Inspection of drains, faucets, toilets 	Annual cost \$515.00.
Fire System	Annual visit	<ul style="list-style-type: none"> • Inspection of fire extinguishers, emergency lights 	Annual Cost ~ \$385
AED	Annual	<ul style="list-style-type: none"> • Annual inspection for expiration of pads and battery 	
Roofs		<ul style="list-style-type: none"> • 	<i>Pending further research</i>
Backflows	Annual Testing Required by COA	<ul style="list-style-type: none"> • Completed in in May/June 2023 	23 backflow locations
Building Exterior		<ul style="list-style-type: none"> • 	<i>Pending further research</i>
Sidewalk/Parking Lot		<ul style="list-style-type: none"> • 	<i>Pending further research</i>
Fencing	Each phase completed once every 5 years	<ul style="list-style-type: none"> • Phase 1 fence staining completed 2023 • Phase 2- 2024 • Phase 3- 2025 • Phase 4- 2026 • Phase 5- 2027 	
HVAC	3 preventative maintenance visits per year	<ul style="list-style-type: none"> • Completed January & May 2023 • September 12, vendor had to cancel, pending rescheduled date 	



MEMORANDUM

To: Board of Directors

From: Christine Ahern- Lifestyle/Operations Coordinator

Date: September 13, 2023

Re: Metro District Non-Profit Support

The District has been approached by many organizations to promote fundraisers, collections, etc. The current procedure that we followed is that we allow organizations to place bins outside the clubhouse and support advertizing for nonprofits on the resident led Facebook page and Next Door. Only District sponsored events and events sponsored by our paid partners are approved to be included in the Hogback Herald and on our website.

We are finding that more and more organizations are reaching out to set up collection bins outside the clubhouse and advertising in the community newsletter. In some cases the organizer has been great about maintaining the collection box and other times, the collection bin is just dropped off and becomes the responsibility of district management, not by choice. How do we choose what organization to allow and how many at a time?

The second issue: organizations and residents ask to set up a fundraising stand on district property. For example: little johnny wants to set up a lemonade stand on the sidewalk next to the pool, or an organization sets up a booth to collect donations on clubhouse property. What guidelines should we follow to allow or not to allow?



MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: September 12, 2023

Re: 2023-2024 Snow Removal Contract

At the previous Regular Board Meeting, this proposal from Keesen was presented for the 2023-2024 snow removal contract. It was requested to have a better understanding of what equipment has been used in the community. Highlighted in the below table is the equipment that has been used in the community.

Equipment	2022-2023 Season	2023-2024 Season	Unit	Notes
Plow Truck	\$ 130.00	\$ 135.00	hr	Clubhouse parking lot & private drive
Skid Steer	\$ 150.00	\$ 165.00	hr	
Front End Loader	\$ 265.00	\$ 275.00	hr	
Snow Rator or UTV	\$ 125.00	\$ 130.00	hr	Sidewalks
ATV or Sidewalk Blade	\$ 105.00	\$ 130.00	hr	
Snow Blower	\$ 75.00	\$ 95.00	hr	
Hand Shoveling	\$ 70.00	\$ 75.00	hr	Sidewalks
Ice Melt	\$ 1.00	\$ 1.10	lbs	Sidewalks
Ice Melt Application	\$ 70.00	\$ 75.00	hr	Sidewalks
Liquid Magnesium Chloride	\$ 3.00	\$ 3.25	gal	
Liquid Mag. Chloride Application	\$ 130.00	\$ 135.00	hr	
Ice Slicer	\$ 295.00	\$ 310.00	ton	By request only (parking lot or private drive)
Ice Slicer Application	\$ 135.00	\$ 135.00	hr	By request only (parking lot or private drive)
Snow Stake Labor	\$ 55.00	\$ 60.00	hr	
Snow Stakes	\$ 4.00	\$ 4.50	hr	

The below report from Keesen report summarizes total equipment vs labor but it does not break out by type used. Our account manager is researching to find out if there is a way to break this down further in a summarized report.

From October 1st 2022 to May 31st 2023

Snow Equipment (plow and ATV) was 76%

Labor (which includes hand shoveling and spreading ice melt) was 24%

Note: the snow removal contract does not run with the calendar year, but rather by the season. For example: the 2022-2023 contract ran from October 1, 2022- May 31, 2023.



Snow & Ice Management Agreement

Property/Client Name and Contact Information:

Property Address:	Billing Address:	Advanced HOA Management
W. 82nd Avenue & Leyden Rock Drive Arvada, CO 80007	17685 W. 83rd Dr. Arvada, CO 80007	Katie Call
		katie.call@advancehoa.com
		303-518-6815

Leyden Rock Metropolitan District, ("**Client**"), hereby engages Keesen Landscape Management, Inc., ("**Company**"), to provide certain snow and ice management services ("**Services**") in accordance with this Snow & Ice Management Agreement (this "**Agreement**"). Client and Company hereby agree to the terms and conditions of this Agreement, including the General Terms and Conditions attached hereto (the "**General Terms**"), and the Snow & Ice Services and Pricing Addendum attached hereto and any attachments thereto (the "**Addendum**"), which are part of this Agreement and incorporated herein by this reference.

Service Areas. Services will be performed by Company for Client during the term of this Agreement at the driving, parking and walking areas specified in the Addendum (collectively, "**Service Areas**") during each snow or ice event ("**Event**"), subject to all of the terms and conditions of this Agreement.

Event. Each Event will be deemed to start when accumulations of snow and/or ice at the Service Areas reach the depth specified in the Addendum as the "**Trigger Depth**", or other Services-initiation factors as described in the Addendum and will continue until 24 hours after increases in such accumulations first end. Services will be performed prior to or after an Event to the extent expressly provided for in the Addendum or otherwise agreed in writing by Client and Company.

Services. Services during the term of this Agreement will include the following, subject to the specifics as described in the Addendum:
Snow Plowing/Clearing - Snow will be plowed/cleared in Service Areas during each Event, as provided for in the Addendum.
De-icing - De-icing materials will be applied in Service Areas during each Event, as provided for in the Addendum.

Pricing and Payment. Pricing of amounts payable by Client to Company for the Services is set forth in the Addendum. Company's invoices will be due and payable by Client upon issuance by Company. A 3% surcharge will be added for all invoices paid by credit card. Invoices not paid in full within 30 days of issuance will accrue interest, compounded monthly, beginning on the 31st day following issuance at the rate of 1.5% per month (or if lower, the highest rate permitted by law), plus an additional \$25 late fee.

Term. The term of this Agreement will be effective upon signing by both parties and will continue for the number of Winter Seasons specified below and as described in the Addendum, or until terminated by either party upon thirty (30) days prior written notice to the other party (regardless of any specified term), or until terminated by mutual written agreement of Client and Company.

Term of Agreement (Select One): 2023-2024 Snow Season 2024-2025 Snow Season 2025-2026 Snow Season

EACH PERSON SIGNING THIS AGREEMENT ON BEHALF OF A PARTY TO THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH PARTY.

Client has read, agrees to, and is bound by this Agreement, including the General Terms and the Addendum

Client: Leyden Rock Metropolitan District	Company: Keesen Landscape Management, Inc.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

GENERAL TERMS AND CONDITIONS

Authority: Based upon weather forecasts, existing conditions at the time and the Client's property profile as included in the Addendum to this Agreement, or otherwise prepared by Company based on information provided by Client, further subject to the scope of Services and related specifications in the Addendum and according to instructions provided by Client or Client's representative as provided below, and subject to any express limitations and requirements in this Agreement, Company may exercise its reasonable discretion in the applicable manner, timing, type of equipment, materials and labor for performance of any Services.

Client Instructions: If Client or Client's representative instructs Company not to perform any specific Service(s) at any time, Company will not have any liability for any resulting consequences of complying with said instructions. All such instructions must be made in writing and must be received and acknowledged by Company, a minimum of four (4) hours ahead of time in order for Company to make adjustments to Services. Any change in level or scope of Services as specified in the Addendum must be requested by Client in writing and agreed to by Company in writing. Any such changes will be implemented and prioritized by Company after all of Company's other previously contracted services with its clients have been completed. If client becomes aware of a snow related incident or accident, it is the duty of the Client to immediately notify the Company.

Damage: Any property damage caused by Company must be reported to Company in writing within fifteen (15) days after applicable Services are performed (or within such longer period as such damage remains obstructed from view by snow accumulations or pilings). Company will have no responsibility for any such damage if not reported to Company in writing within such timeframe. Surface contact and scraping by plow and shovel blades is required in the process of snow and ice removal and normal wear and tear of surfaces occurs in the process. It is normal to expect landscape and/or vegetation damage when salt and/or de-icing materials are applied to melt snow/ice on Service Areas. Any damage by Company for which it is responsible will be limited to the repair or replacement of the damaged property by Company. Company is not responsible for:

- Repairing or replacing curbing, asphalt, brick pavers, concrete or other hard surfaces or parking lot that are scratched, gouged, or otherwise broken, displaced, or "worn" as a result of normal wear and tear from plowing or clearing;
- Repairing or replacing curbing, asphalt, brick pavers, concrete or other hard surfaces or borders that are damaged due to corrosion from salt or de-icing materials or which are already in disrepair, well-worn, crumbling, or otherwise not in adequate condition to withstand the impact of removing and melting snow and ice;
- Damage to landscaping caused by salt or de-icer run off or by the piling of snow;
- Damage done to speedbumps (removable speedbumps are recommended to be removed prior to winter); or
- Damage done to concealed items, whether concealed by snow or other factors.

Indemnification: To the fullest extent permitted by law, Client agrees to indemnify, defend and hold harmless Company, its owners and employees, its subcontractors and their employees, and agents of any such parties, from and against any and all liabilities that may arise directly or indirectly in connection with performance of Services under this Agreement, including, without limitation, any liabilities (tort or otherwise), losses, damages or claims due to property damage or personal injury resulting from occurrences caused by thawing and refreezing of snow or ice in Service Areas after plowing or clearing of such Service Areas and any loss, liability, damage or claims that are the result of any actions, inactions, instructions or requests by Client or any limits on the scope of Services contracted for under this Agreement; provided, however, that the foregoing will not apply to any loss, liability, damage or claims resulting from the negligent (or other tortious) acts or omissions of Company or Company's agents or employees.

Insurance: A certificate of insurance for insurance coverage maintained by Company will be provided to Client upon Client's written request.

Limitations:

- Client understands and agrees that it is impracticable for Company to achieve total clearing and elimination of snow and ice from all Service Areas and that the Services may not clear Service Areas to bare concrete or other surface, or otherwise to "bare pavement", and that slippery conditions may continue to prevail even after Services are performed, and Company will have no liability for such conditions. Company is not responsible for snow or ice in areas that are blocked by parked vehicles, otherwise obstructed or not reasonably accessible for the Services.
- Weather and Service Area conditions may change rapidly and without adequate warning and Company will not have any liability or responsibility for such changes. Company is not engaged, nor does it accept engagement, as a continuing monitor of potentially dangerous or unsafe conditions that may arise by reason of any Event or accumulation or related thawing and refreezing at previously plowed/cleared or treated Service Areas. Upon reasonable written notice from Client of any such condition, Company will use its reasonable efforts to provide applicable Services for such condition. Company will not be responsible for Services to potentially dangerous or unsafe conditions for which it has not been given such reasonable written notice or for which it has not had reasonable time to respond.
- Company will not be responsible for any damage, injury, or accident that is the result of or to damaged or worn Service Areas or protrusions in them, and Company will not be responsible for any consequences arising from poor drainage, the lack of storage space for snow or the failure or refusal of Client to permit or provide for removal or

relocation of snow from the Service Areas as part of the Services. Company is not responsible for melting and refreezing of snow and ice from roofs, awnings, gutters, gutter drains, icicles, trees or drifting or piled snow.

- Company will not be responsible for any damages, expenses or injuries that are the result of limitations on or refusal of Services by Client or its duly appointed agent or representative, failure of Client to comply with this Agreement, or caused by the negligence or misconduct of Client, pedestrians, motorists or other third parties. Company will not be responsible for any consequential, incidental or indirect damages.
- Company will only be responsible for Services as specified in this Agreement until the applicable Event ends as defined above and it will be the responsibility of Client to notify Company and obtain Company's agreement for any additional Services to any Service Areas.
- Company is not responsible for any damages, delays or consequences that are directly or indirectly caused by Acts of God, unusual weather conditions, poor site drainage conditions, vandalism, or other events, circumstances or conditions beyond the commercially reasonable control of Company.
- Company makes no representations or warranties except as expressly provided in this Agreement.

Non-Payment: In addition to all other rights and remedies of Company, Client will pay to Company all legal fees and expenses incurred by Company to collect any amounts due from Client. Company may suspend and need not perform any Services if Client fails to pay Company as specified in this Agreement. If any invoice reaches 45 days past due, Company has the right to terminate this Agreement upon ten (10) days' written notice to Client. Upon termination of this Agreement, all open invoices and completed work not yet invoiced, will be due upon receipt of invoice.

Service Area Diagrams / Maps: Client is responsible for providing to Company reasonably detailed diagrams or maps of the Service Areas, clearly indicating the boundaries of the Service Areas, any obstructions in areas to be plowed, and any specific location requirements regarding where to pile or remove snow. If requested by Company, Client will have a Client representative meet with a Company representative at the Service Areas to inspect and verify Service Areas and related conditions and issues.

Miscellaneous:

- Except to the extent otherwise expressly provided for in this Agreement, any notice, instruction, request, consent or required communication under this Agreement will be deemed given only if it is in writing and (a) personally delivered, (b) delivered by a reputable courier / overnight delivery service, with delivery confirmed, or (c) sent by email or text, provided that the intended recipient of such email or text promptly receives and responds to such email or text.
- This Agreement contains the entire agreement between the parties and supersedes all previous agreements and all verbal representations and commitments, and no course of performance, purchase orders or agreements purporting to amend, supplement or explain this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.
- This Agreement is solely for the benefit of the parties hereto and will not be deemed to confer upon or give to any other third party any remedy, claim right, reimbursement right, cause of action or other right. Client may assign its rights under this Agreement only to any successor-in-interest with respect to the Service Areas, which assignment will also require Company's consent. Company may assign its rights under this Agreement to any affiliate or any successor-in-interest to any assets or business of Company, and Company may subcontract any of its obligations under this Agreement.
- This Agreement is deemed made at Company's principal place of business and governed by the laws of the state in which the Service Areas are located. In the event any dispute, controversy or claim arises between the parties with respect to this Agreement (referred to herein as a "dispute"), the parties agree to review, discuss and negotiate in good faith (and with involvement of the most senior officer/representative of each party or their designee if necessary) to resolve it within 30 days after first notice of the dispute. If the parties fail to resolve the dispute within 30 days, the parties will submit it to non-binding mediation to commence within 30 days. If the parties are unable to mutually agree on a mediator, each of the parties will promptly designate a mediator and those mediators will jointly select a mediator who will be the sole mediator. Any mediation proceedings will take place at the Company's principal place of business, or such other location as may be mutually agreed to by the parties, and the mediator's fees, expenses and incidental costs will be shared equally between the parties. If the parties fail to resolve a dispute within 30 days following the commencement of mediation proceedings, each party may pursue any rights or remedies available at law or in equity, provided that any litigation must be brought only in the federal or state judicial district in which Company's principal place of business is located.
- No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement will impair any such right, power or remedy, nor will it be construed as a waiver of any future exercise of any right, power or remedy.
- If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision and the invalid provision will be deemed reformed and enforceable to the fullest extent permitted by applicable law.
- This Agreement may be executed and delivered in counterparts, including by email, facsimile, pdf, or other electronic means.

SNOW & ICE SERVICES AND PRICING ADDENDUM					
Property Address: W. 82nd Avenue & Leyden Rock Drive Arvada, CO 80007	Contract Effective Date: October 1, 2023 (or upon execution of Agreement) End Date: May 31, 2024 Winter Season: 2023 - 2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Primary Contact: Katie Call</td> </tr> <tr> <td style="padding: 2px;">303-518-6815 katie.call@advancehoa.com</td> </tr> <tr> <td style="padding: 2px;">Opp# 98999 - SNOW 2023-2024</td> </tr> </table>	Primary Contact: Katie Call	303-518-6815 katie.call@advancehoa.com	Opp# 98999 - SNOW 2023-2024
Primary Contact: Katie Call					
303-518-6815 katie.call@advancehoa.com					
Opp# 98999 - SNOW 2023-2024					

SCOPE:

The company will commence services at Leyden Rock Metropolitan District only after the "Trigger" depths listed on page listed on page 5 are reached. Any services required before "Trigger" depths are met will need to be requested by the Client in writing. Please also indicate any special requests or property specifics under the "Special Instructions" section on page 5.

PLOWING:

The Company, by use of heavy duty 4-wheel drive trucks or other heavy equipment, will plow Service Areas as direct by the Client. This does not include unpaved surface areas. Plowing is accomplished by mechanically pushing snow to side boundaries and/or with windrowing snow into landscaped areas. The Company, at its sole discretion, will supply the most efficient type of equipment for the property. This Agreement does not provide for physical removal or hauling of snow from site, these services can be completed upon written request by Client.

SHOVELING:

The Company, by use of labor with snow shovels, snow blowers, Snow Rator, ATVs or UTVs, will clear sidewalks as directed by the Contracting Officer. This does not include unpaved surface area. Clearing is accomplished by pushing snow to side boundaries. All perimeter walks will be cleared unless instructed otherwise by the Client in writing. The Company, at its sole discretion, will supply the most efficient type of equipment. This Agreement does not provide for physical removal or hauling of snow from site, these services can be completed upon written request by Client.

DE-ICING:

Unless otherwise noted by the Client in the "Special Instructions" section on page 5, deicing products will be applied to Service Areas as conditions dictate and the Company's sole discretion. It is important to note that deicing products may be corrosive and potentially damaging to pets, plants and turf. Colored concrete and pavers may particularly be susceptible to staining. It is the Client's responsibility to notify the Company of any concrete that is less than one year old or any other areas of concern where deicing products should not be applied. The Company is not responsible for damage caused by deicing products.

EVENT:

Each Event will be deemed to start when accumulations of snow at the Service Areas reaches the specified "Trigger" depth. Once initial services are complete, the Company will monitor the Service Areas and provide any additional services deemed necessary for 24 hours after initial accumulation has ended. Any necessary services prior to the "Trigger" depth being met, or after the 24-hour Event timeframe has ended, will require a written request by the Client.

BLIZZARD and HEAVY SNOW CONDITIONS:

Blizzard conditions or heavy snowfall in excess of 10" will require an adjusted initial service plan. When these conditions are present, as much snow as possible will be cleared from sidewalks, parking lots, drive lanes, and driveways during the initial visit to keep areas "open". Internal sidewalks will be cleared to one shovel width to allow access and perimeter walks (greenbelts, walkways, and sidewalks along City streets) will be cleared post event and after City/County/State snowplows have complete their street removal. Perimeter walks may require specialty equipment due to the depth and severity of plowed up snow on perimeter walks from the City plows. A secondary visit will be done to complete any additional services that were not complete during the initial clearing.

TRIGGER DEPTHS:

Client's Initials	Depth	Service
	2" inches	Clearing of Sidewalks
	2" inches	Plowing of Parking Lots, Drive Lanes, and Streets

RATES:

Hourly & Unit	2023-2024 Season	2024-2025 Season	2025-2026 Season
Plow Truck	\$135.00/hr	\$135.00/hr	\$142.00/hr
Skid Steer	\$165.00/hr.	\$165.00/hr.	\$175.00/hr.
Front End Loader	\$275.00/hr.	\$275.00/hr.	\$290.00/hr.
SnowRator or UTV	\$130.00/hr.	\$140.00/hr.	\$150.00/hr.
ATV or Sidewalk Blade	\$130.00/hr.	\$140.00/hr.	\$150.00/hr.
Snow Blower	\$95.00/hr.	\$95.00/hr.	\$100.00/hr.
Hand Shoveling	\$75.00/hr.	\$75.00/hr.	\$80.00/hr.
Ice Melt	\$1.10 lbs.	\$1.10 lbs.	\$1.20 lbs.
Ice Melt Application	\$75.00/hr.	\$75.00/hr.	\$80.00/hr.
Liquid Magnesium Chloride	\$3.25 gal	\$3.25 gal	\$3.50 gal
Liquid Mag. Chloride Application	\$135.00/hr.	\$135.00/hr.	\$142.00/hr.
Ice Slicer	\$310.00 Ton	\$310.00 Ton	\$330.00 Ton
Ice Slicer Application	\$135.00/hr.	\$135.00/hr.	\$142.00/hr.
Snow Stake Labor	\$60.00/hr.	\$60.00/hr.	\$65.00/hr.
Snow Stakes	\$4.50/hr.	\$4.50/hr.	\$5.00/hr.

All Services are billed on a Time and Material basis, including port to port travel time to the property.

SPECIAL INSTRUCTIONS:

PAYMENT:

Company's invoices will be due and payable by Client upon issuance by Company. Payments may be made by ACH or mail payments to:

Keesen Landscape Management, Inc. P.O. Box 200297, Dallas, TX 75320-0297

Snow Management Agreement valid for 30 days unless approved by Keesen Landscape Management, Inc.

Leyden Rock Metropolitan District (Client):		Keesen Landscape Management, Inc. (Company):	
By:		By:	
Name:		Name:	
Title:	Date:	Title:	Date:



MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: September 12, 2023

Re: Alternative Poolside Grass Revitalization Project

The following proposal is an alternative approach to help revitalize the poolside grass utilizing top dress and seed. The scope includes:

- Complete a full aeration of the area
- Addition of fine sand
- Addition of quality planters mix soil
- Application of Carbonized PN & Turface MVP for soil conditioning and plant health
- Application of seed

Keesen is proposing this approach as a 3-year project. The recommendation is to start year one, this year after the pool closes. Then continue with this same approach in 2024 and 2025.

Seed & Top-dress Year 1	\$ 10,235.00
Seed & Top-dress Year 2	\$ 10,235.00
Seed & Top-dress Year 3	\$ 10,235.00
Total	\$ 30,705.00

Seed & Top Dress 3 Year Total	\$ 30,705.00
Resod Project	\$ 38,302.54



August 23, 2023

WORK ORDER #100022

PROPOSAL FOR

KATIE CALL
ADVANCED HOA MANAGEMENT
LEYDEN ROCK METROPOLITAN DISTRICT
W. 82ND AVENUE & LEYDEN ROCK DRIVE
ARVADA, CO 80007

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

DESCRIPTION OF WORK TO BE PERFORMED

2023 Pool Topdress & Seed

In the pool area, Keesen proposes the following scope of work to try and effectively top dress the turf areas and stimulate better turf grass in the area:

- Complete a full aeration of the area
- Addition of fine sand
- Addition of quality planters mix soil
- Application of Carbonize PN and Turface MVP for soil conditioning and plant health
- Application of seed

This application is recommended to complete as soon as the pool is shut down for the season in order to avoid foot traffic.

This will require less water than replacing the sod so the irrigation will not need to stay running as long as a replacement of the sod would take.

This systematic approach to improving the turf health can be successful but will take annual applications to get a noted improvement done because the existing soil in the area is in such poor condition.

Sale	\$10,235.00
Sales Tax	\$0.00
Total	\$10,235.00

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Pool Deck Soil Topdress & Seeding	\$0.00	\$10,235.00
	\$0.00	\$10,235.00

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

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

Force Majeure and Delays

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

By _____
Angie Sherman

Date 8/23/2023

**Keesen Landscape Management,
Inc.**

By _____

Date _____

**ADVANCED HOA
MANAGEMENT**

as Agent for

**LEYDEN ROCK
METROPOLITAN DISTRICT**

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



July 12, 2023

WORK ORDER #92571

PROPOSAL FOR

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

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

DESCRIPTION OF WORK TO BE PERFORMED

Poolside Grass Revitalization

The turf around the pool deck area is in poor condition. The area was likely not prepped adequately at time of development and the sod sees heavy annual use during the summer season. To further enhance the pool area Keesen recommends replacing the sod this fall so that it can establish before irrigation is shut down for the season and be ready to use when the pool opens in spring of 2024. Scope of work includes the following:

- Removal of all existing sod around the entire pool area and wading pool
- Installation of proper amounts of amended soils
- Proper tilling of work area - it is of note that based on experience this area is going to be very rock so above average production time for this line item is included as well as extra disposal fees for rock
- Application of CarbonizePN and a starter fertilizer (15-15-15 or similar product) to help kick start the new sod and lower establishment time
- Installation of new hybrid sod that is better suited for the high use that this area sees annually to complete the renovation

Irrigation repairs are not anticipated since the dimensions of the area are going to stay the same, but in demo and preparation if any irrigation is damaged and needs repaired that will be billed T&M

Sale	\$38,302.54
Sales Tax	\$0.00
Total	\$38,302.54

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Demo and Preparation	\$0.00	\$9,846.59
Sod installation	\$0.00	\$28,455.95
	\$0.00	\$38,302.54

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

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

Force Majeure and Delays

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

By 

 Joel Hiatt

By _____

Date 7/12/2023

**Keesen Landscape Management,
 Inc.**

**LEYDEN ROCK
 METROPOLITAN DISTRICT**

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

MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: September 12, 2023

Re: Pool Security Lighting

The following proposal was requested from Shelton Electric to install a total of 5 motion activated security lighting strategically around the clubhouse and near the south side of the pool by the gate entrance. The proposal total for labor and materials is **\$6,975.00**. The lights will not interfere with the camera surveillance system installation and will enhance security around the clubhouse and pool.

The proposed locations of the 3 lights on the building are to mount 2 of them on the south side, between the stone columns and mount 1 on the east side of the building above the fence. The additional 2 lights are proposed to be on the shade structure by the south gate.

Each fixture has 2 led flood lights, 3400 lumens output and is black. Motion sensors will be wired together so if any are triggered all 3 on the building will come on.





MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: September 13, 2023

Re: Holiday Lighting

Christmas is less than 100 days away and it's time to get on the schedule for the holiday light installation. We engaged with multiple vendors with various options, from purchasing lighting to permanent lighting. The recommendation for 2023 is to continue with the same scope and vendor as past years, leasing the lights for the season, and research back into the alternative options when the projects that include adding electricity to the Yule and Culebra entrances are complete.

The request is to approve the Mile High Lights Proposal of \$6,306.30

Mile High Lights	Sunset Hill	Keesen	Shelton Electric
"Rent" lights	"Rent" lights	Purchase lighting (approximate \$5k one time cost)	Permanent lighting (clubhouse only)
\$ 6,306.30	\$16,776.00	\$ 13,626.79	\$ 22,150.00

Holiday Lights 2023 Budget- \$6,500

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Yuanyuan Wang d/b/a Leyden Rock Yoga

Title of Agreement/Contract: Yoga Classes on September 14, 2023, October 7, 2023, November 9, 2023, and December 14, 2023

Agreement/Contract Date: September 12, 2023

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

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

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

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

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

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

5. Warranty and Permits. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall

in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

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

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

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

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

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

obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

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

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

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

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

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

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

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

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

Exhibit A

Scope of Services/Compensation Schedule

Contractor will provide Yoga Classes on September 14, 2023, October 7, 2023, November 9, 2023, and December 14, 2023 from 6:30-7:45 p.m. at the Leyden Rock Clubhouse.

For the September 14, 2023, October 7, 2023, November 9, 2023, and December 14, 2023 classes, the cost is \$20/participant for each class or \$65/participant for all classes paid directly to the Contractor.



Vendor/Payee Application

Payees must submit this form, a completed IRS form W-9, and necessary Insurance Certificates to be a Vendor for Associations managed by Advance HOA Management, Inc.

Fax Signed forms to (303) 495-5895 or

Email scanned signed forms to: invoicing@advancehoa.com

Mail to: P.O. Box 370390., Denver, CO 80237

IMPORTANT: Vendor/Payees must submit an updated IRS form W-9 whenever the tax status changes

INVOICES MUST BE MADE OUT TO THE ASSOCIATION

Date:

This form is: New Revised

Business/ Payee Full Name:	Yuanyuan Wang
Business Legal Name (If Different):	Leyden Rock Yoga

"Order From" (Invoice) Address:
Physical Office Address

"Remit To" Accounts Payable Address:
Remittance PO Box

Check here if address is same as "Order From" Address

Name:	Yuanyuan Wang
Street Name:	8772 Crestone Street
City:	Arvada
State/Province:	CO
Zip/Postal Code:	80007
Phone:	(303)513-7758
Fax:	
Email/Other info:	monica.wang15@gmail.com

Attention:	
Street Address:	
City:	
State/Province:	
Zip/Postal:	
Phone:	
Fax:	

Do you have insurance?

** Insurance is required if services are provided onsite.*

Yes N/A - Services are not provided on site

Payment Terms:

Accounts Receivable
Contact Name:

Accounts Payable
Contact Name:

** If yes, please provide proof of insurance*

Please see copy of insurance submitted.

Insurance Type:

(Association must be named as additional insured)

Type	Carrier	Account Number	Expiration Date
Worker's Comp	N/A	N/A	
General Liability	Beazley Insurance Company Inc.	V15X5023PD00	09/01/2024
Commercial Automobile	N/A	N/A	



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 3015478 DATE (MM/DD/YYYY)
08/14/2023

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

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

PRODUCER Lockton Affinity, LLC 10895 Lowell Avenue, Suite 300 Overland Park, KS 66210	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Beazley Insurance Company Inc.</td> <td style="border: none;">37540</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Beazley Insurance Company Inc.	37540	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Beazley Insurance Company Inc.	37540														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Leyden Rock Yoga 8772 CRESTONE ST ARVADA, CO 80007-7331															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			V15X5023PD00	09/01/2023	09/01/2024	EACH OCCURRENCE	\$ N/A
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ N/A
	<input checked="" type="checkbox"/> Professional Liability						MED EXP (Any one person)	\$ \$2,000/\$50,000 aggregate
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 1,000,000	
	OTHER:					PRODUCTS - COMP/OP AGG	\$ Excluded	
	AUTOMOBILE LIABILITY					EACH CLAIM	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> NON-OWNED AUTOS						\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$	
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A			E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$	
	Fire Legal Liability					E.L. DISEASE - POLICY LIMIT	\$	
A						Any one fire or Water Damage (each claim and aggregate)	\$100,000	

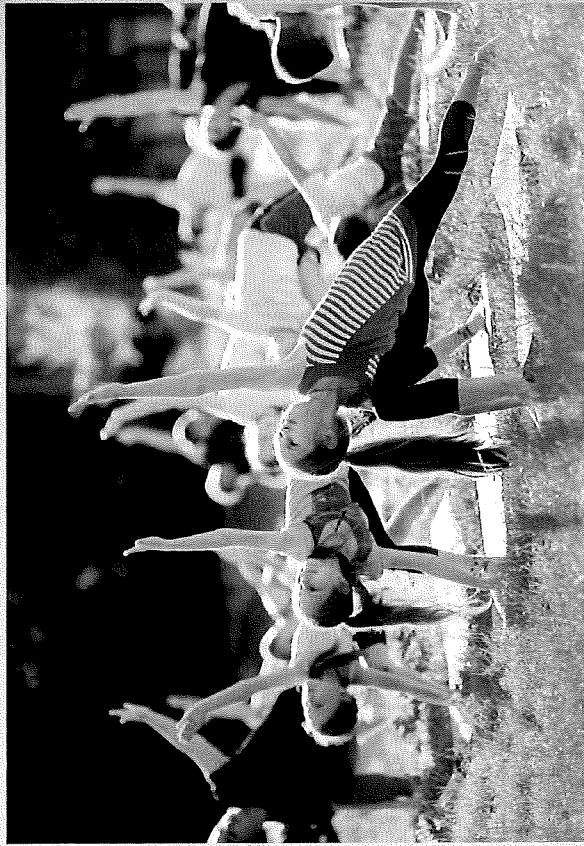
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Master Policy Holder: National Professional Purchasing Group Association, Inc.
 The Insured listed above is a member of the National Professional Purchasing Group Association, Inc. The insurance afforded by the certificate issued to the member named above is subject to all the terms, exclusions, and conditions of the master policy to which it refers. Limits may have been reduced by paid claims and expenses.

Proof of Coverage

CERTIFICATE HOLDER **CANCELLATION**

Leyden Rock Metropolitan District 17685 W 83rd Dr Arvada, CO 80007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

FAMILY YOGA
at Leyden Rock



SATURDAY, SEPTEMBER 2ND
8:15AM-9:00AM

Location: pavilion area at Leyden Rock Club House @ 17685 W 83rd
Cost: \$20 per family for all age groups (Signup & pre-payment required)

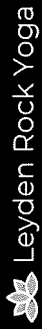
Bring your own yoga mat and let's have some fun!



Deadline: RSVP and Pre-payment required by Friday 09/01/23 5PM

RSVP to: monica.wang15@gmail.com

Venmo: [@leydenrockyoga](https://venmo.com/@leydenrockyoga)



Join us for

RESTORATIVE YIN YOGA CLASS



- Reduces stress and anxiety
- Improves joint mobility and flexibility
- Calms and balances the mind and body
- Relieves tension
- Helps athletic performance
- Encourages mindfulness and meditation

Location: Leyden Rock Club House @ 17685 W 83rd

Cost: \$20/class per person for all age groups.

RSVP and Pre-payment required

RSVP to: monica.wang15@gmail.com

Venmo: @leydenrockyoga

Bring your own yoga mat, yoga block, yoga bolster

**\$20/class
or \$65 for
all classes**

Monthly Class

Thursday 09/14/2023

Saturday 10/07/2023

Thursday 11/09/2023

Thursday 12/14/2023

Time: 6:30 - 7:45 PM

Connect With Monica on Instagram:

@monicawanglifejourney